

**MORTGAGE BROKERAGE BUSINESS CONTRACT AND  
GOOD FAITH ESTIMATE OF COSTS TO APPLICANT**

(Hereinafter called Borrower) \_\_\_\_\_

Exclusively employs **MORTGAGE BY THE SEA** (Hereinafter called Business)

To obtain a mortgage loan commitment (hereinafter called commitment) within **10** days from the date hereof and acknowledges that Business cannot make loans or commitments or guarantee acceptance into specific programs, terms, or conditions of any loan. However, Business may issue a rate lock-in or commitment on behalf of a lender to the borrower.

**I. PROPERTY**

a. Address: \_\_\_\_\_

b. Legal Description: \_\_\_\_\_

c. Borrower estimates the current appraised fair value of the above described property to be approximately \$ \_\_\_\_\_

d. Borrower states that the sum of the balances on any existing mortgage loan is \$ \_\_\_\_\_

**II. TERMS OF LOAN APPLICATION**

a. Mortgage Loan Amount \$ \_\_\_\_\_

b. Loan Term (in months) \_\_\_\_\_

c. Principal and Interest Payment \$ \_\_\_\_\_

d. Note Interest Rate \_\_\_\_\_

e. This Loan will be a \_\_\_\_\_ **First Mortgage** \_\_\_\_\_ **Junior Mortgage**.

f. This mortgage loan \_\_\_\_\_ **may** \_\_\_\_\_ **may not** have a prepayment penalty.

g. This mortgage loan \_\_\_\_\_ **may** \_\_\_\_\_ **may not** have a balloon payment.

h. This mortgage loan \_\_\_\_\_ **is** \_\_\_\_\_ **is not** an "Interest Only" Mortgage.

NOTE: The interest rate on the note will be \_\_\_\_\_ **Fixed** \_\_\_\_\_ **Variable** for the term of the loan. If "Variable" is check above, the figures reflected in IIc. and IId. are the initial principal and interest payment and interest rate of the loan prior to any adjustments. The estimates that follow are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended. Additional information can be found in the HUD Special Information Booklet, which is provided to you by your mortgage broker or lender.

**III. ESTIMATED LOAN CHARGES**

**800. ITEMS PAYABLE IN CONNECTION WITH THIS LOAN:**

- 801. Loan Origination Fee \_\_\_\_\_% \$ \_\_\_\_\_
- 802. Loan Discount \_\_\_\_\_% \$ \_\_\_\_\_
- 803. Appraisal Fee \$ \_\_\_\_\_
- 804. Credit Report \$ \_\_\_\_\_
- 805. Lenders Inspection Fee \$ \_\_\_\_\_
- 806. Mortgage Insurance Application Fee \$ \_\_\_\_\_
- 807. Assumption Fee \$ \_\_\_\_\_
- 808. Mortgage Brokerage Fee \$ \_\_\_\_\_
- 809. CLO Access Fee \$ \_\_\_\_\_
- 810. Tax Service Fee \$ \_\_\_\_\_
- 811. Reverification Fee \$ \_\_\_\_\_
- 812. Application Fee (re: Paragraph VII) \$ \_\_\_\_\_
- 813. Lender's Commitment Fee \$ \_\_\_\_\_
- 814. Lender's Rate Lock Fee \$ \_\_\_\_\_
- 815. Underwriting Fee \$ \_\_\_\_\_
- 816. Doc Prep / Courier / Flood Cert. \$ \_\_\_\_\_
- 817. Mortgage Broker Fee Paid By \_\_\_\_\_  
To Toby White, Inc \$ \_\_\_\_\_ \$ \_\_\_\_\_

**1100. TITLE CHARGES:**

- 1101. Settlement/Closing Fee \$ \_\_\_\_\_
- 1102. Title Search/Abstract \$ \_\_\_\_\_
- 1103. Title Examination \$ \_\_\_\_\_
- 1104. Title Insurance (binder) \$ \_\_\_\_\_
- 1105. \_\_\_\_\_ \$ \_\_\_\_\_
- 1106. \_\_\_\_\_ \$ \_\_\_\_\_
- 1107. Attorneys Fees \$ \_\_\_\_\_
- 1108. Title Insurance (policy) \$ \_\_\_\_\_
- 1109. Lender's Coverage \$ \_\_\_\_\_
- 1110. Owner's Coverage \$ \_\_\_\_\_
- 1111. Document Preparation \$ \_\_\_\_\_
- 1112. Endorsement Fee \$ \_\_\_\_\_
- 1113. \_\_\_\_\_ \$ \_\_\_\_\_
- 1114. \_\_\_\_\_ \$ \_\_\_\_\_
- 1115. \_\_\_\_\_ \$ \_\_\_\_\_

