



Broker Application Check List

Integrity Financial Forms

- Mortgage Broker Application
- Wholesale Mortgage Broker Agreement
- Loan Fraud Zero Tolerance Statement
- W-9 form
- Certification & Authorization Form
- Fax & E-Mail Permission

Broker Documentation

- Copy of State issued Brokers License with DBA if applicable
- Last Period Financials (Quarterly P&L)
- Resumes of Principals/Corporate Officers

Additional documents required

If broker is a Corporation:

- Copy of Corporate Resolution authorizing company to broker loans to Integrity Financial Group Mortgage. (Original Corporate Seal or Two Original Officer Signatures Required)
- Article of Incorporation

If broker is a Partnership:

- Partnership Documentation

If broker is a LLC:

- Article of Organization OR Certificate of Formation

If you have any questions or need assistance, please feel free to contact

Integrity Financial Group
Attn: Help Desk (Broker Application Dept.)
1594 N. Batavia St.
Orange, CA 92867

Toll Free: 877-460-3863
Fax: 714-279-0722
E-Mail: robertgerbin@ifgloans.com



Mortgage Broker Agreement

This Mortgage Broker Agreement (hereinafter referred to as "Agreement") is entered into this _____ day of _____, 20_____, by and between **Integrity Financial Group** (hereinafter collectively referred to as "Lender") and _____ (hereinafter referred to as "Broker").

Whereas, broker is engaged in the activity of originating residential mortgage loans evidenced by notes secured by mortgages on real property for mortgage lenders; and

Whereas, Lender is engaged in the activity of, among other things, accepting brokered loans; and

Whereas, Lender and Broker desire to enter into this agreement to govern the brokering of loans by Broker to Lender;

Now therefore, in consideration of the mutual covenants and benefits herein set forth, the parties hereto, intending to be legally bound, agree as follows:

LOAN APPLICATION PACKAGES

Broker, in its discretion and at its sole expense, may submit to Lender, on behalf of prospective borrowers, application packages for loans which conform to all requirements of the prevailing loan programs offered by Lender to Broker at the time of receipt of an application. The loan application package must consist of all documentation required by INTEGRITY FINANCIAL GROUP, its successors and assigns and all appropriate governmental/regulatory agencies. The decision to approve and/or fund any loan application package shall be in the sole discretion of Lender in accordance with its then prevailing underwriting standards and requirements existing at the time of underwriting the complete application or as may be modified from time to time. Broker understands and agrees that under no circumstances shall Lender be responsible to pay for any third party service(s) commissioned by or on behalf of Broker or to reimburse Broker for such service(s). Nothing in this Agreement shall constitute nor create any liability on the part of Lender to pay, nor reimburse, Broker for any cost(s) of doing business such as, and without limitation, commissions, salaries, utilities, rent nor any other expense associated with Broker's business activities.

NOTE: Lender may require additional information from, but not limited to, appraisers, credit reporting agencies, title companies, employment and mortgage documentation or any other additional information as Lender may from time to time require before making a decision to approve or fund loans. The expense for such additional information, if any, shall be the responsibility of the Broker to pay.

APPROVAL AND REJECTION OF APPLICATION PACKAGES

Lender hereby retains the absolute right, in its sole discretion, to reject any and all applications submitted to it by Broker and shall not be bound to make any loan until it has informed Broker of its intention to do so in writing. Lender's intention to make any loan is conditional to quality control audits and procedures. Lender will also notify Broker in writing of a rejected application package. Broker warrants that if no loan is offered to an applicant by the Lender, or if no loan is accepted by an applicant, Broker will be responsible for delivery of the Adverse Action Notice to applicant(s) as required by Equal Credit Opportunity Act (Regulation B).

REPRESENTATIONS AND WARRANTIES OF BROKER

Broker hereby represents and warrants at the time Broker delivers each loan application package to Lender:

Broker is, and will continue to be, a duly organized, validly existing entity in good standing under the laws of the United States and under the laws of the jurisdiction in which it was organized or incorporated, as applicable, and has/will continue to maintain all licenses, registrations and certifications of whatsoever kind or nature necessary to carry on its business as now being conducted and is/will continue to be licensed, registered, qualified and in good standing in each state where property securing a loan is located if the laws of such state require licensing, registration or qualification in order to conduct business of the type conducted by Broker and will comply with all current and future laws, regulations and requirements of whatsoever kind or nature for the conduct of business in each jurisdiction as herein above outlined; Broker's execution, delivery and performance of this Agreement has been duly authorized and such action does not, and will not, violate any corporate charter, partnership, certificate, agreement or similar document, by-laws or similar document, contract, agreement of understanding by which Broker is bound or to which Broker is a party, licensing requirement or other applicable laws or regulation, require consent of any governmental authority unless such consent has been obtained, or render Broker insolvent;

