

Name of Mortgage Broker
Address of Mortgage Broker
Customer Name
Property Address

NORTH CAROLINA MORTGAGE BROKER AGREEMENT

In this Agreement, "I/We/us" refers to the Mortgage Broker; "You/your" refers to the customer or applicant.

SECTION 1. NATURE OF RELATIONSHIP. In connection with this mortgage loan:

- The Mortgage Broker may act as an independent contractor and not as your agent. Communicate any uncertainties you may have about the nature of your relationship to your Mortgage Broker.
- The Mortgage Broker has entered into separate independent contractor agreements with various lenders.
- While the Mortgage Broker seeks to assist you in meeting your financial needs, it does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or the best terms available in the market.

SECTION 2. OUR COMPENSATION. The lenders whose loan products are distributed by the mortgage broker generally provide their loan products to the mortgage broker at a wholesale rate.

- The retail price a Mortgage Broker offers you---your interest rate, total points and fees---will include the Mortgage Broker's compensation.
- The lender will pay the Mortgage Broker all of its compensation. The Mortgage Broker may also be paid by the lender based on (i) the value of the mortgage loan or the related servicing rights in the market place or (ii) other services, goods, or facilities performed or provided by the mortgage broker to the lender.
- A brokerage fee of \$ 250.00 will be paid directly by your lender to Broker and you will not need to pay this out of your own funds. This amount may change prior to your loan closing in which event Broker will redisclose this amount to you.

SECTION 3. COPY OF MORTGAGE BROKER AGREEMENT AND OTHER DISCLOSURES

I/we will provide you with a signed copy of this Mortgage Broker Agreement as well as any other documents that are incorporated into this Mortgage Broker Agreement.

SECTION 4. ADDITIONAL DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

- I.** Customer acknowledges that s/he received the following disclosures prior to the delivering the application, application fee or third party fee (whichever occurs first):
 - a) I/We do not fund mortgage loans;
 - b) I/we cannot guarantee acceptance into any particular loan program, nor can it guarantee any specific loan terms or conditions;
 - c) A non-refundable fee in the amount of \$ 350.00 will be collected from you. The fee you will pay is remitted to the lender and covers the costs associated with processing your loan application including obtaining and reviewing information needed to finalize your loan application. This fee will be applied to your closing costs at closing. If your loan application is declined, all funds except \$ 350.00 will be

returned to you. All other fees will be retained, by the lender to cover actual costs incurred. If you cancel your loan application, any fees paid up-front are non-refundable.

If you chose to “lock-in” or “protect your rate,” a fee may be collected by the Broker and remitted to the lender as disclosed in the lender’s “Interest Rate Commitment Agreement.”

2. Customer will receive a copy of the Good Faith Estimate of Settlement Costs within three days of receipt of the application and a copy of the application.
3. The following services will be provided to you by the Mortgage Broker (Broker):
 - Analyzing your income and debt information for prequalification
 - Educating you on the mortgage process
 - Taking your application
 - Ordering an appraisal, if required
 - Providing required disclosures
 - Maintaining regular contact with you and the lender throughout the loan process
 - Ordering a flood zone determination

I/we, as the customer, has received a copy of this disclosure and agree to the terms of this disclosure.

Customer signature

Customer signature

Customer signature

Customer signature

Provided by Mortgage Broker _____ on _____

Name

Date