\*Paid to \_\_\_\_\_

**1200. GOVERNMENT RECORDING & TRANSFER CHARGES:**

**900. ITEMS REQUIRED BY LENDER TO BE PAID AT OR PRIOR TO CLOSING:**

- 901. INTEREST FROM \_\_\_\_\_ TO \_\_\_\_\_  
@ \$ \_\_\_\_\_ / day ( \_\_\_\_\_ days) \$ \_\_\_\_\_
- 902. Mortgage Insurance Premium \_\_\_\_\_ months \$ \_\_\_\_\_
- 903. Hazard Insurance Premium \_\_\_\_\_ months \$ \_\_\_\_\_
- 904. Flood Insurance Premium \_\_\_\_\_ months \$ \_\_\_\_\_
- 905. \_\_\_\_\_ \$ \_\_\_\_\_
- 906. \_\_\_\_\_ \$ \_\_\_\_\_

- 1201. Recording fees:Releases \$ \_\_\_\_\_  
Deed \$ \_\_\_\_\_  
Mortgage \$ \_\_\_\_\_
- 1202. Documentary Stamps  
Deed \$ \_\_\_\_\_  
Note \$ \_\_\_\_\_
- 1203. Intangible Tax-Note \$ \_\_\_\_\_
- 1204. \_\_\_\_\_ \$ \_\_\_\_\_
- 1205. \_\_\_\_\_ \$ \_\_\_\_\_

**1000. RESERVES DEPOSITED WITH LENDER:**

**(IMPOUNDS OR ESCROWS):**

- 1001. Hazard Insurance \_\_\_\_\_ months \$ \_\_\_\_\_
- 1002. Mortgage Insurance \_\_\_\_\_ months \$ \_\_\_\_\_
- 1003. Property Taxes \_\_\_\_\_ months \$ \_\_\_\_\_
- 1004. Assessments \_\_\_\_\_ months \$ \_\_\_\_\_
- 1005. H.O.A. Dues \_\_\_\_\_ months \$ \_\_\_\_\_
- 1006. Flood Insurance \_\_\_\_\_ months \$ \_\_\_\_\_
- 1007. \_\_\_\_\_ \$ \_\_\_\_\_
- 1008. \_\_\_\_\_ \$ \_\_\_\_\_

**1300. ADDITIONAL SETTLEMENT CHARGES:**

- 1301. Survey Fee \$ \_\_\_\_\_
- 1302. Pest Inspection \$ \_\_\_\_\_
- 1303. Roof Inspection \$ \_\_\_\_\_
- 1304. \_\_\_\_\_ \$ \_\_\_\_\_
- 1305. \_\_\_\_\_ \$ \_\_\_\_\_
- 1306. \_\_\_\_\_ \$ \_\_\_\_\_
- 1307. \_\_\_\_\_ \$ \_\_\_\_\_
- 1308. \_\_\_\_\_ \$ \_\_\_\_\_

**1400. TOTAL SETTLEMENT CHARGES OF ALL ESTIMATED COSTS: \$ \_\_\_\_\_**

**IV. MORTGAGE BROKERAGE FEE**

Business, in consideration of the Borrower's agreement to pay a mortgage brokerage fee along with actual costs incurred in connection with this loan, agrees to exert its best efforts to obtain a loan commitment in accordance with the terms and conditions set forth herein. The Business and its associates or employees shall be held harmless from any liability resulting from the failure to obtain said loan commitment. Borrower hereby agrees to pay the actual costs as estimated herein and Borrower agrees to pay Business a mortgage brokerage fee of \$ \_\_\_\_\_ for obtaining the commitment. Additionally, Borrower acknowledges that Business may receive additional compensation from the lender based on the mortgage program and terms Borrower has engaged Business to obtain in securing the commitment and that Business will receive a sum in a range of \_\_\_\_\_% to \_\_\_\_\_% of the total loan amount. This additional compensation, the exact amount of which will be disclosed at the time of closing, is part of the total brokerage fee due Business. In no event will the brokerage fee, additional compensation included, exceed the maximum fee permitted by the applicable State law.

**V. BUSINESS TO COMPLETE THIS SECTION ONLY IF A PARTICULAR PROVIDER OF SERVICE IS REQUIRED.**

Description	<u>Credit Report</u>	Provider	Name / Address	<u>1<sup>st</sup> American Credco</u>
Telephone	<u>800-986-4343</u>	Relationship?	<u>YES</u> NO	Nature of _____
Description	<u>Appraisal</u>	Provider	Name / Address	_____
Telephone	_____	Relationship?	<u>YES</u> NO	Nature of _____

NOTE: If yes is checked above, see separate disclosure statement provided by Business.