In the taking of any residential mortgage application, the preparation of any loan application package and the performance of any service in connection with this Agreement, Broker has complied with all applicable federal, state and local laws and/or regulations including, but not limited to, the Real Estate Settlement Act (**RESPA**), Equal Credit Opportunity Act (**ECOA**), Fair Housing Home Mortgage Disclosure Act (**HMDA**), Fair Credit Reporting Act and Truth in Lending Act (**Regulation Z**) and/or regulations there under and any laws which impose a requirement upon Broker to obtain a written agreement or acknowledgement from borrowers regarding specific services to be rendered by Broker and Broker's compensation therefore. Each application is on Fannie Mae Form 1003 and has been completed in accordance with applicable laws, regulations, this Agreement and Lender's/Investor's guidelines as published from time to time;

The execution of this Agreement and the consummation of the transaction contemplated hereby will not subject the Lender to any liability, duty or obligation of whatsoever kind or nature arising from acts, whether of omission or commission, of the Broker, its employees and/or agents; No borrower's fees exceed the maximum amount permitted by applicable laws;

Neither Broker, its officers or employees, nor any person or entity engaged by Broker which is involved in the loan (including without limitation, any appraiser or credit reporting agency) has made any false or misleading representations nor has failed to provide information that is true, complete and accurate or is necessary to make the information provided true, complete and accurate in connection with such loan;

Neither Broker, its officers nor employees, nor any other person or entity has received any direct or indirect benefit, fee, commission or other consideration of value from borrowers or anyone else in connection with such loan except as disclosed to borrower(s)/buyer(s) in compliance with all applicable laws;

There are no suits or proceedings pending or, to the knowledge of Broker threatened against or affecting Broker or the properties of Broker, before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to Broker, would have a material adverse effect on the financial condition, properties or operation of Broker or its ability to originate and broker loans. Broker agrees to notify Lender immediately if any of the above described actions or conditions should arise or affect Broker after the date of this Agreement.

Each of the above representations and warranties applies to all loans submitted by Broker to Lender, is for the benefit of the Lender, its successors and assigns, and continues in full force and effect for so long as the loan is outstanding and for such time as Lender is subject to any risk of loss or liability as to any closed loan.



RELATIONSHIP OF THE PARTIES

It is agreed that Broker and lender are not partners nor participating in a joint venture and that Broker is acting as an agent for Lender in originating and brokering of loans to Lender, but shall have the status of and shall act in all matters hereunder as an independent contractor. Nothing herein shall be construed to give Broker any authority to contract for or on behalf of Lender for any goods or services or impose any liability of any kind or nature upon Lender.

Broker will originate loans by its own means and according to its own methods free from any control or right of control of Lender as to the manner or method. Broker shall determine the details and means of performing its services in conformity with the regulatory requirements, operating procedures and specifications of the federal, state and local laws and/or regulations under which it is operating. Broker shall be responsible for training its employees and agents in conformity with the provisions of this Agreement and all federal, state and/or local laws and regulations referenced herein since Broker shall remain obligated to perform its duties hereunder and fulfill its representations, warranties and covenants. Broker shall not engage in any form of advertising whatsoever utilizing either the name of Lender or any subsidiaries or affiliates of Lender or any of Lender's loan products unless specifically authorized to do so by Lender in writing.

DOCUMENTS AND INSPECTIONS

Upon Lender's written request, Broker shall promptly provide Lender with evidence satisfactory to Lender of Broker's then current licenses and other authorizations required for Broker's business and the performance of this Agreement, provide Lender with financial statements of Broker prepared in accordance to recognized accounting procedures and cooperate with Lender and its representatives in responding to information requests.

ASSIGNMENTS

The rights and obligations under this Agreement shall not be assignable by Broker, except with the prior written consent of Lender. Lender, however, may assign all or part of its rights hereunder without any consent of Broker. Any purported assignment in violation of this provision shall be void.

POWER OF ATTORNEY

In order to enforce Lender's rights under this Agreement, Broker shall upon request of Lender, its successors and assigns, do and perform, or cause to be done or performed, every reasonable act and thing necessary or advisable to put Lender, its successors and assigns, in positions to enforce the payment of the loan(s) granted by Lender and to carry out the intent of this Agreement, including the execution of and, if necessary, the recordation of any additional documents including, but not limited to, separate endorsements and assignments upon request of Lender, its successors and assigns. To carry out the purposes of this paragraph Broker does hereby grant and convey to Lender a Power of Attorney for the execution of the above referenced documents.

NON-SOLICITATION and EARLY PAYOFF

Broker
Initials(____).

