

# MORTGAGE LOAN ORIGINATION AGREEMENT

You, the applicant(s), agree to enter into this Mortgage Loan Origination Agreement with Santiago Financial, Inc. as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with Santiago Financial, Inc. on \_\_\_\_\_ (date). We are licensed as a "Mortgage Broker" under the laws of the state of California.

**SECTION 1. NATURE OF RELATIONSHIP:** We are acting as your agent in providing the services described below, and such, owe you a fiduciary duty of utmost care, honesty, and loyalty in the transaction, including the duty of full disclosure of all material facts. While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

**SECTION 2. SERVICES PROVIDED:** Services provided by us can include, but are not limited to: arranging for a conditional mortgage loan commitment between Borrower and Lender, taking the mortgage loan application, assembling information, processing the mortgage loan file including verifying the information, preparing all paperwork and documentation necessary for a conditional mortgage loan commitment, reviewing, analyzing and evaluating Borrower(s)' financial statements, income, and credit history, incidental services utilized in arranging for and procuring a conditional loan commitment including mail and long distance telephone charges.

**SECTION 3. OUR COMPENSATION:** The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. The retail price we offer you - your interest rate, total points and fees - will include our compensation. In some cases, we will receive all of our compensation from you, to be paid in cash or from the loan proceeds at the time of settlement. In other cases, we will receive all of our compensation from the lender. You may be able to finance the payment of our compensation into your loan. In no circumstance will we be paid by both you and the lender for the same transaction. In this transaction our compensation will be  based upon the loan amount and payable at close. OR  payable by you and due immediately prior to beginning the application process.

For loans secured by real property, the amount of fees and charges that you pay in connection with your loan will be estimated on your Loan Estimate and final figures will be reflected on your Closing Disclosure.

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement.

Borrower 1: \_\_\_\_\_ Borrower 2: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
(Must Be Completed)

Broker(MLO) Authorized Agent Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: 17842 Irvine Blvd., Suite B204, Tustin CA 92780