

# Broker Annual Recertification Form - 2015

## Instructions

Please complete the InterFirst Mortgage Company ("IMC") Broker Annual Recertification Form and attach documents as necessary. Submit the completed recertification documents via email to [brokerrecert@interfirst.com](mailto:brokerrecert@interfirst.com). If you have any questions/concerns, please contact your AE or call the Counterparty Risk Department at (847) 239-7272.

### COMPANY INFORMATION

Broker Company Legal Name (as registered with NMLS): \_\_\_\_\_

Broker DBA (or also known as): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

NMLS ID#: \_\_\_\_\_ Tax ID #: \_\_\_\_\_ FHA #: \_\_\_\_\_

# of Loan Officers: \_\_\_\_\_ # of Processors: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Business Type: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Bank

### Primary Contact Information

Primary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

### CURRENT OFFICERS OF THE COMPANY

Please complete this section only if there were changes in ownership in the past 12 months:

#### Principal Officer / Partner 1/ Owner 1

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_ % of Ownership: \_\_\_\_\_%

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

NMLS#: \_\_\_\_\_ (if applicable)

#### Principal Officer /Partner 2/ Owner 2

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_ % of Ownership: \_\_\_\_\_%

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

NMLS#: \_\_\_\_\_ (if applicable)

#### Principal Officer / Partner 3/ Owner 3

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_ % of Ownership: \_\_\_\_\_%

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

NMLS#: \_\_\_\_\_ (if applicable)

# Broker Annual Recertification Form - 2015 (Cont.)

## BROKER PRODUCTION

Please list annual loan volume production in (\$\$\$).

Time Period	Conventional	Government	Jumbo	Other	Totals
Current YTD					
Last Year: 20 ____					

## AGENCY APPROVALS AND LICENSURE

Please provide all Agency approvals:

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Please list all states that the Company is currently licensed to do business in:

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## AFFILIATED BUSINESSES OF COMPANY

Please provide:

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## DECLARATIONS

If "Yes" to any of the following questions, please explain below or attach an explanation.

	Yes	No
1. Does the Company or any person employed hold ownership or have any interest in other real estate related businesses, such as insurance, escrow, realty, builder, contractor, or appraisal not listed above?	_____	_____
• If Yes, please list entities: _____		
2. Is the Company in anything other than "good standing" in all states in which it is licensed?	_____	_____
• If Yes, please explain: _____		
3. Has the Company/ licensee had any formal complaints filed with any regulatory agency within the past year?	_____	_____
• If Yes, please explain: _____		
4. If the Company was audited by any federal or state agency in the past 12 months, have there been any negative findings from such audit(s)?	_____	_____
• Please list such audits: _____		
• If Yes, please explain: _____		

# Broker Annual Recertification Form - 2015 (Cont.)

## DECLARATIONS (CONT.)

If "Yes" to any of the following questions, please explain below or attach an explanation.

	Yes	No
5. Has the Company received consumer complaints alleging discrimination on a prohibited basis, a fair housing violation, or any other violation of federal or state consumer protection laws?	___	___
• If Yes, please explain: _____		
6. Have any of the Principals in the Company ever been convicted of a felony?	___	___
• If Yes, please explain: _____		
7. Is there any pending litigation with the Company or any of its Principals?	___	___
• If Yes, please explain: _____		
8. Has the Company or any of its Principals ever been investigated or disciplined for consumer protection or lending practices misconduct?	___	___
• If Yes, please explain: _____		

## CERTIFICATION AND IMC FRAUD CHECK AUTHORIZATION

I/we certify that, to the best of my knowledge, all information being submitted is true and correct.

I/we further certify that:

- Company has fully complied with all federal, state, and local laws and regulations applicable to loans originated by the Company, as well as all provisions of the Wholesale Broker Agreement between the Company and IMC.
- All owners and employees are checked against all applicable exclusionary lists, specifically SAM, OFAC, FMEL, FHFA, LDP/GSA, and any other investor exclusionary list, and that no persons appearing on any exclusionary list are employed by or involved in any activities of the Company, and the compensation the Company pays its loan originators complies in all respects with the loan originator compensation provisions of the Truth in Lending Act, Regulation Z, and federal and state consumer protection law.
- All employees involved in the origination of mortgage loans have undergone and passed (typically upon hiring or licensure) a background check, in accordance with all applicable local, state and federal laws. Further, there have been no material changes in the status of any employee's relative to their background and/or background check(s).
- Company has implemented and will maintain a satisfactory Anti-Money Laundering ("AML") Program as required by 31 CFR Parts 1010 and 1029, including without limitation the following:
  - The development of effective internal policies, procedures, and controls;
  - The designation of a qualified compliance officer;
  - An ongoing AML employee training program; and
  - An independent audit function to test the AML Program.
- Company has performed and will continue to perform all of its obligations under the Anti-Money Laundering laws and regulations, and any amendments thereto, as to (i) verifying the identity of each customer or client of Company, and (ii) monitoring, recordkeeping, reporting and other obligations regarding transactions and other activity with each customer.