**VI. LIENS, ENCUMBRANCES, AND EXISTING MORTGAGES**

Borrower states that the following liens, encumbrances, and existing mortgages exist:

Creditor or Lienor	Amount Owed	To Be Paid Off At the Time Of Closing
1. _____	\$ _____	<u>Yes</u> No
2. _____	\$ _____	<u>Yes</u> No
3. _____	\$ _____	<u>Yes</u> No
4. _____	\$ _____	<u>Yes</u> No

**VII. APPLICATION FEE (See line item 812 of paragraph III)**

An application fee is charged for the initial costs of processing, verifying and preparing Borrower's loan package to submission for commitment. This fee is Refundable Nonrefundable Applicable to your closing costs at the time of the settlement of your loan. In the event your loan **does not** close, this fee will will not be applied to the amounts that I may owe to Business. Business acknowledges the receipt of \$ \_\_\_\_\_ as an Application Fee and \$ \_\_\_\_\_ as a third party fee.

**VIII. SERVICES TO BE PROVIDED BY MORTGAGE BROKERAGE BUSINESS**

In consideration for Business earning its fee, the services to be provided by the Mortgage Brokerage Business are as follows:

- Arranging for a conditional mortgage loan commitment between Borrower and Lender.
- Taking the mortgage loan application.
- Assembling information.
- Processing the mortgage loan file including the verifying of information.
- Preparing all paperwork and documentation necessary for a conditional mortgage loan approval.
- Reviewing, analyzing and evaluating Borrower's financial statements, income and credit history.
- Incidental services utilized in arranging for and procuring a conditional loan commitment including courier services, express mailings, and long distance telephone charges.

**IX. GENERAL DISCLOSURES**

THE FEES AND CHARGES CONTAINED HEREIN ARE ESTIMATES OF SETTLEMENTS AND CLOSING CHARGES. THESE FIGURES ARE **ONLY ESTIMATES** AND THE ACTUAL CHARGES DUE AT THE TIME OF CLOSING MAY BE DIFFERENT. THIS IS NOT A COMMITMENT OR CONTRACT TO MAKE A MORTGAGE LOAN. THIS IS A LEGALLY BINDING CONTRACT AND THE STANDARDS AND DISCLOSURES CONTAINED ON PAGES 2 OF 4 AND 4 OR 4 ARE A MATERIAL PART HEREOF. DO NOT SIGN THIS CONTRACT BEFORE YOU READ THE STANDARDS AND DISCLOSURES OR IF THE CONTRACT CONTAINS ANY BLANKS.

I HAVE READ AND RECEIVED A COPY OF THE 4 PAGES OF THIS CONTRACT AND AGREE TO THE TERMS CONTAINED HEREIN. THE INFORMATION PROVIDED BUSINESS COMPLETE, TRUE, AND CORRECT.

**Mortgage by the Sea**, a mortgage brokerage business, is providing this Good Faith Estimate. A lender has not yet been obtained. When a lender is selected, the lender may provide you with additional Good Faith Estimates.

_____	_____	<b><u>MORTGAGE BY THE SEA</u></b>
Applicant	Date	Mortgage Brokerage Business
_____	_____	_____
Applicant	Date	By Date

## STANDARDS AND DISCLOSURES

**ACKNOWLEDGEMENT:** Business hereby accepts employment by borrower to secure a mortgage commitment from a lender. Receipt of a mortgage loan commitment by Business satisfies Business's obligation under the Mortgage Brokerage Business Contract and Good Faith Estimate of Costs to Borrower and the terms of this contract are deemed fulfilled upon receipt of the mortgage loan commitment. The term "commitment" shall mean a commitment received by the Business from a Lender or Investor. Upon demand by the Borrower, Business should produce for the borrower's inspection evidence of the mortgage loan commitment which commitment is not required to disclose the identity of the source of the funding for the mortgage loan.

**DEPOSIT:** Business acknowledges the receipt of certain funds from Borrower delineated in Paragraph VII above. If settlement or closing occurs, a nonrefundable application fee shall be credited against the amount owed by the Borrower. Any money deposited with the Business for the payment of third party fees shall be returned to Borrower if the services for which the money is deposited are not performed. This disbursement is not a waiver of any other sum due Business by Borrower, as more fully enumerated herein. In the event of default by Borrower, Business is authorized to immediately disburse from the deposited sums all monies then due to Business or other third parties for services actually performed. Any amount collected in excess of actual costs shall be returned to the borrower within 60 days after closing, rejection or withdrawal.

