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2000-02-02 17:24:40
Cook County Recorder 25.50

REAL ESTATE AND MORTGAGE
BROKERAGE CONTRACTS



DONE AT CUSTOMER'S REQUEST

BETWEEN EARNEST HALL, AND BANC 2000 AND FIRST METROPOLITAN MORTGAGE.
EARNEST HALL HAS ENTER INTO CONTRACTUAL AGREEMENTS BEWTEN THE
HERETOFORE MENTION COMPANIES.

EARNEST HALL HAS AGREED TO THE TERMS OF THESE AGREEMENTS REGARDING
THE REAL ESTATE PROPERTIES LISTED BELOW

COMMON ADDRESS: 14301 S WOOD, DIXMOOR, IL. 60426, P.I.N. 29-07-204-004

LEGAL DESCRIPTION: LOT 45, 46, 47 & 48 IN BLOCK 198 IN HARVEY A SUBDIVISION IN THE
EAST 1/2 OF THE NORTHEAST QUARTER OF SECTION 7 TOWNSHIP 36 NORTH RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE INDIAN BOUNDARY LINE
IN COOK, COUNTY, ILLINOIS

AND

COMMON ADDRESS: 423 W. 129TH ST., CHICAGO, ILLINOIS 60628, P.I.N. 25-33-117-095

LEGAL DECRPTION: LOT 52 IN BLOCK 16 IN NEW ROSELAND, BEING SUBDIVISION OF
PART OF FRACTIONAL SECTION 33, NORTH OF THE INDIAN BOUNDARY LINE AND PART OF
FRACTIONAL SECTIONS 28 AND 33, SOUTH OF THE INDIAN BOUNDARY LINE, ALL IN
TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK
COUNTY, ILLINOIS.

EARNEST HALL
423 WEST 129TH ST.
CHICAGO, ILLINOIS 60628

SOCIAL SECURITY NUMBER
318-48-5355

PLEASE DIRECT ALL CORRESPONDENCE TO:

MAILING ADDRESS:
BANC 2000
FIRST METROPOLITAN MORTGAGE
1781 N. CLYBOURN
CHICAGO, ILLINOIS 60614



PHONE 312-654-9190 EXT305, G. SINCLAIR (ATTORNEY)

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Exhibit B

ERNEST HALL and

FIRST METROPOLITAN MORTGAGE

(hereinafter called Borrower), employs _____ (hereinafter called Business) to obtain a mortgage loan commitment (hereinafter called Commitment) within _____ days from the date hereof and acknowledges that Business cannot make loans or commitments or guarantee acceptance into specific programs, terms or conditions of any loan. However, Business may issue a rate lock-in or commitment on behalf of a lender to the Borrower.

I. PROPERTY:

Address: **423 W. 129 TH. ST.**
Chicago, IL 60628

Borrower's estimates of fair market value: \$ _____
Borrower's estimates of the balances on any existing mortgage loan: \$ _____

II. TERMS OF LOAN APPLICATION:

Loan Amount: \$ **113,750** Interest Rate: **14.990 %** Loan Terms: **360** months
Monthly Payment: \$ **1,437.40**
Loan Type: First Mortgage Second/Junior Mortgage

III. MORTGAGE BROKERAGE FEE

Business, in consideration of the Borrower's agreement to pay a mortgage brokerage fee along with actual costs incurred in connection with this loan, agrees to exert its best efforts to obtain a bona fide mortgage loan commitment in accordance with the terms (or better terms) and conditions set forth herein. The Business and its associates or employees shall be held harmless from any liability resulting from failure to obtain said loan commitment. Borrower hereby agrees to pay the actual costs as estimated herein and Borrower agrees to pay Business a mortgage brokerage fee of \$ **4,500.00** for obtaining the commitment. Additionally, Borrower acknowledges that Business may receive additional compensation from Lender based on the mortgage program and terms Borrower has engaged Business to obtain in securing the commitment and that Business will receive a sum in range of _____ % to _____ % of the total loan amount. This additional compensation, the exact amount of which will be disclosed at the time of closing, is part of the total brokerage fee due Business. In no event will the brokerage fee, additional compensation included, exceed the maximum fee permitted by the applicable state law.

