

# LOAN ORIGINATOR PROCESSING AGREEMENT

THIS LOAN PROCESSING AGREEMENT is made and entered into this \_\_\_\_ day in the month of \_\_\_\_\_ for the year 200\_\_\_\_, by and between \_\_\_\_\_ (company name), a U.S. company hereinafter referred to as "the Company", and Capital Processing LLC, hereinafter referred to as "CAPITAL PROCESSING".

WITNESSETH:

WHEREAS, the Company is licensed and approved to originate and close mortgage loans;

WHEREAS CAPITAL PROCESSING has substantial experience processing mortgage loan applications and is interested in processing mortgage loan applications originated by the Company in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Loan Processing: The Company may submit loan applications it has originated to CAPITAL PROCESSING for loan processing. CAPITAL PROCESSING agrees to promptly and diligently process such loan applications in compliance with all applicable laws and regulations. CAPITAL PROCESSING will make every reasonable effort to ensure that all loan applications are fully processed to the extent that the Company's chosen lender's requirements are satisfied.

2. Loan Processing Fees: The Company understands, and agrees to, the fact that the most mutually desirable method of payment of all fees due CAPITAL PROCESSING, accrued pursuant to the terms of this agreement, is by direct payment by the designated closing agent involved in each transaction. By signing this agreement, including separate attachment A, the Company pledges its complete support for this stated method of payment of fees due CAPITAL PROCESSING, and further pledges to include CAPITAL PROCESSING's fee on the "Broker Fee Sheet", in all cases possible.

The Company further pledges that in cases payment of third party processing fees are restricted it will instruct the closing agent to deduct the fees due CAPITAL PROCESSING from funds due the Company, and forward them directly to CAPITAL PROCESSING.

3. Disclosures: CAPITAL PROCESSING assumes no liability for errors or omissions of third parties on loan application or closing documentation. The Company is solely responsible for verifying closing figures and all documents prior to signing as well as assuring that all loan documents meet state and federal guidelines. Additionally, the Company is responsible for:

- a) choosing the lender;
- b) locking the interest rate with the lender;
- c) helping gather the missing items from the borrower as outlined on the "missing items list" as provided by CAPITAL PROCESSING;
- d) forwarding all original documentation to CAPITAL PROCESSING as requested.

4. Confidentiality: CAPITAL PROCESSING agrees to treat as confidential the identities of, and all financial information submitted by, all borrowers whose loan applications are being processed, or have been processed, by CAPITAL PROCESSING.

5. Termination of Agreement: Either party may terminate this agreement at will. If either party terminates this Agreement, CAPITAL PROCESSING agrees to promptly deliver to the Company all loan application files currently being processed, and all files for loans that have closed, in exchange for payment for all work performed by CAPITAL PROCESSING.

6. Non-solicitation:

(a) CAPITAL PROCESSING agrees that it will not solicit any of the borrowers whose loan applications are submitted to CAPITAL PROCESSING for the purpose of obtaining loans for such persons. CAPITAL PROCESSING shall not convey or transfer any loan application information to any other company without specific written permission from the Company.

(b) The Company and all of its originators/employees agree it will not solicit or utilize processing services from any CAPITAL PROCESSING contracted processors assigned to The Company for a period of one (1) year from the time of termination of this agreement.

7. Independent Contractor: The Company acknowledges and agrees that CAPITAL PROCESSING is not an employee of the Company and is an independent contractor. CAPITAL PROCESSING may, from time to time, fill out order forms on behalf of the Company in order to secure appraisals, credit reports, title insurance, surveys, Home Owners Certificates and other documents necessary to perform its processing obligations. It is understood that CAPITAL PROCESSING orders these documents only as a courtesy to the broker, and the Company agrees to accept financial responsibility for any and all documents ordered in connection with the processing of their loan applications.

8. Fees and Charges: Are herein disclosed on the attached Loan Processing Fee Addendum

IN WITNESS WHEREOF, the Company has entered into this Agreement as of the date written below.

Company Name:

Address:

Telephone:

Fax #:

Cell #:

E-Mail:

Signature:

Title:

Print Name:

Date:

## Originator Profile

When should we expect your first file(s)? \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ How many files should we expect? \_\_\_\_\_

How did you hear about CAPITAL PROCESSING?

What type of loan origination software (LOS) do you use?

How long have you been originating loans? Years Months

How long in the mortgage industry? Years Months

What type of loans do you originate? \_\_\_ Conventional \_\_\_ FHA \_\_\_ VA \_\_\_ Subprime

Are you licensed in the states where you originate? Yes No (Circle One)

Do you originate outside your home state? If so, which states?

Do you sit with the borrower face to face? Yes No (Circle One)

Do you ask for needed items at the time of interview? Yes No (Circle One)

What is most important to you in your selection of a processor?