## Broker Annual Recertification Form - 2015 *(Cont.)*

### CERTIFICATION AND IMC FRAUD CHECK AUTHORIZATION (CONT.)

6. Company has obtained or will promptly obtain an independent audit by a duly qualified and unrelated party or employee of Company's compliance with the requirements of the Anti-Money Laundering laws and regulations, including independent testing of such compliance.
7. Company will ensure that the above certifications remain true and accurate for so long as Company has any dealings with IMC and will promptly notify IMC in the event that any of the above certifications cease to be true and accurate at any time.
8. Company will make any information and records regarding any of the above matters available to IMC upon request.
9. I/we acknowledge that IMC has a Zero Tolerance Policy regarding loan fraud.
10. I/we affirm that I/we have read and understood IMC's Fair Lending Principles, attached as Exhibit A hereto, and will abide by such principles. I/we agree to employ policies and procedures appropriate to my/our business to ensure that every aspect of the origination process is conducted in a fair and responsible manner, and does not have a discriminatory impact or the appearance of a discriminatory impact. I/we also agree to ensure that all of my/our employees and associates involved in submitting loans to IMC have read, understood and agreed to comply with the aforementioned Fair Lending Principles.

The undersigned, by signing this Recertification, hereby authorizes IMC to obtain verification of information herein from any source (deemed appropriate).

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

#### PRINCIPAL OFFICER / PARTNER 1 / OWNER 1

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

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

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

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

#### Please submit the following documentation with this Recertification Form:

1. Amendment to Wholesale Broker Agreement, and
  - Resolution(s), if required to execute the Amendment
2. Current QC plan
3. Current QC report
4. Recent investor scorecards, if available
5. Most recent financial statement, covering a minimum 90 day period
6. Resumes of Officers or key employees added within the past 12 months
7. Web Access Administration List
8. Fictitious business name statement, if applicable
9. Fair lending training materials, if available

# Broker Annual Recertification Form - 2015 *(Cont.)*

## EXHIBIT A

### INTERFIRST MORTGAGE COMPANY'S FAIR LENDING PRINCIPLES

**Introduction:** InterFirst Mortgage Company (the "Company") is committed to the equal treatment of all credit applicants, without regard to race, sex, sexual orientation, color, national origin, religion, age, marital status, disability or other prohibited basis. The importance of fair lending has prompted the Company to adopt these principles.

**Equal Credit and Fair Housing:** The Company, in accordance with its fair lending policy, does not discriminate against any applicant, potential applicant, or borrower during any stage or aspect of the lending process, including Company's determination of the amount, interest rate, duration, type of loan, credit criteria, or any other term, because of race, sex, sexual orientation, color, national origin, religion, age, marital status, disability or other prohibited basis and requires all registered brokers to make the same commitment. The Company's intent is to treat applicants, potential applicants, and borrowers fairly, without regard to any of these characteristics.

**Data Collection and Reporting:** Several federal and state laws and regulations require the Company and other mortgage lenders to collect and report loan data to enable the government and interested persons to determine whether the Company satisfies its legal obligations. The sections on the Home Mortgage Disclosure Act (HMDA) describe these requirements.

**Fair and Responsible Lending Policy.** The Company provides equal treatment of all credit applicants, without regard to race, sex, sexual orientation, color, national origin, religion, age, marital status, disability or other prohibited basis and is committed to the principle that every applicant for credit receive fair and equal treatment throughout the credit application and approval process. The Company will look for ways to approve all creditworthy requests; however, the Company will not hesitate to decline loans of unacceptable quality.

**Policy Against Predatory Lending:** The Company believes that all lenders and brokers should adhere to the highest ethical standards and practices. In an effort to protect borrowers from predatory lending, the Company adheres to the standards of the industry and charges only what is fair and reasonable. The Company will ensure that all points and fees, as defined by the Truth in Lending Act are kept within allowable limits. The Company does not tolerate increases in pricing on a selective basis that may discriminate against protected classes and will monitor this issue as part of its fair lending compliance review.

# Amendment to Wholesale Broker Agreement

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This **Amendment to Wholesale Broker Agreement** (“Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Chicago Mortgage Solutions Corporation, d/b/a InterFirst Mortgage Company (referred to as “Lender”) and \_\_\_\_\_ (referred to as “Broker”) (referred to herein, collectively as “Parties” or individually as “Party”).

**WHEREAS**, the Parties entered into and executed that certain Wholesale Broker Agreement (“Broker Agreement”), the terms of which the Parties desire to amend and clarify to conform to the terms of this Amendment;

**WHEREAS**, the Broker Agreement, and all terms and provisions contained therein, not specifically addressed or modified by the terms of this Amendment, are incorporated by reference into this Amendment and shall be binding upon the Parties.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, Lender and Broker agrees as follows:

1. Section 1 of the Broker Agreement shall be replaced, in its entirety, as follows:

**Registration of Loan Application Packages; Guidelines.** Broker may register with and deliver to Lender for approval and funding application packages (“Loan Application Packages”) for Loans originated by Broker, subject to the terms, conditions, representations and warranties contained herein and in Lender’s Wholesale Broker Guide (if Broker is originating conforming loans for delivery to Lender), including any policies and procedures contained in program announcements, bulletins, memoranda, or other similar communications delivered to Broker or posted on Lender’s website and/or portal, as the same may be amended from time to time (collectively, as so amended, shall be referred to as the “Guidelines”), all of which are hereby incorporated herein by reference as if they were fully set forth herein. Broker acknowledges that any Guidelines posted on Lender’s website and/or portal may be amended from time to time by Lender without notice to Broker and Broker hereby agrees to review the material posted on Lender’s website and portal from time to time to stay current therewith. Broker’s continued submission of Loan Application Packages constitutes, and shall conclusively demonstrate, Broker’s acceptance of any such material and acceptance of each and every amendment to the same.

2. Section 2 of the Broker Agreement shall be replaced, in its entirety, as follows:

**Loan Application Package Review and Loan Approval.** Loan Application Packages solicited by Broker shall be submitted to Lender, which shall, in its sole and absolute discretion, determine the acceptability to Lender of the proposed terms, the creditworthiness of the Loan Applicant and the adequacy of the real estate intended as security for the Loan. Prior to the approval of a Loan Application Package by Lender, Broker shall not make any representations that Broker is authorized to approve a Loan Application Package on Lender’s behalf. Any review, examination or approval of a Loan Application Package by Lender, whether completed before or after it is closed, does not relieve the Broker of its Representations and Warranties, as set forth herein, or its obligations to make prudent decisions that comply with all applicable laws.

## Amendment to Wholesale Broker Agreement (*Cont.*)

3. Section 7.b. of the Broker Agreement shall be replaced, in its entirety, as follows:

**Representations and Warranties as to Each Loan**

Broker has taken the Loan application from the Loan Applicant and has performed bona fide services for such Loan Applicant and/or Lender, as required by RESPA. All fees charged to the Loan Applicant are legally permissible, appropriate and reasonably related to the value of the services rendered. Broker has submitted an executed Mortgage Loan Origination Agreement between Broker and Loan Applicant pursuant to applicable law. With respect to each application, Broker and Loan Applicant have completed, executed and/or delivered, as the case may be, (i) a Loan Estimate which complies with applicable law and contains all applicable fees and charges and (ii) any and all other disclosures required to be delivered by Broker to comply with applicable federal, state and local laws. Broker additionally warrants that it has obtained the consent of the Loan Applicant to obtain a consumer credit report regarding such Loan Applicant.

4. Section 8 of the Broker Agreement shall be replaced, in its entirety, as follows:

**Indemnification; Loan Rescission/Withdrawal.** Broker shall indemnify, defend, and hold harmless Lender, its affiliates, directors, officers, agents, and employees, successors and/or assigns, from and against any and all damages, losses, liability, costs, actions, causes of action, judgments, claims, demands or expenses both direct and indirect (including without limitation reasonable legal fees and expenses actually incurred), arising out of or related to (i) the breach by Broker, and/or any allegation(s) of a Breach by Broker, of any representation, warranty or covenant set forth in this Agreement; (ii) the failure by Broker to perform any obligation set forth herein; and (iii) any fraud or misrepresentation found to exist in any Loan or any documents related thereto.

