

KANSAS LOAN BROKERAGE AGREEMENT

Borrower(s):

Date:

Loan Number:

Property Address:

Broker:

Loan Originator:

This disclosure is provided to you pursuant to Kan. Stat. Ann. § 50-1015.

You, the applicant, agree to enter into this Mortgage Broker Agreement with us, the Broker, as an independent contractor to apply for a mortgage loan from a Lender with which we from time to time contract upon such terms and conditions as you may request or the Lender may require.

SECTION I. NATURE OF RELATIONSHIP

In connection with this mortgage loan:

- We are acting as an independent contractor and not as your agent.
- We will assist in processing your loan application, including but not limited to assistance in completing the application, negotiating a loan, gathering the required documentation, and coordinating the efforts required to compile a completed application package.
- We will present your application to the Lender for review and approval.
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

SECTION II. OUR COMPENSATION

- Your interest rate, points and fees offered to you by the Lender may include our compensation.
- Either you or the Lender may pay us all of our compensation.
- For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- Alternatively, if you would rather pay less up-front, you may be able to accept a higher interest rate from the Lender as a means to finance the payment of our compensation or other costs that you would otherwise be required to pay directly, in which case, we would be paid directly by the Lender.
- We are entitled to compensation at the settlement of your mortgage loan.
- We also may be paid by the Lender based on services, goods, or facilities performed or provided by us to the Lender.
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SECTION III: REFUND OF FEES

- All fees paid to third parties for services in connection with your loan are not refundable unless the third party service is not provided.

- All fees, other than third party fees, will be refunded if the loan does not close by the termination of this agreement, unless the failure to close the loan is due solely to (i) your negligence; (ii) your refusal to accept and close the loan; or (iii) your refusal or inability to provide us with information necessary for processing the loan, including but not limited to, employment verifications and verifications of deposits.

SECTION IV. TERMINATION OF THIS AGREEMENT

This Agreement will continue in effect until the earliest of the following events:

- You obtain a loan.
- Your loan application is denied.
- You or we cancel this agreement in writing.
- We enter into a new Loan Brokerage Agreement superseding this one.

ACKNOWLEDGEMENT

By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, and receiving a copy of this disclosure on the date indicated below.

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