## BASIC LOAN PROCESSING FEE ADDENDUM

CONFORMING \$395  
SUB-PRIME & JUMBO \$495  
PIGGYBACK SECONDS \$195  
STAND ALONE SECONDS \$295  
COMMERCIAL \$999

There is no charge for loans that do not close!\*

If you have any unique and/or special processing needs that fall out of the norm, please give us a call and we'll be glad to discuss these with you and help with finding a solution.

Upon request, CAPITAL PROCESSING will order Appraisals, Title or Homeowner's Insurance.

### Additional Expenses

CAPITAL PROCESSING will provide a detailed invoice to document any additional fees, which may include the following:

- \$20.00 for each overnight package
- \$10.00 for each additional lender copy package more than one per file
- Any charges to CAPITAL PROCESSING for borrower verifications including 1-900 charges and service fees
- Other extraordinary fees as documented and billed
- \$100.00 for each lender submission beyond initial lender

\*CAPITAL PROCESSING does not assess charges for loans that do not close. CAPITAL PROCESSING does reserve the right to require a prepaid "non-refundable deposit", to be applied to the processing fee at closing, on files that are determined by CAPITAL PROCESSING to have sufficient "closing risk" to warrant such deposit. The borrower may pay this fee at the option of the originator. The Company retains the right to decline payment of this "non-refundable deposit" and pay only for the return of such files. Fees are subject to change without advance notice.

\*The Company is expected to maintain a closing average of at least 80% of loans submitted to CAPITAL PROCESSING for processing. Failure to maintain this percentage will result in modification of the fee structure, at the discretion of CAPITAL PROCESSING.

Signature:

Company Name:

Date:

## STANDARD LOAN PROCESSING FEE ADDENDUM

CONFORMING \$495  
SUB-PRIME & JUMBO \$495  
PIGGYBACK SECONDS \$195  
STAND ALONE SECONDS \$295  
COMMERCIAL \$999

There is no charge for loans that do not close!\*

If you have any unique and/or special processing needs that fall out of the norm, please give us a call and we'll be glad to discuss these with you and help with finding a solution.

Upon request, CAPITAL PROCESSING will order Appraisals, Title or Homeowner's Insurance.

### Additional Expenses

CAPITAL PROCESSING will provide a detailed invoice to document any additional fees, which may include the following:

- \$20.00 for each overnight package
- \$10.00 for each additional lender copy package more than one per file
- Any charges to CAPITAL PROCESSING for borrower verifications including 1-900 charges and service fees
- Other extraordinary fees as documented and billed
- \$50.00 for each lender submission beyond initial lender

\*CAPITAL PROCESSING does not assess charges for loans that do not close. CAPITAL PROCESSING does reserve the right to require a prepaid "non-refundable deposit", to be applied to the processing fee at closing, on files that are determined by CAPITAL PROCESSING to have sufficient "closing risk" to warrant such deposit. The borrower may pay this fee at the option of the originator. The Company retains the right to decline payment of this "non-refundable deposit" and pay only for the return of such files. Fees are subject to change without advance notice.

\*The Company is expected to maintain a closing average of at least 80% of loans submitted to CAPITAL PROCESSING for processing. Failure to maintain this percentage will result in modification of the fee structure, at the discretion of CAPITAL PROCESSING.

Signature:

Company Name:

Date:

## PREMIUM LOAN PROCESSING FEE ADDENDUM

CONFORMING \$695  
SUB-PRIME & JUMBO \$695  
PIGGYBACK SECONDS \$195  
STAND ALONE SECONDS \$295  
COMMERCIAL \$999

There is no charge for loans that do not close!\*

If you have any unique and/or special processing needs that fall out of the norm, please give us a call and we'll be glad to discuss these with you and help with finding a solution.

Upon request, CAPITAL PROCESSING will order Appraisals, Title or Homeowner's Insurance.

### Additional Expenses

CAPITAL PROCESSING will provide a detailed invoice to document any additional fees, which may include the following:

- \$20.00 for each overnight package
- \$10.00 for each additional lender copy package more than one per file
- Any charges to CAPITAL PROCESSING for borrower verifications including 1-900 charges and service fees
- Other extraordinary fees as documented and billed
- No Charge for each lender submission beyond initial lender

\*CAPITAL PROCESSING does not assess charges for loans that do not close. CAPITAL PROCESSING does reserve the right to require a prepaid "non-refundable deposit", to be applied to the processing fee at closing, on files that are determined by CAPITAL PROCESSING to have sufficient "closing risk" to warrant such deposit. The borrower may pay this fee at the option of the originator. The Company retains the right to decline payment of this "non-refundable deposit" and pay only for the return of such files. Fees are subject to change without advance notice.

\*The Company is expected to maintain a closing average of at least 80% of loans submitted to CAPITAL PROCESSING for processing. Failure to maintain this percentage will result in modification of the fee structure, at the discretion of CAPITAL PROCESSING.

Signature:

Company Name:

Date:

