

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 _____ (Client name), hereinafter referred to as "the Client", and Next Step Processing, hereinafter referred to as "NSP", where taken together "the Parties".

WITNESSETH:

WHEREAS, the Client is properly licensed and approved to broker/originate and close mortgage loans and; WHEREAS NSP has experience processing mortgage loan applications and is interested in processing mortgage loan applications originated by the Client in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Loan Processing:** The Client may submit loan applications it has originated to NSP for loan processing. NSP agrees to promptly and diligently process such loan applications in compliance with all applicable laws and regulations. NSP will make every reasonable effort to ensure that all loan applications are fully processed to the extent that the Client's chosen lender's requirements are satisfied.
2. **Duties of The Client:** The Client shall: (i) take and complete the application for the Loans (the "application"); (ii) collect the Application fee, if applicable, (iii) pre-qualify the applicants for the loans (the "Applicant"); (iv) pull borrowers credit report; (v) collect W-2's, pay stubs, bank statements, tax returns ,(vi) designate which appraiser NSP shall be used; (vii) complete and timely forward of the initial Loan estimate; (viii) deliver to NSP the Application together with all other documents and information referenced in this paragraph or otherwise required by the lender to be processed by NSP. The Mortgage Broker's job is to provide a complete application and communicate with NSP on any potential issues with a loan. Brokers are to discuss the fees and loan locks and then lock the loan. Brokers will deliver the bad news to a borrower if applicable, and the broker will be responsible for restructuring the loan if needed.
3. **Loan Processing Fees:** The Client understands, and agrees to, the fact that the most mutually desirable method of payment of all fees due NSP, accrued pursuant to the terms of this agreement, is by direct payment by the designated closing agent/escrow involved in each transaction. By signing this agreement, including the separate attachment A & B, the Client pledges its complete support for this stated method of payment of fees due NSP and further agrees to include the

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NSP fee on the "Broker Fee Sheet", in all cases possible. The Client further agrees that in cases where payment of third party processing fees are restricted it will instruct the closing agent/escrow to deduct from the funds due to the client, the fees due to NSP, and forward them directly to NSP, upon all invoices submitted to the closing agent/escrow.

4. **Disclosures:** NSP assumes no liability for errors or omissions of third parties on loan application or closing documentation. The Client is solely responsible for verifying closing figures and all documents prior to signing as well as ensuring that all loan documents meet state and federal guidelines. Additionally, the Company is responsible for the following: i) Preparing the "Loan Estimate/Broker Demand/Fee Sheet, ii) Choosing the lender the application will be submitted to (iii) locking the interest rate with the lender; iv) Providing to NSP the missing items from the borrower as outlined helping gather the missing items from the "missing items list" as provided by NSP; (v) Discussing and disclosing the interest rates and loan terms with the borrower, and (vi) Forwarding all original documentation to NSP as requested.

5. **Indemnification:** The Client shall indemnify, defend and hold NSP harmless from any and all claims, liability and costs arising out of, or in any way connected with the Clients performance under this Agreement. NSP shall not be responsible for any files after closing or any files that do not close.

6. **Applicable Law:** This agreement will be governed by, and construed in accordance with the laws of the State of North Carolina.

7. **Confidentiality:** NSP 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 NSP. NSP will not be doing anything with non- public personal information other than what they have been contracted to do by the Client.

8. **Termination of Agreement:** Either party may terminate this agreement at will by notifying NSP in writing their intention to terminate this agreement. If either party terminates this Agreement, NSP agrees to promptly deliver to the Client all loan application files currently being processed, and all files for loans that have closed, in exchange for any outstanding fees that might be due to NSP.

9. **Non-solicitation:**

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

10. **Independent Contractor:** The Client acknowledges and agrees that NSP is not an employee of the Client and is an independent contractor. NSP may, from time to time, fill out order forms on behalf of the Client 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 NSP orders these documents only as a courtesy to the Client, and the Client agrees to accept financial responsibility for any and all documents ordered in connection with the processing of their loan applications. The Client agrees to accept 100% financial responsibility for any audits conducted by the state and federal agencies or claims made by borrower in connection with the Processed Loan File.

11. **Fees and Charges:** See "Attachment A"

12. **Responsibility of the Client:** See "Attachment B"

NEXT STEP

MORTGAGE PROCESSING

IN WITNESS WHEREOF, the Client has entered into this agreement as of the date written herein below.

By signing below, you certify that you are authorized to sign for the Client and agree to the
aforementioned terms, as governed by the laws of the State of North Carolina.

Signed this _____ day of _____ 20___. Agreed, as governed by the laws of the State of
North Carolina.

Client Name:	Next Step Processing
_____	Signature: _____
Address: _____	Print Name: _____
_____	Title: _____
Tel #: _____ Fax #: _____	Date: _____
Signature: _____	
Print Name: _____	
Title: _____	
Date: _____	

Note: If Agreement is Docusigned; NSP and the Client agree that this Agreement will be considered signed when the signature of a party is delivered by Docusign or email transmission. Signature transmitted by such shall have the same effect as original signatures.

“Attachment A”

Loan Processing Agreement Fee List

- Conventional/Conforming loans \$750
- FHA/VA/USDA \$799
- Jumbo Loans \$799
- Non-QM \$850
- Re-Submission to 2nd lender \$50
- Re-Submission to 3rd lender \$100

Additional Fee's may be incurred:

Any charges to Next Step Processing for borrower verifications, including toll-free telephone charges and service fees (i.e. The Work Number, “1-900” charges for VOD's etc.)

Additional fees for work done beyond the terms of the Agreement may be negotiated on a case-by-case basis.

Next Step Processing will provide a detailed invoice to document all fees and expenses.

Our loan processing fee is paid at the time of the closing by the Client or on the settlement statement as a third-party line item.

*NSP does not assess any charges for loans that do not close.

“Attachment B”

Responsibility of the Client

The loan officer/client will be responsible for the following items:

Interest rates – locking the loan and extension of the lock

Discussing Fees, locks with the borrower

State & Federal Compliance

Fee's & Giving final approval on the Initial Closing Disclosure as well as Final Closing Documents

Commitment Letters

Maintaining file for their records

Payment to Next Step Processing when the payment is not allowed on the CD per the lender

Responsible for restructuring the loan if needed