Broker will not solicit for refinance any loan(s) funded by Lender for a period of one (1) year. If borrower(s) request a refinance from Broker, Broker agrees to give Lender first right of approval and funding the new loan request. If Broker does not offer first right for the refinance loan to Lender, Broker will be subject to repayment of any premium pricing paid to Broker on the original loan being refinanced. Broker may also be responsible to reimburse INTEGRITY FINANCIAL GROUP for any penalties or service release premiums (SRP) assessed by INTEGRITY FINANCIAL GROUP investors. On loans paid-off within 180 days of funding (180 days for 2nd mortgage loans) broker will be subject to repayment of any premium pricing paid to Broker on the original loan paid off. Broker may also be responsible to reimburse INTEGRITY FINANCIAL GROUP for any penalties or service release premiums (SRP) assessed by INTEGRITY FINANCIAL GROUP investors.

It is agreed by Broker and Lender that if Lender has made demand on Broker to repurchase a loan and/or to repay any costs, commissions, rebates or any other fees paid to Broker by Lender, that Lender shall have the right to net and offset these amounts from any monies owed by Lender to the Broker on the loan subject to repurchase or repayment, and/or net and offset these amounts from any other loan submitted by Broker. It is further agreed by Broker and Lender that if Lender has made demand on Broker to repay any costs, penalties or other amounts assessed by INTEGRITY FINANCIAL GROUP Investors, that lender shall have the right to net and offset these amounts from any monies owed by Lender to the Broker on the loan subject to repayment and/or net and offset these amounts from any other loan submitted by Broker.

WAIVERS

No waivers of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.

ENTIRE AGREEMENT

This Agreement and any supporting schedules referred to herein and executed concurrently herewith constitute the entire Agreement between the parties hereto with regard to the subject matter hereof and there are no prior agreements, understandings, restrictions, warranties or representations between the parties with respect thereto.

MODIFICATION

No changes or modifications of this Agreement shall be valid unless in writing and signed by all parties hereto.

TERMINATION

This Agreement may be terminated at any time by mutual agreement or in the sole discretion of Lender upon five-(5) business days' notice by Lender to Broker. Lender will not be obligated to fund any loan originated by Broker once Notice to Terminate has been communicated to Broker. Lender may fund loans for which commitments have been issued prior to termination provided that Broker is not in violation of this Agreement and provided further that all conditions of Lender's commitment are met in a timely manner as determined solely by Lender. Lender shall have no obligation to fund any loan for which its commitment has expired. After termination, the provisions of this Agreement shall survive and remain in effect for those loans funded by Lender prior to the date of termination.

SURVIVAL AND INDEMNIFICATION

The representations, warranties and covenants set forth in this Agreement shall survive the settlement of the loans by Lender and shall inure to the benefit of Lender, its successors and assigns. Broker shall indemnify Lender for and hold Lender harmless from and against any and all claims, losses, liabilities, damages, taxes, costs and expenses that Lender may incur or sustain arising, and/or resulting, from any claim, demand, defense or assertion based on, or grounded upon or resulting from a breach of any representation, warranty or covenant by Broker under this Agreement.

SEVERABILITY

If any provision, or part of, this Agreement is adjudicated to be invalid or unenforceable under any law, such provision, or part thereof, shall be totally ineffective to that extent but all remaining provisions hereof shall be unaffected and in full force and effect.



REMEDIES

If Broker, its officers, employees or agents, defrauds Lender, its successors and assigns, as to any loan, Lender shall have the right to present said loan to Broker for repurchase and repayment of any costs, commissions, rebates or any other fees paid to Broker by Lender, forfeiture of any commissions due Broker and/or to bring suit in the California Court(s) of competent jurisdiction and/or Federal District Court seeking a judgment ordering Broker to repurchase the loan plus attorney's fees and such other damages and relief as may be appropriate. Absent such fraud the only remedies of the parties for any alleged violation of any provision of this Agreement shall be Broker's repurchase of the subject loan and repayment of any costs, commissions, rebates or any other fees paid to Broker by Lender, forfeiture of any commissions due Broker and/or to institute binding arbitration before the American Arbitration Association in accordance with its rules. The arbitration shall be in California, or such other location as mutually agreed to by and between the parties. Each party shall pay one-half of the arbitrator's fees. The arbitrators shall have power to award attorney's fees to the prevailing party.

