Mortgage Processing Agreement (Legal Sized Form)
Please complete and return this agreement to us.

This agreement between MORTGAGEPROCESSOR.COM, herein after referred to as MORTGAGEPROCESSOR.COM, and _____ herein after referred to as CLIENT is entered into as of _____.
MortgageProcessor.com has substantial experience processing mortgage loans and would like to provide processing services to CLIENT under the following terms and conditions.

A.	Processing fees are based on the following schedule: $495 per file. * - Piggy Back second mortgages shall be billed at a rate of $225 per closed and funded loan. - <u>Rush fee's</u> Occasionally files need to be rushed through processing and closing. Because MORTGAGEPROCESSOR.COM must devote additional resources to "rushing" a file, a $100 fee shall be added loans that CLIENT has indicated as a "rush file". Any file that needs to close in 10 business days or less is considered a rush file. - Verification Fees such as verification of employment charges, Payoff fees, HOA fees, and other fees due up front from the borrower or CLIENT shall be paid via check to MortgageProcessor.com prior to work being done on behalf of CLIENT. Optionally CLIENT may fund an account with MORTGAGEPROCESSOR.COM to have such fees deducted as needed. *If a file does not close CLIENT shall owe MORTGAGEPROCESSOR.COM $100 to cover copy/overnight fees, and labor cost. All fees, including those not paid as quoted in the paragraph directly above this one will be due on a net 10 basis from the date a file is declined or canceled. A late fee of $10 per day will be assessed for unpaid invoices after a 10 day grace period. CLIENT's may fax a check for payment using check by fax. - MortgageProcessor.com's processing fee shall be paid a separate check out of closing proceeds for all closed files. If MORTGAGEPROCESSOR.COM's check is made payable to CLIENT in error, CLIENT agrees to void that check and have new checks cut to correct the error. *The pricing for closed files is based on an average of 5 man hours spent working on a file. On occasion files take substantially longer to close due to situations outside of MORTGAGEPROCESSOR.COM's control. If labor hours go substantially above five hours, then the CLIENT will be notified and asked if they wish MORTGAGEPROCESSOR.COM to continue processing the file. If CLIENT agrees to continue processing, then CLIENT will be billed labor fees in the amount of $50 per man hour worked on the file. If CLIENT does not agree to continue work on the file then CLIENT agrees to pay a fee of $200 to have the file returned to CLIENT. *Pricing in this contract is valid for CLIENTS in every state except CA. Contact MORTGAGEPROCESSOR.COM for more details.
B.	MortgageProcessor.com agrees to overnight your file to one lender, and cover the copy costs involved with submitting your file to that lender. Should special circumstances be needed, CLIENT agrees to pay MortgageProcessor.com $49 for each additional lender that MortgageProcessor.com submits files to on behalf of CLIENT to cover copy and overnight charges.
C.	Return of Files. MortgageProcessor.com implements two methods of returning files to clients. For no charge, MORTGAGEPROCESSOR.COM agrees to return electronic copies of all closed files to CLIENT at the completion of funding and payment of MortgageProcessor.com's fee. Or, at CLIENT's option and prior expense, original files can be returned to CLIENT via U.S. Mail or overnight service. MORTGAGEPROCESSOR.COM does not maintain paper copies of any files after the file has closed.
D.	Either party may terminate this agreement with 3 days written notice to the other. If either party terminates this agreement, CLIENT agrees to pay $300 for each file that CLIENT has submitted for processing that has been approved by a lender. Further CLIENT agrees to pay the full processing fee for all loans that have closed. CLIENT

