

MID AMERICA MORTGAGE & FINANCIAL SERVICES, LTD.

An Illinois Residential Mortgage License

7907 W. Cermak Road, North Riverside Illinois 60546 (708) 443-5300

LOAN BROKERAGE AGREEMENT

1. In accordance with section 1050.1010 of the Illinois Residential Mortgage License Act F1987. The Borrower(s) grant to MID AMERICA MORTGAGE & FINANCIAL SERVICES, LTD (Broker) the exclusive right to negotiate a mortgage loan commitment for a period of 90 days date of this agreement.

2. The Borrower(s) agree(s) to complete all the necessary forms and supply all the necessary documents requested by the broker to complete the borrower's application for a mortgage loan. Unless the Borrower(s) specifically request that the broker float the rate and point on the program selected, the broker will lock the loan within the next business day, until the selected lender accepts the lock at the chosen rate and points; there is not lock-in obligation on the part of the broker.

3. The following situations could adversely affect the estimate amounts in the processing of your loan and even negatively effect our ability to obtain a mortgage for you.

- a. An appraisal value different than that estimated by the borrower(s). Example: the property less than the purchase price
b. Credit obligations the borrower(s) fail to report. Example: Excessive credit card debt, student loans, bankruptcy, lawsuits, collections, judgments, etc.
c. A change in the Borrower(s) income. Example: earnings less than stated at the time.
d. Money for down payment and all closing costs, which are non-verifiable or less than the amount stated at time of application.

4. All efforts will be made to correct all errors and omissions that might occur, and each party agrees to pay their own costs and attorney fees to resolve any problems that may arise. If either the Borrower(s) or the broker makes a false or misleading statement to the other, then this agreement is null and void. If the Borrower(s) has made false or misleading statements, the broker may keep all fees that have been paid by the Borrower(s) and recovery any additional actual cost that it has incurred, including attorneys' fees for enforcing its rights under this agreement. If the broker has made a false or misleading statement, the Borrower(s) may recover any fees that they have paid to the broker for which no services have been performed and recover actual cost, including attorney's fees, for enforcing the Borrower(s) rights under this agreement.

5. According to the Real Estate Settlement Procedures Act (RESPA), the broker must at the time of application fill out for the Borrower(s) the good faith estimate of closing cost. These figures are only an estimate and the actual charges due at settlement may be different. This agreement incorporates by reference the "Loan Brokerage Disclosures Statement" furnished to the Borrower(s) by the broker.

6. MID AMERICA MORTGAGE & FINANCIAL SERVICES, LTD. Agrees to process the Borrower's loan application and use its best efforts to obtain a mortgage loan (plus costs) according to the following specifications:

Form with fields for First/Second Mortgage, Amortized for (30 years), Rate (6.5%), Points (2), Loan Program (Fixed), Lock for, Loan Amount (\$211,000), LTV (80%), Commitment Date (3/27/04), Estimate Closing Date (4/30/04)

7. FEES:

- a. Fees paid at time of application: the Borrower(s) agrees to pay the broker \$1850.57 for an appraisal and credit report. Upon settlement of this loan, these funds will be credited toward credit report cost incurred in the processing of this loan and may not cover the total cost of these services. These funds are used to pay vendors at time of service and are therefore non-refundable. If the broker is unable to procure financing for the Borrower(s). These funds will be applied toward the credit report and other cost incurred in the processing of this loan request and will not be refunded to the Borrower(s).
b. The Borrower(s) agree(s) to pay a loan origination equal to 2% of the amount of the mortgage loan and/or a discount fee equal to 2% of the amount of the mortgage loan at the time of closing on this mortgage loan. These fees are paid to the broker and/or the lender for the service of obtaining and providing a mortgage loan (pay out pre pm)

I/We acknowledge receipt on this date of a duplicate copy of this "Loan Brokerage Agreement" and the "Loan Brokerage Disclosure Statement". Said forms have been explained to me/us and I/We understand them. I/We further understand, that upon request, a copy of this document shall be made available to my/our attorney prior to it's signing.



Doc#: 0416734033
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 06/15/2004 10:12 AM Pg: 1 of 3

Signature of Sheldon Moore
BORROWER

CO-BORROWER

Signature of Broker
BROKER

DATE

3-8-04

fha.doc

LEGAL DESCRIPTION SEE ATTACHED

UNOFFICIAL COPY

JoF3

17:07 MAR 10, 2004

TEL NO: 630-620-9855

#69097 PAGE: 6/8

RI166445 Page 5 of 7

Appendix A – Legal Description

PARCEL 1: THE EASTERLY 40 FEET OF LOT 117 IN DIVISION NUMBER 1, OF WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 22,23,24 AND 25 IN THE SUBDIVISION OF LOTS 119,121,122,123 AND 124 OF DIVISION 1 IN WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: **3065 EAST CHELTENHAM PLACE
CHICAGO, IL 60649**

TAX- ID 21-30-417-004-0000
 21-30-417-009-0000
 21-30-417-010-0000
 21-30-417-011-0000
 21-30-417-012-0000

PROPOSED
Cook County Clerk's Office

ATT: Tom **UNOFFICIAL COPY** Page 3 of 3 11/19

SHELDON HOUSE TAX I.D. 21304170040000
 3065 E. CHELTENHAM PL. CHICAGO, IL 60649
 2-5016 710 5304566853 796
 DATE 05/19/09

PAY TO THE ORDER OF Mid America Mortgage Co. \$ 1700.00

PAYMENT STOPPED DOLLARS

LaSalle Bank
 ABN AMRO
 LaSalle Bank N.A.
 Chicago, Illinois 60603

MEMO Debit Report Sheldon House

⑆07100⑆ ⑆5⑆ 5304566853⑆ 0796 ⑆0000170000⑆

SHELDON HOUSE 329-62-1289
 3065 E CHELTENHAM PL
 CHICAGO IL 60649

Harold Collector 4839 N Euston Chicago IL 60630
 Tom Vaughan (773) 283-1475 ext 2208
 (773) 283-5086 ATT: Tom

Sidney C. Taylor III
 Vice President

tel: 312.481.1689
 fax: 312.876.1344
 page: 312.876.1265

CELL
 (630) 202-2024

BARB LOMBARDO
 VICE PRESIDENT



1907 Cermak Road • North Riverside, Illinois • 60546
 Phone (708) 443-5300 • Fax (708) 443-5700



7907 Cermak Road • North Riverside, IL 60546
 Phone (708) 443-5300
 Fax (708) 443-5700
 E-Mail: MidAmericaLTD@hotmail.com