NOTICES

Except as otherwise provided herein, all notices, requests or communications which are to be given under this Agreement shall be in writing, addressed to the appropriate parties and sent certified mail, return receipt requested, or by overnight delivery service as follows, unless another name or address is substituted in writing:

LENDER:

Integrity Financial Group
1594 N. Batavia St.
Orange, CA 92867

COMPANY:

Firm Name: _____
Street: _____
City, State, Zip _____
Individual: _____

GOVERNING LAW

This Agreement shall be governed by, construed and enforced under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Integrity Financial Group

By: _____

Title: _____

Company / Firm	X	_____
DBA	X	_____
Broker of Record	X	_____
Print Name	X	_____
Authorize Officer	X	_____
Print Name	X	_____
Date	X	_____



LOAN FRAUD "ZERO TOLERANCE" STATEMENT

All approved ("BROKERS") must be aware that the licensed real estate broker bears the responsibility for all actions of his or her employees or licensees. The broker is responsible for the content and quality of each application taken and each loan submitted to Integrity Financial Group.

THE SUBMISSION OF A LOAN APPLICATION CONTRAINING FALSE INFORMATION IS A CRIME.

TYPE OF LOAN FRAUD:

1. Submissions of inaccurate information, including false statement on loan application(s) and falsification of documents purpose to substantiate credit, employment, deposit and asset information, personal information including identity, ownership of real property, etc.
2. Forgery of partially or predominantly accurate information
3. Incorrect statements regarding current occupancy or intent to maintain continuing occupancy as stated in the security instrument
4. Lack of due diligence by a Broker/Loan Officer/Processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to questions
5. Unquestioned acceptance of information or documentation, which is knows, should be known, or should be suspected to be inaccurate
6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application
7. Allowing an applicant or interested third-party to "assist with the processing of the loan"
8. Broker's non-disclosure of relevant information

CONSEQUENCES:

The effects of "Loan Fraud" are costly to all parties involved. Integrity Financial Group Wholesale stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by Integrity Financial Group Wholesale. Fraudulent loans damage our reputation. The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of the potential consequences:

Consequences to Broker:

1. Criminal Prosecution;
2. Loss of Real Estate Broker's License;
3. Loss of Lender Access due to exchange of information between Lenders, Mortgage Insurance Companies, including submission of information to investors (FHLMC/FNMA), Police Agencies, Investigative Firms and the Department of Real Estate;
4. Civil Action by Integrity Financial Group Wholesale;
5. Civil Action by Applicant/Borrower, or Other Parties to the Transaction;
6. Loss of Approval Status with Integrity Financial Group Wholesale.

Consequences to Borrower:

1. Acceleration of debt (FHLMC/FNMA Deed of Trust, revised 9/90), Item #6 states: "Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender or failed to provide lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property as principle resident." Foreclosure under the Borrower will not have the benefit of reinstatement in order to cure the default; the Borrower must pay-off the loan in full prior to the sale date of the property.
2. Criminal Prosecution;
3. Civil Action by Integrity Financial Group Wholesale and Broker;
4. Civil Action by Other Parties to Transaction, such as Seller or Real Estate Agent or Broker;
5. Employment Termination;
6. Loss of Professional License, if any;
7. Adverse Effect on Credit History.

I HAVE READ THE FOREGOING STATEMENT AND UNDERSTAND ITS CONTENTS AND INTEGRITY FINANCIAL GROUP WHOLESALE'S POSITION REGARDING "LOAN FRAUD".

Signature of Principal Officer

Date

Signature of "Broker of Record"

Date



Certification & Authorization

The undersigned hereby certify the following:

1. I/We have applied for a Mortgage Wholesale Broker approval with Integrity Financial Group. In applying for the approval, I/We completed an application containing information for the purpose of such approval. I/We certify that all of the information contained therein is true, complete and accurate. I/We made no misrepresentation in the application or other documents, nor did I/We omit any material facts or information.
2. I/We Understand and agree that Integrity Financial Group reserves the right to verify any, and all, of the information provided in the application by whatever means it deems reasonable.

Authorization to Release Information

To:

1. I/We have applied for Wholesale Mortgage Broker approval from Integrity Financial Group. As part of the approval process, Integrity Financial Group may verify information contained in the application and related documents either before or as part of its quality control program.
2. I/We authorize you to provide to Integrity Financial Group any and all, information and documentation that they request. Such information includes, but not limited to, credit history and copies of income tax returns.
3. A copy of this Authorization may be accepted as an original.

Company Name

Tax Identification Number

Broker's Printed Name

Social Security Number

Broker's Home Address

Date of Birth or Age

Broker's Signature

Date



Fax and E-mail Permission

Express permission is hereby granted to the agents of **Integrity Financial Group** to fax and/or email unsolicited information, Rate Sheets and advertisements pertaining to our business relationship to the following fax machine(s) and email address (es).

Fax Number(s): _____

Email Address(es): _____

Name _____

Broker/Firm _____

DBA _____

Signature: _____ **Date:** _____