

# Illinois Loan Brokerage Agreement and Loan Brokerage Disclosure Statement

Date:

Borrower Name(s):

Property Address:

Broker:

## LOAN TERMS

Loan Amount:

Term:

Interest Rate:

Term of this Agreement:

Sales Price: \$

Appraised Value: \$

Loan Program:

Loan Type:

Amortization Type:

Lien Type:

There is a Prepayment Penalty

There will be a Balloon Payment

Loan Fee: \$ \_\_\_\_\_ (%) of the principal balance of the loan obtained.

## ADJUSTABLE RATE TERMS

Index Type:

Index:

Margin:

Maximum Possible Interest Rate:

Date of First Rate Adjustment:

SAMPLE

## Loan Brokerage Agreement

**UPON REQUEST A COPY OF THE FOLLOWING AGREEMENT SHALL BE MADE AVAILABLE TO THE BORROWER OR THE BORROWER'S ATTORNEY FOR REVIEW PRIOR TO SIGNING.**

1. The Borrower grants to the Broker exclusive right to negotiate a mortgage loan on behalf of the Borrower with the lenders which have correspondent agreements with Broker for the Term of Agreement.
2. The Borrower agrees to complete all information and to provide all information requested by the Broker or lender in order to complete the Borrower's application for a mortgage loan.
3. The Broker agrees to exert their best efforts to obtain a mortgage loan commitment for the Borrower.
4. The Borrower agrees to pay the fees that are associated with the processing of the loan application. The credit report fee will be collected at the time of application. Other third-party fees and processing costs that are detailed on the Loan Estimate may be collected prior to closing. The estimate of costs and the actual costs could be affected by conditions which may include but are not limited to, an appraised value different from that estimated by the Borrower or credit obligations which the Borrower fails to report.
5. If indicated below, Borrower agrees to pay the Loan Fee to the Broker for obtaining a mortgage loan commitment.

THE LOAN FEE IS REQUIRED AND IT IS AN OBLIGATION OF BORROWER UPON COMMITMENT THAT SHALL BE PAID AT OR PRIOR TO CLOSING.

The Loan Fee is not required.

- 6. If the Broker makes a false or misleading statement in this Loan Brokerage Agreement, then the Borrower may, upon written notice to the Broker, void the Agreement, recover any fees paid to the Broker for which no services have been performed, and recover actual costs, including reasonable attorneys' fees, for enforcing the Borrower's rights under this Loan Brokerage Agreement.
- 7. Once a mortgage loan commitment has been obtained, if the Borrower withdraws the application or has made material misrepresentations on the loan application or failed to provide necessary documentation for loan processing or closing, the Broker may keep all costs that have been paid by the Borrower, may collect any loan fees due and recover any additional actual costs that it has incurred, including but not limited to reasonable attorneys' fees for enforcing its rights under this Agreement.
- 8. This Agreement incorporates the **Loan Brokerage Disclosure Statement** below and the **Borrower Information Document** given separately.
- 9. The Borrower authorizes the release of any and all credit information to the Broker, its agents or lenders with which the Broker has correspondent agreements. The Broker will verify the credit, employment and deposit accounts listed on the original loan application. If that information varies significantly, it may materially affect the amount of the loan (due to details which could not be known by the Broker at the time of execution of this Agreement) including but not limited to: appraised value of the Property, undisclosed credit obligation, a change in financial circumstances, or a change in available loan programs which may result in the voiding of this Agreement. Upon completion of all verifications and the Property appraisal, the Broker will submit the application information to one or more lenders for their consideration to grant a loan commitment.
- 10. This Loan Brokerage Agreement is the only agreement between the Borrower and the Broker, except for a Rate-Lock Fee Agreement allowed by 38 IL Adm. Code 1050.1335, if applicable.

The undersigned Borrower has read and acknowledged receipt of the **Loan Brokerage Agreement**. This Agreement has been executed on the same date written below by the Borrower and the Broker.

**Loan Brokerage Disclosure Statement**

The Borrower acknowledges by signing below that they understand the following:

- 1. The Broker does not make loans.
- 2. Actual funds are provided by another entity, which may affect availability of funds.
- 3. The Broker is currently licensed as: \_\_\_\_\_ under the Act. During the preceding ten (10) years, Broker has operated under the following names:
- 4. Name(s) of any parent or affiliated companies:
- 5. The Broker conducts business as:
- 6. The Broker:  brokers loans to only one entity.  
 brokers loans to more than one entity.

**THE UNDERSIGNED APPLICANT HAS READ AND UNDERSTANDS THE ABOVE LOAN BROKERAGE DISCLOSURE STATEMENT OR HAS HAD THE CONTENTS EXPLAINED BY SOMEONE NOT CONNECTED WITH THE BROKER.**

**I/we understand that pursuant to 38 Ill. Admin. Code 1050.1150, if this document was provided through the mail, it is my/our responsibility to obtain machine copies before returning this document.**

By signing below, Borrower acknowledges receipt of the **Loan Brokerage Agreement** and the **Loan Brokerage Disclosure Statement**.

_____	_____	_____
Broker	Date	Broker NMLS Number
_____	_____	_____
<b>Borrower</b>	Date	<b>Borrower</b> Date

SAMPLE