If any Loan originated hereunder is rescinded or withdrawn pursuant to applicable law, (i) Broker will refund to the rescinding Borrower any and all broker fees received, (ii) Broker will reimburse Lender for any broker fees refunded by Lender in the event of such rescission and (iii) Broker shall not be entitled to any compensation under this Agreement or otherwise. If the rescission or withdrawal occurs after Lender has paid Broker its compensation, Broker shall repay Lender all compensation Broker received from Lender in connection with the applicable Loan.

Any fee or compensation due to Broker shall not be deemed earned or payable until the applicable Loan has been closed and funded, the related security instrument recorded in the appropriate recorder's office, and any applicable rescission period has expired. Lender may, in its' sole discretion, advance the payment of fees or compensation to Broker prior to the expiration of all conditions and prior to the earning of such fee or compensation. Such advancement shall not be considered a waiver of any right, or an acknowledgment of the satisfaction of the conditions set forth herein.

5. Section 12 of the Broker Agreement shall be replaced, in its entirety, as follows:

**Early Loan Payoff or Paydown.** In the event that a Loan purchased and/or funded by Lender (either closed in the name of the Broker or another Lender) on or after the effective date of this Amendment, is paid off in full or paid down by more than twenty percent (20%) of the original principal balance within one hundred eighty (180) days of the funding date by Lender, Broker shall pay Lender, within thirty (30) days' notice by Lender, an amount equal to all costs, premiums, expenses, damages and losses incurred



## Amendment to Wholesale Broker Agreement *(Cont.)*

by Lender arising out of or related to such early loan payoff or paydown, including, without limitation, any costs charged to Lender by an investor.

6. Section 28 shall be inserted as follows:

**Section 28 Survival Applicability.** The representations, warranties, covenants and agreements made by Broker in the Broker Agreement and this Amendment shall survive the delivery of mortgage loans to Lender and shall inure to the benefit of Lender and its successors and assigns, notwithstanding any restrictive or qualified endorsement on any Note or Assignment of Mortgage or Lender's examination of or failure to examine any Loan Application Package(s). Furthermore, the absence of Broker in either the chain of title or endorsements shall in no way limit Lender's recourse against Broker as provided in the Broker Agreement and/or this Amendment for a breach of one or more of the representations, warranties and covenants made by Broker. Notwithstanding anything to the contrary in the Broker Agreement and/or this Amendment, the failure of Broker to identify or discover any deficiency or error with respect to any Loan Application Package or mortgage loan, or failure to otherwise reject any mortgage loan for submission or purchase shall not release Broker from its obligations herein and shall not impair or diminish the rights of Lender or any of its successors or assigns under the Broker Agreement and/or this Amendment with respect to a breach of the representations, warranties and covenants contained in the Broker Agreement and/or this Amendment, including but not limited to Lender or any of its successors' or assigns' rights to demand repurchase or other remedies provided for in the Broker Agreement and/or this Amendment.

**IN WITNESS WHEREOF**, Broker and Lender have caused this Wholesale Broker Agreement to be executed as of the day and year first above written.

**BROKER:**

**LENDER: CHICAGO MORTGAGE  
SOLUTIONS CORPORATION D/B/A  
INTERFIRST MORTGAGE COMPANY**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# Web Access Administration List

*Broker / Correspondent*

## ACCOUNT MANAGER(S)

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

NMLS ID #: \_\_\_\_\_

Admin Name (*First, Last*): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext. \_\_\_\_\_

Email: \_\_\_\_\_

Admin Name (*First, Last*): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext. \_\_\_\_\_

Email: \_\_\_\_\_

Admin Name (*First, Last*): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext. \_\_\_\_\_

Email: \_\_\_\_\_

## AUTHORIZATION

### Authorized Officer

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

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

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

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

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

## LOAN OFFICER CONTACT INFORMATION

Please provide a list of loan officers and their contact information on the following page.

## Web Access Administration List *(Cont.)*

LOAN OFFICER CONTACT INFORMATION			
NMLS Number	Loan Officer's Name	Email Address	Phone Number