IV. APPLICATION FEE

An application fee is charged for the initial cost of processing, verifying and preparing your loan package to submit to a lender for commitment, and will be credited against the amount the Borrower owes if closing occurs. This fee is Refundable Non-refundable Applicable to your closing costs at the time of the settlement of your loan. Business acknowledges the receipt of \$ _____ as an Application Fee.

V. DEPOSIT

Business acknowledge the deposit of \$ _____ will be used toward the costs incurred by the Business, or by third party, on behalf of Borrower, to pay expenses necessary to secure the mortgage loan commitment. Actual costs incurred by the Business for items listed on Good Faith Estimate are non-refundable, even if the mortgage loan commitment is not received. In the event of default by the Borrower, Business is authorized to immediately disburse from the deposit all sums then due Business or any third party. The disbursement is not a waiver of any other sums due Business by Borrower, as more fully enumerated herein. Money retained by Business as the deposit shall be returned to the Borrower, within 60 days of disposition of the loan, in accordance with the following:
(a) the services for which the money is expended are not performed.
(b) the services for which the money is expended are performed, but there is an excess amount that would be paid as brokerage fee but this commitment is not obtained.

V. SERVICES TO BE PROVIDED BY MORTGAGE BROKERAGE BUSINESS

In consideration for Business earning its fee, the services to be provided by Business are assembling information, compiling file, and completing credit application for borrower(s). Processing the application file includes verifying of information received and ordering vendor reports. Preparation and submission of completed file for conditional loan commitment between borrower(s) and lender. Incidental services necessary to obtain commitment including courier, express mail, photographs, telephone toll charges.

[Signature] Applicant **ERNEST HALL** Date **Sept 18 99**

FIRST METROPOLITAN MORTGAGE # **5169(J)**
Mortgage Brokerage Business License #

Applicant _____ Date _____

[Signature] By **FRANK CLAY** Date **10/26/99**

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Property of Cook County Clerk's Office

6/14/14

6/14

EARNEST HALL and

(hereinafter called Borrower), employs BANC 2000
(hereinafter called Business) to obtain a mortgage loan commitment (hereinafter called Commitment) within _____ days from the date hereof and acknowledges that Business cannot make loans or commitments or guarantee acceptance into specific programs, terms or conditions of any loan. However, Business may issue a rate lock-in or commitment on behalf of a lender to the Borrower.

I. PROPERTY:

Address: **14301 S. WOOD
DIXMOOR, IL 60426**

Borrower's estimates of fair market value: \$ _____
Borrower's estimates of the balances on any existing mortgage loan: \$ _____

II. TERMS OF LOAN APPLICATION:

Loan Amount: \$ **136,500** Interest Rate: **11.000 %** Loan Terms: **360** months
Monthly Payment: \$ **1,299.92**
Loan Type: First Mortgage Second/Junior Mortgage

III. MORTGAGE BROKERAGE FEE

Business, in consideration of the Borrower's agreement to pay a mortgage brokerage fee along with actual costs incurred in connection with this loan, agrees to exert its best efforts to obtain a bona fide mortgage loan commitment in accordance with the terms (or better terms) and conditions set forth herein. The Business and its associates or employees shall be held harmless from any liability resulting from failure to obtain said loan commitment. Borrower hereby agrees to pay the actual costs as estimated herein and Borrower agrees to pay Business a mortgage brokerage fee of \$ **4,500.00** for obtaining the commitment. Additionally, Borrower acknowledges that Business may receive additional compensation from Lender based on the mortgage program and terms Borrower has engaged Business to obtain in securing the commitment and that Business will receive a sum in range of _____ % to _____ % of the total loan amount. This additional compensation, the exact amount of which will be disclosed at the time of closing, is part of the total brokerage fee due Business. In no event will the brokerage fee, additional compensation included, exceed the maximum fee permitted by the applicable state law.

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V. DEPOSIT

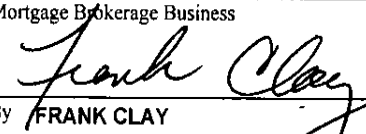
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Applicant **EARNEST HALL** Date **10-28-99**

BANC 2000
Mortgage Brokerage Business License # _____

By **FRANK CLAY** Date **10/28/99**