

# MORTGAGE ORIGINATION AGREEMENT / FEE DISCLOSURE AGREEMENT

**Notice to Prospective Borrower(s):** Read this agreement carefully so that you make an informed choice. As a borrower, you are protected under the Mississippi Mortgage Consumer Protection Act. You are entitled to a copy of this agreement. Signing this agreement does not obligate you to obtain a mortgage loan through this mortgage company, **nor does it constitute a mortgage loan approval.**

**NATURE OF RELATIONSHIP**

You, name of borrower(s) inquired into mortgage financing with name of mortgage company , address of mortgage, Mississippi Mortgage License # \_\_\_\_\_ and agree to enter into this Mortgage Loan Origination Agreement. You are entering into this agreement as an individual who is applying for a residential mortgage loan from a participating Lender with which we from time to time contract with such terms and conditions as you may request or a Lender may require. Hereafter in this contract, the mortgage company will be called “I” and the entity that will provide your mortgage loans funds is called “Lender”.

**I am acting as an independent contractor and not as your agent.** The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. While I seek to assist you in meeting your financial needs, I do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available. I will attempt to get you a mortgage loan that meets your stated objectives.

**PROPOSED LOAN SUMMARY**

Loan Amount: \$ \_\_\_\_\_ Note Interest Rate: \_\_\_\_\_% Loan Terms: \_\_\_\_\_ months  
Monthly Payment: \$ \_\_\_\_\_(P&I) Loan Type: \_\_\_\_\_ First Mortgage \_\_\_\_\_ Second Mortgage

**COMPENSATION TO MORTGAGE COMPANY**

The retail price I offer you, your interest rate, total points and fees, will include my compensation. I also may be paid by your lender based on (i) the value of the mortgage or related servicing rights in the market place or (ii) other services, goods, or facilities performed or provided by us to your lender. Examples of my total compensation are as follows:

**I may receive all of my compensation from you.** As independent contractor, I may charge you a fee for my services, but I would not receive any fee for your mortgage loan from a lender.

**I may receive compensation from you for my services and may also receive compensation from your lender.**

**I may receive all of my compensation from your lender.** If you would rather not pay any fees up-front, you may pay all of our compensation indirectly through a higher interest rate, in which case we will be paid directly by your lender.

**COMPANY NAME DIRECT COMPENSATION DISCLOSURE**

The Mississippi Mortgage Consumer Protection Act, Section 81-18-1, Mississippi Code of 1972, Annotated, stipulates that **the maximum direct compensation for arranging your loan as specified above in this agreement cannot exceed 7.95% of the loan amount.** Under the terms of this origination agreement, I will receive no greater than \_\_\_\_\_ total origination points **plus** other direct compensation not to exceed \$\_\_\_\_\_, so that **my total direct compensation will be no greater than: total compensation and/or % of loan.**

**ADVANCE COLLECTION OF APPLICATION FEES PROHIBITED**

The Mississippi Mortgage Consumer Protection Act, Section 81-18-1, Mississippi Code of 1972, Annotated, stipulates that; “no mortgage company may charge or collect any direct payment, compensation or advanced fee from a borrower unless and until a loan is actually found, obtained and closed”. I may require the payment of non-related third party fees as they are incurred including but not limited to credit reports, appraisals and title search.

**DISCLOSURE CERTIFICATION**

Name of Mortgage Company and name of registered loan originator for company certifies that the information in this agreement is accurate, timely and complies with applicable provisions of section 8 of the Real Estate Settlement Procedures Act and 24 CFR part 3500 and that this form is in compliance with Section 81-18-1, Mississippi Code of 1972, Annotated.

**By initialing in the space provided Mortgage Company Name and Borrower** certify that this form and the required Good Faith Estimate and Truth in Lending disclosures have been provided to you at the time of application or within three days of same

Mortgage Company Representative \_\_\_\_\_ Borrower(s) \_\_\_\_\_  
Initials Initials Initials

As required by Mississippi Law, (**licensed mortgage company name**), has secured a bond issued by (**name of insurance company**), a surety company authorized to do business in this state. A certified copy of this bond is filed with the Mississippi Commissioner of Banking and Consumer Finance.

Complaints against a mortgage company may be made by contacting the:

Mississippi Department of Banking and Consumer Finance  
P.O. Box 23729  
Jackson, MS 39225-3729

We agree to the terms of this mortgage origination agreement.

Borrower(s) Signature & Date: Print Name of Mortgage Company and Originator

Borrower(s) Signature & Date: Mortgage Loan Originator Signature & Date: