

Mortgage + Care

The fields in this document are filled in by Mortgage+Care Loan Origination Software.
Please contact us at (800)481-2708 or www.mortcare.com for a list of mergeable documents.

«f80»

«f81»

«f82», «f83»

AGREEMENT

TO: «f80»

ESCROW NUMBER:«f48»

The undersigned hereby engages «f80», as a broker, hereinafter referred to as COMPANY to obtain lenders for a loan of \$«f20» bearing interest at «f22» % percent per annum, payable as follows: «f23» installments of \$«f24» per month, the balance all due and payable approximately «f26» months from the close of escrow, the first payment due approximately thirty (30) days from the close of escrow, secured by a First Second Third deed of trust on real estate located at: «f18», «f19» APN:«f59», in the county of «f63», State of California; and to be additionally secured by n/a _____.

The above described real estate is: a single family residence or single unit in a condominium or in a cooperative apartment or a duplex or two (2) houses on a lot or a double bungalow; three (3) units, or more, in a residential building or a commercial or an industrial property; vacant lot or other. The undersigned does does not occupy or intend to occupy the above-described property within ninety (90) days of the execution of the Deed of Trust.

The undersigned agrees to pay COMPANY the sum of \$«f34» as brokerage commission for obtaining lenders for this loan. The undersigned will also pay all costs, expenses, and charges totaling approximately \$ as shown on the Mortgage Loan Disclosure Statement executed by the undersigned and incorporated herein by this reference, leaving the undersigned approximately \$. It is understood that all existing liens and encumbrances if any, and the costs of determining and paying same, if any, except first first and second other: _____ will be paid out of the proceeds of this loan.

To induce COMPANY to procure said loan, the undersigned represents ownership of said real estate and that the statement of all liens affecting the property shown on the Mortgage Loan Disclosure Statement is full, true, and correct, and authorizes broker to divulge any and all credit information to prospective lenders and/or title insurers.

The undersigned agrees to execute a Promissory Note which may include a prepayment charge, late penalty, and other provisions as required by lenders and COMPANY in accordance with the above terms. Said Promissory Note by this reference is herein incorporated. The undersigned agrees to execute any and all documents necessary for the consummation of the loan referred to herein.

It is further agreed that the obtaining of a commitment to make the above loan from a responsible individual, partnership, or corporation constitutes a complete negotiation within the meaning of this agreement, and upon obtaining of a commitment, I/We the undersigned authorize COMPANY to proceed to the close of escrow. COMPANY is authorized to deposit this Agreement into any escrow, and when so deposited it shall constitute authorization and instructions to escrow to pay COMPANY 'S costs, expenses, charges, and commissions, as set forth herein. COMPANY may act as escrow holder in connection with this loan. If the loan is not consummated because of the default of the undersigned, undersigned shall pay commission, charges, and fees referred to herein, subject to the provisions of Section 10243 of the Business and Profession Code and other applicable statutory law of California. If the COMPANY prevails in any legal action arising out of this Agreement, it shall recover reasonable attorney's fees.

The prospective borrower(s) acknowledge(s) and consent(s) to the fact that the broker, («f80») also represents the prospective lender(s) in this transaction. Upon recordation of the subject deed of trust, or cancellation of the subject escrow, the agency relationship between the broker and the undersigned shall be considered terminated unless specifically extended in writing.

In the event of a subsequent transfer of the servicing of the indebtedness, the existing servicing agent («f80») and the new servicing agent shall give notice of this fact to the borrower prior to the creation of any duty on the part of the borrower to the new servicing agent.

This agreement shall be irrevocable until .

THE FOREGOING AGREEMENT HAS BEEN READ AND IS UNDERSTOOD AND ACCEPTED BY EACH OF THE UNDERSIGNED. I/WE DO HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE FOREGOING AGREEMENT.

DATE: «f3»

ACCEPTED BY: _____

«f80»

«f81»

«f82», «f83»

«f84»