**DEFAULT BY BORROWER:** If a Commitment is obtained and title is not found to be good, marketable and insurable by the attorney or title company reviewing the title, or if the Borrower refuses to execute and deliver the documents required by the Business or the Lender, or in any other way fails to comply with this Agreement, or if for any reason the loan referred to herein cannot be closed through no fault of the Business, or if a commitment cannot be obtained because Borrower has failed to provide information of documentation to the Lender or Business in a timely manner, failed to provide accurate information which caused the need for review or further information by Lender or Business, or if the loan could close or a commitment could not be obtained due to "Substantial fault of the Borrower" as defined by Chapter 494.001 (21). Borrower acknowledges that the Mortgage Brokerage Fee has been earned by the Business and agrees to pay same, plus any and all costs incurred on Borrower's behalf, pursuant to Chapter 494.0038 (4), Florida Statutes.

**NON-LIABILITY FOR LENDER'S ACTS:** Borrower hereby acknowledges that Business is acting on behalf of the Borrower to secure a mortgage loan commitment pursuant to this Agreement. Borrower also acknowledges that Business shall not be responsible for any error or omission of the Lender or other Investor nor for any term or condition of the loan documentation that may be contrary to any state or federal law. Business shall not be responsible for any nonperformance of a commitment, rate lock-in, or mortgage loan by any Lender or other Investor.

**LITIGATION:** In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to all costs, including attorney's fees, whether before trial, at trial on appeal, or in any administrative or quasi-judicial proceeding.

**ADDITIONAL CLAUSES:** Any loan commitment and loan obtained by Business may contain such additional clauses and provisions as the Lender may request, including but not limited to non-assumable clauses, late fee clauses and prepayment penalties. These additional clauses and provisions may differ with the terms of this Agreement and may be beyond the control of the Business.

**MORTGAGE BROKERAGE FEE:** Borrower hereby acknowledges that the Mortgage Brokerage Fee referred to in this Agreement is due and payable to Business upon Business receiving a mortgage loan commitment pursuant to Chapter 494.0038 (4), F. S. Or if no written commitment is received, upon loan being funded. This fee may be in addition to the deposit required pursuant to this Agreement. To secure payment thereof, Borrower hereby acknowledges that Business may take any step authorized by law to collect same, including, but not limited to instituting civil cause of action and authorized by Chapter 494.002, F.S. Unless otherwise agreed to by Business and Borrower, the Mortgage Brokerage Fee shall be due and payable in full upon receipt by Business of a mortgage loan commitment from the Lender or other Investor or may be paid at closing, if agreed to by Business. Deferral of receipt of the Mortgage Brokerage Fee or failure by Business to demand payment of fees shall not be deemed as a waiver of any right of Business to receive said fees from borrower if settlement or closing does not occur.

## STANDARDS OF DISCLOSURES-CONTINUED

**GOOD FAITH ESTIMATE OF COSTS:** The estimated costs set forth in this agreement may be expressed as range of possible costs and be charge only when such costs have been incurred in connection with securing the loan or loan commitment. Actual costs incurred for items which include, but are not limited to express mail fees, long distance calls, and photographs of the real property to be financed will be paid by Borrower unless otherwise stated herein. The actual costs incurred in securing the loan or loan commitment will be provided at settlement or closing.

**GUARANTY:** If this is a refinance or junior lien transaction, Borrower represents and warrants fee simple title ownership to the property described in the Agreement and that there are no judgements and there are no liens described in Paragraph VI herein. Borrower agrees to pay all costs necessary to cure any defects if status of the title from the representations made herein.

**ASSIGNMENT:** This Agreement may not be assign by Borrower. Business may assign this Agreement, in whole or in part, subject to a separate agreement to be executed between Business and Borrower, to and other entity authorized to accept this Agreement by State law.

**DISCLOSURE OF BUSINESS RELATIONSHIP:** Borrower acknowledges that Business may receive a financial benefit from the use of the specified products and services listed in Paragraph V herein.

**DECISION:** Borrower acknowledges that in applying for this loan Borrower can carefully considered all of Borrower's personal and financial circumstances. After said review, Borrower has determined that it is in the Borrower's best interest to proceed with the loan and that Borrower has not relied upon any advice by Business or its associates as to the wisdom of doing so.

**SEVERABILITY OF CLAUSES CONTAINED HEREIN:** In the event that any part or portion of this Agreement is held invalid or unlawful through any administrative, quasi-judicial proceeding, the invalidity or illegality thereof shall not affect the validity of the Agreement, as a whole and the other provision had not been included.

**NOTE:** The Florida Association of Mortgage Brokers claims no responsibility or liability for the terms and condition herein. In the event that this Agreement is subject of an illegal, administrative or other dispute, the Florida Association of Mortgage Brokers and its legal counsel shall be held harmless from any claim whatsoever by any person or entity relying thereon. The Florida Association of Mortgage Brokers is thus hereby exempt from any liability resulting from the non-enforceability of this Agreement. This Agreement has not been prepared to comply with Federal law and there may be additional disclosures required thereunder, which are not addressed in this agreement.