Name of Mortgage Broker Address of Mortgage Broker Customer Name Property Address

### NEW HAMPSHIRE MORTGAGE BROKER AGREEMENT

In this Agreement, "I/We/us" refers to the Mortgage Broker; "You/your" refers to the customer or customer.

### **SECTION 1. NATURE OF RELATIONSHIP.** In connection with this mortgage loan:

- The Mortgage Broker may act as an independent contractor and not as your agent. Communicate any uncertainties you may have about the nature of your relationship to your Mortgage Broker.
- The Mortgage Broker has entered into separate independent contractor agreements with various lenders.
- While the Mortgage Broker seeks to assist you in meeting your financial needs, it does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or the best terms available in the market.

**SECTION 2. OUR COMPENSATION.** The lenders whose loan products are distributed by the Mortgage Broker generally provide their loan products to the Mortgage Broker at a wholesale rate.

- The retail price a Mortgage Broker offers you---your interest rate, total points and fees---will include the Mortgage Broker's compensation.
- The lender will pay the Mortgage Broker all of its compensation. The Mortgage Broker may also be paid by the lender based on (i) the value of the mortgage loan or the related servicing rights in the market place or (ii) other services, goods, or facilities performed or provided by the mortgage broker to the lender.
- A brokerage fee of \$250.00 will be paid directly by your lender to Broker and you will not need to pay this out of your own funds. This amount may change prior to your loan closing in which event Broker will redisclose this amount to you.

# SECTION 3. COPY OF MORTGAGE BROKER AGREEMENT AND OTHER DISCLOSURES

- 1. I/we will provide you with a signed copy of this loan broker agreement as well as any other documents that are incorporated into this Mortgage Broker Agreement.
- 2. A non-refundable fee in the amount of \$ 350.00 will be collected from you. The fee you will pay is remitted to the lender and covers the costs associated with processing your loan application including obtaining and reviewing information needed to finalize your loan application. This fee will be applied to your closing costs at closing. If your loan application is declined, all funds except \$ 350.00 will be returned to you. All other fees will be retained by the lender to cover actual costs incurred. If you cancel your loan application, any fees paid upfront are non-refundable.

If you chose to "lock-in" or "protect your rate," a fee may be collected by the Broker and remitted to the lender as disclosed in the lender's "Interest Rate Commitment Agreement."

## SECTION 4. DISCLOSURES REQUIRED BY NEW HAMPSHIRE LAW

If you have applied for a loan product with a balloon feature, the following disclosure applies to your application:

#### NOTICE

The loan for which you have applied contains a balloon provision. This means that even if you make all payments in full and on time, the loan will not be paid in full by the final payment date. A single balloon payment will be due and payable in full provided that all payments are made in accordance with the loan terms. The final balloon amount and final payment date is disclosed in the payment schedule of your Initial Truth-in-Lending Statement which you will receive with your application package. The balloon payment may be more or less depending on your payment history, and if you have applied for an adjustable rate mortgage, any interest changes that occur during the life of the loan. InsurBanc or any lender to which your loan is transferred or assigned is under no obligation to finance the amount of the balloon payment.

The value of the real estate securing this loan may change during the term of the loan. On the date the balloon payment becomes due, the value of the real estate may not be sufficient to secure a new loan in an amount equal to the balloon payment.

By signing below, customer(s) acknowledge receipt of a copy of this signed Agreement and accepts the terms an conditions outlined in this Agreement.				
Customer name	Date	Customer name	Date	
Customer name	Date	Customer name	Date	
Mortgage Broker name	Date			