



**ONE CHOICE MORTGAGE, LLC**  
**7700 W. BLUEMOUND ROAD**  
**WAUWATOSA, WI 53213**  
**Phone: (414) 431-3100**  
**Fax: (414) 431-3101**

Dear Broker:

Thank you for showing interest in working with One Choice Mortgage, LLC. In order to qualify for approved broker status, we require you submit the following items:

- 1) Signed Broker Agreement;
- 2) Completed Loan Broker General Information Sheet;
- 3) Signed Authorization / Release for Businesses and Individuals;
- 4) Completed Do Not Fax Compliance Agreement;
- 5) Signed Fair Lending Acknowledgement;
- 6) List of branch offices with phone and fax numbers;
- 7) Copy of licenses in states where you wish to do business;
- 8) Copy of current business balance sheet and income statement **OR** copy of recent credit report for each Principal;
- 9) Copy of resume for each Principal (if office has not been at the current location for at least three years).

You are invited to submit additional information for the sole purpose of approval. All items received shall be held in the strictest confidence.

Thank you for your cooperation.

Sincerely,

Michael O Walters, President  
One Choice Mortgage, LLC



# One Choice Mortgage, LLC

## Loan Broker General Information

BUSINESS NAME		TAX ID #		PH:	
				FAX:	
BUSINESS ADDRESS/SUITE NUMBER		<input type="checkbox"/> LEASE Exp. Date <input type="checkbox"/> OWN		HOW LONG AT THIS LOCATION?	
				YEARS,          MONTHS	
BUSINESS CITY/STATE/ZIP		LANDLORD/MORTGAGE HOLDER			
BUSINESS TYPE: <input type="checkbox"/> C CORPORATION <input type="checkbox"/> S CORPORATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY CORP				DATE BUSINESS BEGAN:	
NATURE OF BUSINESS: <input type="checkbox"/> MORTGAGE BANKER <input type="checkbox"/> MORTGAGE BROKER <input type="checkbox"/> OTHER:					
PRINCIPALS OF BUSINESS: NAME/TITLE	D.O.B.	S.S. NUMBER	YRS W/BUS	% OF OWN.	HOME PHONE
CURRENT YEAR VOLUME - CONFORMING:			FHA MTG. NUMBER:		
CURRENT YEAR VOLUME - NONCONFORMING:			VA ID NUMBER:		
NAMES OF CREDIT REFERENCES		REFERENCE ADDRESS/CITY/STATE/ZIP		REFERENCE PHONE NUMBER	
NAMES OF BUSINESS REFERENCES (PLACES YOU HAVE BROKERED BUSINESS)		REFERENCE ADDRESS/CITY/STATE/ZIP		REFERENCE PHONE NUMBER	
PRIMARY FINANCIAL INSTITUTION		CHECKING ACCT. NUMBER		SAVINGS ACCT. NUMBER	
HAS BUSINESS OR PRINCIPALS EVER BEEN: SUED FOR DEBT? <input type="checkbox"/> YES <input type="checkbox"/> NO A DEBTOR IN BANKRUPTCY PROCEEDINGS? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, PLEASE EXPLAIN (DATES, REASONS)			

ONE CHOICE MORTGAGE DOES HEREBY RESERVE THE RIGHT TO MAKE ANY REFERENCE INQUIRIES, AND MAY AT THE SOLE EXPENSE OF ONE CHOICE MORTGAGE, ORDER CREDIT REPORTS UNLESS CURRENT CREDIT REPORTS ARE PROVIDED.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_



# AUTHORIZATION / RELEASE FOR BUSINESSES AND INDIVIDUALS

\_\_\_\_\_ (Name), \_\_\_\_\_ (City)  
 \_\_\_\_\_ (state) (the "Applicant") acknowledge that it is in the best interest of both Applicant and One Choice Mortgage, LLC, Wauwatosa, WI (Mortgage "Lender") for Mortgage Lender to perform due diligence concerning efficiencies in the due diligence process that are possible when Mortgage Lender and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and companies such as Applicant. Therefore, Applicant hereby consents and gives Mortgage Lender permission to submit the name of Applicant's company and any and all employees of that company for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Applicant understands that Mortgage Lender performs quality control reviews of the loans that Applicant submits to Mortgage Lender for registration, review, underwriting, and/or purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Applicant or its employees are implicated in the misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Mortgage Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Mortgage Lender or any other MIDEX subscriber to Mortgage Asset Research Institute, inc., recorded in the MIDEX system, and used in any way by Mortgage Lender or any other MIDEX subscriber.

### Signed for Applicant:

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

Company:  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:  
\_\_\_\_\_

### Signed for Mortgage Lender:

Michael O. Walters  
\_\_\_\_\_  
(Print or Type Name)

President  
\_\_\_\_\_  
(Title)

Company:  
One Choice Mortgage, LLC  
\_\_\_\_\_

Address:  
7700 W. Bluemound Road  
\_\_\_\_\_  
Wauwatosa, WI 53213  
\_\_\_\_\_

Date:  
\_\_\_\_\_



## ***DO NOT FAX COMPLIANCE AGREEMENT***

Dear Valued Mortgage Broker:

In accordance with the FCC's "Do Not Fax" rule, which took effect on January 1, 2005, we are required to get authorization from anyone wishing to receive important information regarding products, services, special promotions, ***daily rate sheets***, and even escrow/closing instructions via fax and/or email.

To that end, we ask that you complete and return this form as your written authorization to receive business related information from us via fax, email or both.

- We authorize One Choice Mortgage, LLC to fax business related products to the following fax numbers:

\_\_\_\_\_ / \_\_\_\_\_  
\_\_\_\_\_ / \_\_\_\_\_  
\_\_\_\_\_ / \_\_\_\_\_

- We authorize One Choice Mortgage, LLC to email business related products to **ALL** of the following email addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Name/Place of Business: \_\_\_\_\_

## BROKER AGREEMENT

Owner/Broker:

From time to time, you have, and may in the future, submit loans for approval to One Choice Mortgage, LLC (One Choice) and, in connection therewith, provide One Choice with completed loan applications (hereinafter "Applications") and other information regarding the borrower and the mortgage property (hereinafter "Underwriting Materials"). With respect to the submission of such Applications and Underwriting Materials, and in consideration of One Choice receiving and acting upon such submissions, you hereby agree with One Choice as follows:

1. You represent and warrant that all information provided One Choice in connection with a submission, including, without limitation, the contents of each Application and the contents of each of the Underwriting Materials, is true, correct and complete. You further represent and warrant that you are not aware of any facts that would render an Application or any of the Underwriting Materials misleading or false in any way. You represent and warrant all files against fraud and will notify One Choice if fraud exists after loans are closed.
2. You agree not to violate any provisions of federal, state or local law or regulation applicable to the loan transactions referred hereunder, including, without limitation, laws pertaining to fair lending, real estate settlement procedures, home mortgage lending and consumer laws, to properly disclose to One Choice and proposed borrowers all fees, costs, charges or expenses paid by the proposed borrower(s) to you, and further agree that you will not submit any loan transaction subject to the Home Ownership and Equity Protection Act of 1994, and regulations promulgated thereunder, as the same may be amended from time to time.
3. You acknowledge that One Choice shall not approve submissions that could be construed as "flipping." One Choice defines "flipping" as the buying and selling and/or refinancing of properties within the same group of individuals for these individuals to realize quick cash profits. You represent and warrant that you are not aware of any facts that could be construed as evidence of "flipping."
4. You acknowledge that you are not One Choice's agent for any purpose whatsoever. You shall not represent to any person that you are acting on behalf of One Choice and you have no authority to make any commitments or other binding obligations on the part of One Choice. One Choice hereby disclaims any liability to any proposed borrower or other person arising therefrom.
5. One Choice shall from time to time, supply Broker with a "Rate Sheet" which shall set forth, among other things, One Choice's then current rates, fees, partial guidelines, loan amounts, loan to values (LTV), and effective date. Broker shall deliver mortgage loans in accordance with the Agreement and shall receive compensation for fees collected over and above One Choice's required fees. However, in no event shall Broker charge any borrower a fee as a percentage of the mortgage amount in excess of 7.99%, including One Choice's fees. Fees in excess of 7.99% must be approved by One Choice on a case-by-case basis.
6. Each year you may be required to provide One Choice with a copy of your most recent audited financial statements and current mortgage banking/broker licenses. If you do not normally have audited financial statements prepared, you shall provide compiled financial statements certified as true and accurate by your chief financial officer.
7. Unless otherwise agreed to in writing, you agree to possess and maintain, at no cost to One Choice, during the term of this Agreement, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon request of One Choice. You agree to notify One Choice of changes thereto or cancellations thereof.
8. You acknowledge that during the first six (6) month period following One Choice's purchase of the mortgage loan, you shall not refinance any mortgage loan purchased from you by One Choice. If you violate this covenant, you must reimburse One Choice for all fees and other compensation received from One Choice in connection with the loan application package and the mortgage loan arising in connection therewith.
9. You acknowledge that in the event of any breach by you of any covenant, representation or warranty contained in this Agreement, which breach materially and adversely affects the value of a mortgage loan or the interest of One Choice in such mortgage loan, unless fully cured in all respects (in sole judgement of One Choice) within thirty (30) days of receipt of written notice of such breach, you shall, at the election of One Choice, either (a) repurchase the related mortgage loans affected by the breach, or (b) indemnify One Choice with respect to such loan as provided in Paragraph 10, below. If One Choice elects the repurchase option, the repurchase shall be effected within ten (10) days of receipt of written demand by One Choice. You agree to pay any and all documentary stamp taxes, recording fees,

transfer taxes and other expenses payable in connection with any repurchase, including, but not limited to, One Choice's reasonable attorneys' fees. One Choice is not required to demand repurchase within any particular period of time, and any delay in making such a demand shall not constitute a waiver by One Choice of any of its rights or remedies in the future. Repurchase and indemnification obligations shall survive the termination of this Agreement. The repurchase price would be calculated in the following manner: (i) the then outstanding principal balance of such mortgage loan, (ii) accrued and uncollected interest based on the note rate on such mortgage loan calculated up to, but not including, the date of repurchase, and (iii) any costs or expenses incurred by One Choice for action reasonably taken by One Choice.

10. You shall indemnify and hold harmless One Choice from any loss, cost, claim, liability, expense, penalty or other damage of any kind incurred by One Choice including, without limitation, reasonable attorney's fees, resulting from (a) any incorrect or incomplete information contained in any Application or in any of the Underwriting Materials, or (b) any breach by you of any covenant, warranty or representation made by you in this Agreement, or (c) any violation of law or regulation applicable to any loan submitted hereunder. Provided, however, that you shall have no obligation for such losses as are caused by One Choice's gross negligence or willful misconduct.
11. You acknowledge that no remedy under this Agreement is exclusive of any other available remedy, but each remedy is cumulative and is in addition to other remedies given under this Agreement or existing in law or in equity.
12. This Agreement shall be construed, and the rights and obligations of the parties hereunder determined, in accordance with the laws of the State of Wisconsin. This Agreement contains the entire agreement regarding the matters contemplated herein, and any statement or promise that is not included in this Agreement shall be unenforceable. This Agreement supersedes all prior agreements, oral and written, regarding the subject matter hereof. This Agreement shall not be modified or altered except in writing signed by both One Choice and you. If any term or provision of this Agreement is declared unenforceable, then the remaining terms shall be unaffected thereby, and shall be enforced as if this Agreement did not contain such term or provision.
13. Any ambiguities in this Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances giving full consideration to the intentions of the parties at the time of contracting. This Agreement will not be construed against any party by reason of its preparation. This Agreement shall bind and inure to the benefit of the parties, their successors, and authorized assigns provided, however, that you may not assign your rights or obligations under this Agreement without One Choice's prior written consent. This Agreement may be terminated without cause at any time by either party upon thirty (30) days prior written notice of termination to the other party.
14. You acknowledge that One Choice is relying upon the undertakings contained herein in receiving Applications from you and acting upon them.

Accepted and agreed.

Company Name: \_\_\_\_\_

**ONE CHOICE MORTGAGE, LLC**

Name: \_\_\_\_\_

Name: Michael O. Walters

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President

Date \_\_\_\_\_

Date: \_\_\_\_\_



# ***FAIR LENDING ACKNOWLEDGEMENT***

IT IS AGAINST ONE CHOICE MORTGAGE, LLC'S (OCM) POLICY TO DISCRIMINATE ON ANY BASIS, INCLUDING A LOAN APPLICANT'S RACE, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, GENDER, OR AGE.