	agrees to deliver certified funds made out to MortgageProcessor.com for the above outlined fees, plus any outstanding fees, in exchange for deliverance of all CLIENT'S files back to CLIENT through courier or overnight service at CLIENT'S prior expense. CLIENT agrees to pay collection and attorneys fees for unpaid bills sent to attorneys and collection agencies for collection of unpaid fees documented by MortgageProcessor.com.
E.	The terms of this contract are governed under the laws of Colorado.
F.	MortgageProcessor.com represents that it has adopted and implemented procedures to safeguard customer information and records that are reasonable designed to: (i) ensure the security and confidentiality of CLIENT's customer records and information; (ii) protect against any anticipated threats or hazards to the security or integrity of customer records and information; (iii) protect against unauthorized access to, or use of, CLIENT's customer records or information that could result in substantial harm or inconvenience to any customer; (iv) protect against unauthorized disclosure of non-public personal information to unaffiliated third parties; and (v) otherwise ensure compliance with privacy laws and federal standards.
G.	CLIENT understands that MortgageProcessor.com employs trained sub-contract processors that have a contract relationship with MortgageProcessor.com. CLIENT agrees to not solicit, or hire, any subcontract processor away from MortgageProcessor.com. CLIENT agrees to pay MortgageProcessor.com a referral fee of $10,000 if they hire, or solicit any subcontract processor away from MortgageProcessor.com, and pay any attorney and court costs if required to collect such referral fee from CLIENT.
H.	CLIENT understands that they are responsible for choosing a lender for each file, locking their borrowers rate with that lender, and for collecting items missing from the borrowers file that have not been sent to the processor in the original submission package. CLIENT shall deliver a fully completed application and all supporting documents collected from the borrower, with a cover sheet outlining the title company, appraiser, lender, and notes to their processor with each file.
I.	CLIENT authorizes MortgageProcessor.com, and it's affiliated subcontract processors, to complete paperwork on it's behalf. Subcontractors shall submit paperwork on CLIENT'S behalf for appraisal, title work, surveys and other documents in order to process and close files. CLIENT understands and agrees that MortgageProcessor.com and it's subcontractors are working on behalf of CLIENT, and are in no way liable for bills incurred while ordering services on behalf of CLIENT. Examples include, but are not limited to; appraisals, survey, title company fees, HOA processing fees, contractors, and Realtor fees. CLIENT agrees to be responsible for all fees incurred in connection with the processing of the CLIENT'S files.
J.	Signature by an authorized agent of your firm, and return of this agreement by fax or US Mail, allows you to begin immediately submitting files for processing.

CLIENT   MortgageProcessor.com

Signature_____Date_____   Signature_____Date_____
By signing above, you certify that you are authorized to sign for your company.

Print Name:	Loren A. Parker
Address:	9251 S. Sand Hill Trail
State/Zip:	Highlands Ranch, CO 80126
Phone & Fax#:	303-972-3255(phone) / 303-904-3246(fax)
E-Mail:	lparker@mortgageprocessor.com
Company Name:	MortgageProcessor.com.
Please fax a copy of this agreement to **800-294-9339** on "high or fine" resolution, and then overnight, fax or scan your new files to us. Please send the original contract back to us at MortgageProcessor.com, 9251 S. Sand Hill Trail, Highlands Ranch, CO 80126. Attn: Loren Parker *__Please fill out the attached addendum found on the page below.__*	

<u>ATTENTION TITLE /ESCROW COMPANIES</u>

This form filled out and signed by the Broker authorizes the title company / settlement company to cut a separate check for processing to MortgageProcessor.com out of closing proceeds.

I_____ authorized agent for _____, herein after
  (Your Name)   (Your Company Name) referred to as CLIENT, direct the title company, and /or funding agent, to cut a separate check out of our broker proceeds directly to MortgageProcessor.com for the processing of loans being closed and funded by this title/escrow/attorney's company.

By signing this agreement CLIENT hereby certify that they are an authorized agent for the CLIENT'S company. This signed and dated agreement shall be treated as authorization to pay MortgageProcessor.com a separate check for their processing, and additional fees as documented and invoiced to the CLIENT.

This document should be accompanied by an invoice specifying the file being closed from MortgageProcessor.com with instructions outlining the address to send it's check for processing, and any additional fees (if indicated on the invoice). **Title/Settlement companies please note that no verbal, nor written authorization, after the date recorded on this document shall take precedence over this document, including lender closing instructions. If MortgageProcessor.com's processing fee check is cut to any entity other than MortgageProcessor.com the title company will be held liable for unpaid processing fees plus interest and penalty. Further, any checks incorrectly cut shall immediately be voided and re-cut to MortgageProcessor.com to correct the error.**

<u>Should you have any questions regarding this document or this procedure please call Loren Parker at 303-972-3255</u> **prior to closing** <u>for clarification.</u>

Photocopied signatures are to be treated as original's as agreed by the signing of this document by CLIENT.

_____
Signature

_____
Company Title

_____
Print Name

_____
Dated

_____

_____
Lender/Bank company name, Telephone #, and address