

ConFormance Integrated *Plus!* Description of Forms

ACKNOWLEDGEMENTS

Anti-Fraud – Advise clients of the ramifications of committing fraud on your loans! This document puts borrowers on notice – fraud has serious consequences.

Accredited Investor – If you fund loans with non-institutional investors, this form is a must and could save you up to \$25k in fines.

Mortgage Loan Activity – HUD warns: “sufficient origination work must be performed to justify compensation”. With this form, borrowers help provide evidence that sufficient work was done to justify compensation. This form is particularly useful if you have *realtors* originating loans for your company.

APPLICATIONS

Loan Modification – Gather pertinent information on this application form regarding existing loan details *before* contacting lender.

CONTRACTS

Co-Brokers Agreement – Protect your commission! This form is an agreement between you and the firm with whom you will co-broker a loan regarding the fees that each party will receive. It also contains a non-circumvention clause for your protection.

Employee Agreement – Make sure employees understand the details regarding commission split, when commission is earned and the responsibilities of employees. By signing this document, employees takes full responsibility for compliance with both federal and state mortgage law.

Errors And Omissions – Let your borrowers help you stay in compliance by agreeing to correct any errors or omissions in loan documentation discovered after closing or execution of modification documents – crucial for compliance!

Loan Modification (Initial) – This initial contract should be signed by borrower(s) who engage your mortgage business in the loan modification process. You must have an agreement with your borrower if you are to collect a fee!

Loan Modification (Final) – Once modification terms are known, have your borrower sign this document at least 3 days prior to execution of the modification. Failure to have an agreement with the borrower regarding your fees puts you and your fees in jeopardy.

Mortgage Loan Contract – *Arguably the most important document in every loan you broker.* Not only does it satisfy the requirements of the law to protect the borrower, it has provisions built in to protect the mortgage business (YOU)! We know of no other mortgage loan contract that protects the mortgage business like this one.

DISCLOSURES

Conflict of Interest – Advise borrowers of the relationship you and/or your loan officers have with other service providers. This form satisfies the requirements for conflict of interest disclosure deemed necessary by the Florida Mortgage Brokerage & Lending Act.

Florida Fair Lending Act – A required disclosure regarding high cost home loans in the state of Florida.

Loan Comparison Statement – A comparison of different loan products available to the borrower (required HOEPA/FFLA loans with a prepayment penalty).

Lock-Float Agreement – Ever have a borrower at closing forget they locked/floated their rate? This form refreshes their memory and protects you from angry, amnesiac borrowers.

Notice Of Action On Mortgage – This form is used when a borrower is in default and the mortgage lender intends to begin foreclosure proceedings.

Private Investor Acknowledgement – This single form contains all of the acknowledgments that a private investor must make regarding the funding of non-institutional loans. Without it, fines can be up to \$25k per private investor funded loan.

Qualification Of Income – Everyone should be so honest! This form binds borrowers to honestly and accurately disclose income.

TIL Exemption – Certain loans are exempt from the Truth-in-Lending Act; when that’s the case, use this form to document it.

MISCELLANEOUS

Deposit Account Journal – Required of Florida Mortgage Brokerage Businesses that accept third party fees.

Post Closing Checklist – Part of “audit psychology” is to impress the auditors with the condition of your closed loan files. Pull the documents listed on this post-closing checklist to the top of your loan files to reduce the amount of time State Examiners spend auditing your records. It will help you (and them) quickly locate pertinent loan documents in a borrower’s loan file.

Principal Dwelling (HOEPA) – A HOEPA (section 32) loan can only be on the principal dwelling of the borrower. This form (when signed by the borrower) is an acknowledgment that the mortgage collateral is NOT the borrower’s principal dwelling and therefore the loan is NOT subject to HOEPA.

REPORTS (Calyx® edition only)

Fl Loan Transaction Journal – Instead of rewriting/typing borrower info on a separate loan journal, just print this report from within Calyx®. Voila’, you have your loan journal completed for the last three years!