Practicing Fair Lending is a core value to OCM. Any act of discrimination violates our policy. We have a zero tolerance policy regarding any discriminatory act or behavior. It is our policy and our practice to comply fully with fair lending and all other laws regulating our industry.

We expect all brokers to fully understand fair lending practices and to deal fairly and equally with all loan applicants. We insist that all negotiations be in good faith and without bias. We require the following Federal Laws, and all statutes governing lending and equal rights to be complied within each jurisdiction that the broker conducts business.

<b>LAW</b>	<b>SUMMARY</b>
<b>Fair Housing Act (FHA)</b>	Prohibits discrimination in lending based on prohibited factors (race, color, religion, national origin, handicap, familial status, gender, and age). Also prohibits practices such as redlining, making excessively low appraisals, use of subjective or non-reviewable criteria, creating and exploiting a racially exclusive image, expressing intent to discriminate, and discriminating against women.  <a href="http://www.hud.gov/offices/fheo/FHLaws/index.cfm">http://www.hud.gov/offices/fheo/FHLaws/index.cfm</a>
<b>Equal Credit Opportunity Act (ECOA)</b>	Prohibits discouraging applications and limits the manner in which lenders can inquire about marital status, spouses, former spouses, alimony and child support. Also establishes requirements for lenders such as providing copies of appraisals, providing appropriate disclosures and preserving records from the application/transaction.  <a href="http://www.ftc.gov/bcp/online/pubs/credit/ecoa.htm">http://www.ftc.gov/bcp/online/pubs/credit/ecoa.htm</a>
<b>Fair Credit Reporting Act (FCRA)</b>	Regulates the activities of reporting agencies and the users of credit information and protects individuals from invasion of privacy and the dissemination of false or inaccurate information. Requires disclosures when adverse action is taken.  <a href="http://www.ftc.gov/os/statutes/fcra.htm">http://www.ftc.gov/os/statutes/fcra.htm</a>
<b>Home Mortgage Disclosure Act (HMDA)</b>	Requires lenders to collect certain information about the loans they make so the government can track applications and insure lenders are taking and approving applications equally for all groups of people.  <a href="http://www.ffiec.gov/hmda/">http://www.ffiec.gov/hmda/</a>
<b>Truth in Lending Act (TILA)</b>	Requires the disclosure of information about the lender, amount financed, and finance charge, payments, security and interest rate. Also establishes that borrowers have a right to rescind most loans secured by their primary residence within three business days of loan closing.  <a href="http://www.federalreserve.gov/regulations/title12/sec226/12cfr226.01htm">http://www.federalreserve.gov/regulations/title12/sec226/12cfr226.01htm</a>
<b>Real Estate Settlement Procedures Act (RESPA)</b>	Requires lenders to provide advance disclosure information on loan settlement procedures and costs. Also regulates the way in which referrals between companies can be made and establishes parameters for the amount of money borrowers are required to place in an escrow account established for taxes and insurance.  <a href="http://hud.gov/offices/hsq/sfh/res/respa/hm.cfm">http://hud.gov/offices/hsq/sfh/res/respa/hm.cfm</a>
<b>Telemarketing Sales Rule</b>	Establishes parameters regarding the manner in which telemarketing can be conducted. Specifies times during which telemarketing is permitted, information that must be disclosed to consumers during telemarketing, and that records must be kept of telemarketing transactions.  <a href="http://www.ftc.gov/bcp/telemark/rule.htm">http://www.ftc.gov/bcp/telemark/rule.htm</a>

As a condition of entering into and maintaining a business relationship with One Choice Mortgage, LLC, we: 1) acknowledge OCM's fair lending policy; 2) agree to comply with all Federal, State, and local licensing, lending disclosures, and consumer protection laws; 3) agree to educate our principals, employees, affiliates, and agents about fair lending practices and the above laws; and 4) agree to advise OCM immediately upon ascertaining any violation of the above laws by its principals, employees, affiliates, third-party service providers or agents.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_