

Interest Rate Lock / Float Agreement

NOTE: This form is to be completed in its entirety.

GENERAL INFORMATION

IMC Loan #: _____
Borrower Name(s): _____
Subject Property: _____
City: _____ State: _____ Zip Code: _____

AGREEMENT

You have applied for a real estate loan with _____ (*Mortgage Broker*) and may have the option to “lock” your interest rate or let the interest rate “float” until you are ready to close your loan. Before you make the decision to “lock” or “float” your interest rate, please consider the following:

1. _____ (*Mortgage Broker*) cannot anticipate whether interest rates will go up or down during the loan-processing period. Any decision to “lock” or “float” should be based upon your own evaluation of the market.
2. Locking your interest rate does not constitute loan approval and it does not guarantee that you will qualify for the loan program you have “locked.” If your loan request is denied for the program you have locked, your interest rate “lock” will no longer be valid or transferable to other loan programs / lenders. _____ (*Mortgage Broker*) does not guarantee this lock agreement. When you lock, _____ (*Mortgage Broker*) will take your lock with one of our loan relationships. _____ (*Mortgage Broker*) makes no warranties for the lender regarding the lender’s ability or willingness to deliver such lock. An agreement between _____ (*Mortgage Broker*) and the lender facilitates the lock. This agreement details the cost, terms, duration and conditions of the lock-in agreement.
3. Any interest rate “lock” is valid only until the expiration date shown. If the lock expires, the rate and points are subject to change. In the event that your loan does not fund on or before the lock expiration date, the loan must be re-locked at the “higher of” the previous lock price or current scheduled pricing using the same lock option. A re-lock is not automatic upon expiration. In some cases, the lender may discontinue the loan program under which you locked, subsequent to the expiration of the lock. _____ (*Mortgage Broker*) will make its best effort to assist you in closing the loan during the lock period. However, be aware that the rate may change if any of the loan factors change.
4. If a fee is charged for the interest rate “lock,” it will be refunded to you if your loan is denied. However, if your loan request is approved but you fail to close the transaction in time, the interest rate “lock” fee will be non-refundable.
5. If you are not locking and are “floating” your interest rate, you may still have the opportunity to “lock” prior to closing. Please notify your loan office if you wish to “lock” at a later date. At that time you will be advised of the market rates available to you.

Interest Rate Lock / Float Agreement (Cont.)

FLOAT OR LOCK (PLEASE INITIAL ONE)

FLOAT

_____ I/We have chosen not to lock our loan and I/we understand that our rate is subject to change without notification. If we choose to lock-in our rate subsequent to this disclosure, we will be delivered a rate lock-in agreement within three (3) days, including Saturdays, along with another copy of this disclosure.

LOCK

_____ I/We have chosen to lock our loan and have completed this interest rate lock agreement with _____ (Mortgage Broker) on _____ (Date) subject to the terms and conditions in this agreement.

LOCK INFORMATION			
Loan Amount:	\$	Interest Rate:	%
Loan Program:		Lock Date:	
Loan Term:		Lock Days:	
This lock-in agreement will expire on:			

BORROWER ACKNOWLEDGEMENT

Borrower Signature 1: _____ Date: _____
Borrower Print Name: _____
Borrower Signature 2: _____ Date: _____
Borrower Print Name: _____
Borrower Signature 3: _____ Date: _____
Borrower Print Name: _____
Borrower Signature 4: _____ Date: _____
Borrower Print Name: _____