

MISSOURI LOAN BROKERAGE AGREEMENT AND LOAN BROKERAGE DISCLOSURE STATEMENT

Date:
Borrower Name(s):
Property Address:

Mortgage Broker:

LOAN TERMS

Loan Amount: Term:
Interest Rate: Term of this Agreement:
Sales Price: \$ Appraised Value: \$
Loan Program:
Loan Type: Amortization Type:
Lien Type: Other Terms:
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:



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 that 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, the 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. 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.
- 7. The Broker agrees to provide to the borrower a Loan Estimate, transfer of servicing documents, and all other documents required by state or federal law. The documents are to be provided and signed by the Borrower within three (3) days of the application.
- 8. 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.
- 9. This Loan Brokerage Agreement is the only agreement between the Borrower and the Broker, except for a Rate-Lock Fee Agreement in accordance with 20 CSR 1140-30.280.

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 may be provided by another entity, which may affect availability of funds.
- 3. Name(s) in which Broker has operated under during preceding ten (10) years:
- 4. Name(s) of any parent or affiliated companies:
- 5. Broker is a: Individual Corporation
 Partnership Association

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.

By signing below, Borrower acknowledges receipt of the **Loan Brokerage Agreement** and the **Loan Brokerage Disclosure Statement**. This agreement has been executed on the same date written below by the Borrower and the **Broker**.

BORROWER

Borrower Date

Borrower Date

Broker:

Loan Originator Date