

WHOLESALE BROKER AGREEMENT

This Wholesale Broker Agreement ("Agreement") is made and entered into this ___ day of _____, 20___, by and between InterBank Mortgage Company (referred to as "Lender") and _____ ("Broker").

RECITALS

WHEREAS Broker is in the business of originating mortgage loans secured by one-to-four family residential real property (each, a "Loan") by taking and processing loan applications from prospective applicants; and Lender is in the business of accepting, underwriting and, upon approval of the Loans, funding such Loans in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Lender and Broker agree as follows:

BROKER'S DUTIES

1. Registration of Loan Application Packages. Broker may register with and deliver to Lender for approval and funding "Loan Application Packages" or "Loan Submission Packages" as defined in the appropriate Lending Guidelines referred to below for Loans originated by Broker (For purposes of this Agreement, they shall collectively be referred to as "Loan Application Packages"), subject to the terms, conditions, representations and warranties contained herein and in (i) Lender's Wholesale Broker Guidelines (if Broker is originating conforming loans for delivery to Interbank), including any policies and procedures contained in program announcements, bulletins, memoranda or other similar communications delivered to Broker, as the same may be amended from time to time, (such Guidelines collectively, as so amended, shall be referred to as the "Guidelines") all of which are hereby incorporated herein by reference as if they were more fully set forth herein.

2. Loan Application Package Review and Loan Approval. Loan Application Packages solicited by Broker shall be submitted to Lender, which shall, in its sole and absolute discretion, determine the acceptability to Lender of the proposed terms, the creditworthiness of the loan applicant and the adequacy of the real estate intended as security for the Loan. Prior to the approval of a Loan Application Package by Lender, Broker shall not make any representations that Broker is authorized to approve a Loan Application Package on Lender's behalf.

3. Non-Exclusive. Broker Cooperation. Nothing contained herein shall obligate Broker to submit to Lender all Loan Application Packages that it originates, it being understood that this shall be a non-exclusive agreement. Additionally, if requested, Broker will cooperate expeditiously in assisting Lender in retrieving any post closing documents required to complete a closed Loan Application Package within the time frames established in the Guidelines.

4. Confidential Information. The parties agree that any information and documents that are furnished for the purposes of performing under this Agreement or that are produced or are otherwise furnished to or come to the attention of either party are proprietary and shall be used only for the purposes of this Agreement. This information includes the terms of this Agreement, services and information concerning current, future, or proposed products and services and combinations of products and services; financial information; mortgage loan files, and all other information relating in any way to the customer; and any or all other information, data or materials relating to the business, trade secrets and technology of either party, its customers, clients, employees, business affairs, affiliates, subsidiaries and the affiliates of its parent organization (all of the foregoing collectively referred to as "Confidential Information"). Each party shall maintain the Confidential Information of the other in confidence using the same care and discretion to avoid disclosure of Confidential Information as it uses to protect its own confidential information that it does not want disclosed, but in no event less than a reasonable standard of care. Each party further agrees to (a) restrict disclosure of Confidential Information of the disclosing party solely to persons who need to know the Confidential Information to perform under this Agreement, (b) not to disclose any Confidential Information to any third party or copy Confidential Information without written approval of the disclosing party, and (c) inform those third parties and other persons who receive Confidential Information of its confidential nature and obtain their agreement to abide by the obligations set forth herein. The obligations imposed under this Agreement shall not apply to Confidential Information that is (a) made public by the party whose Confidential Information is disclosed, (b) generally available to the public other than by a breach of this Agreement by the receiving party, its employees or agents, or (c) rightfully received from a third person having the legal right to disclose the Confidential Information free of any obligation of confidence, nor shall this Section be deemed to prohibit any disclosure by a party that is necessary or appropriate in such party's work with legal counsel, accountants, auditors or as required by applicable law. Each party acknowledges and agrees that any breach or threatened breach of any of the provisions of this Section by the other party will result in immediate and irreparable harm and that any remedies at law in such event will be inadequate. The parties agree that such breaches, whether threatened or actual, will give the disclosing party the right to obtain injunctive relief to restrain such disclosure or use. This right shall, however, be in addition to and not in lieu of any other remedies at law or in equity. Upon termination of the Agreement, all copies of the Confidential Information will either be destroyed or returned to the disclosing party immediately upon such party's request. Each party agrees that it will not retain any copy, summary or extract of the Confidential Information or any related work papers on any storage medium whatsoever.

BROKER'S REPRESENTATIONS AND AGREEMENTS

5. Broker Representations and Warranties. Broker hereby represents and warrants to Lender as follows:

A. As of the date of this Agreement and throughout the term of this Agreement, it is and will remain duly organized and validly existing as a corporation, partnership, or other form of organization in good standing under the laws of the jurisdiction of its organization; and it has and will have the requisite power and authority to enter into and perform this Agreement. In the event of any change of ownership, in whole or in part, or in its form of organization Broker shall promptly notify Lender in writing, in the manner set forth herein. Broker has obtained and shall maintain in good standing all licenses required to originate the Loans hereunder as may be required by applicable federal, state and local law and shall submit copies of such licenses as requested by Lender.

B. As of the date of this Agreement and throughout the term of this Agreement, it has and will have the minimum net worth for a licensed mortgage broker, mortgage banker, or lender, in the states in which it conducts loan originations and, if applicable, maintain a minimum net worth in accordance with the certification requirements published by the Department of Housing and Urban Development (HUD) and/or the Department of Veterans Affairs (VA), and that in the event of any change in its good standing with state or federal banking authorities or a change in its ability to meet the net worth requirements mandated by state, federal, and, if applicable, HUD/VA regulations, the Broker shall promptly notify Lender in writing, in the manner set forth herein.

C. Broker shall provide Lender upon its request updated financial statements together with any other information requested by Lender to confirm that Broker remains fully licensed, in good standing and solvent.

D. Broker shall be solely responsible and shall pay in full, costs and expenses directly or indirectly incurred in performing its duties hereunder. Broker shall have no right to reimbursement of costs and expenses unless Lender agrees to such in writing. Lender shall not be responsible and have no liability for all costs, fees and expenses incurred and payable to third parties in connection with the processing of the Loan application.

E. This Agreement has been duly authorized, executed and delivered to Lender and constitutes a valid, legally binding and enforceable agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, or other laws relating to or affecting the rights of creditors generally, and by general equity principles.

F. The execution and performance of this Agreement will not violate any provision of any organizational document, instrument, agreement, judgment, order, statute or regulation by which Broker is bound to which it is a party or require the consent of any other person or governmental authority (unless such consent has been obtained); and

G. There is no action, proceeding, or investigation pending, or, to Broker's knowledge, threatened, that has or would have an adverse effect on Broker's performance of its obligations under this Agreement or which questions the validity of the Agreement or of any action taken or to be taken pursuant thereto.

6. Representations and Warranties as to Each Loan. As to each Loan originated hereunder, Broker acknowledges and agrees to abide by Lender's Guidelines and that Lender has a zero tolerance for Loan fraud, accordingly, Broker hereby represents and warrants to Lender as follows:

A. Neither Broker nor any of its employees and/or agents has violated any applicable federal, state and local laws, regulations and rules, including, without limitation, applicable state and local lending and licensing laws and the Fair Credit Reporting Act, Federal Fair Housing Act, Real Estate Settlement Procedures Act ("RESPA"), Federal Truth in Lending Act, Equal Credit Opportunity Act, Consumer Credit Protection Act, Flood Disaster Protection Act and the privacy provisions of the Gramm-Leach-Bliley Act and all regulations promulgated there under. Broker shall comply with all requirements, terms and conditions contained in the Guidelines as amended from time to time. No Loan submitted hereunder will be covered by the Home Ownership and Equity Protection Act or would otherwise be considered a "High Rate" or "High Cost" mortgage loan under applicable federal and state law. As such, Broker may receive from the loan applicant a legally permissible fee for services rendered but in no event shall exceed limitations set by applicable federal, state or local anti-predatory/high cost lending laws.

B. Broker shall have taken the Loan Application from the Loan applicant and shall have performed for such Loan applicant or Lender the services required under RESPA. All fees charged to borrowers are legally permissible, appropriate and reasonably related to the value of the services rendered. Broker has submitted an executed Mortgage Loan Origination Agreement between Broker and loan applicant pursuant to applicable law. With respect to each application, Broker and loan applicant have completed and executed a Good Faith Estimate which complies with applicable law and contains all applicable fees and charges and itemizes the dollar amount to be paid to Broker. Broker additionally warrants that it has obtained the consent of each borrower to obtain a credit report for or on behalf of such borrower.

C. The Loan Application package and supporting documentation contain no misinformation or misstatement of any material fact, and all information submitted by Broker to Lender is true, correct, valid and genuine to the best of Broker's knowledge and belief. No Loan has been originated by a party other than Broker.

D. Broker has no knowledge or information with respect to any Loan, Loan Applicant or property that serves as collateral for any Loan, that can reasonably be expected to cause an institutional secondary mortgage market investor to regard the purchase of the Loan as an unacceptable investment, cause a Loan to become delinquent or default or adversely affect the value of any such Loan.

E. Broker will adhere to all the terms and conditions set forth in this Agreement, the Lender's product guidelines, any and all policies and procedures contained in program announcements, bulletins, memoranda or other similar communications delivered to Broker, as the same may be amended from time to time, subject to the warranties, representations and agreements set forth therein, all of which are hereby incorporated by reference as if they were more fully set forth herein.

F. In the event the Loan is guaranteed and/or insured by the Federal Housing Administration or the Department of Veterans Affairs, the Broker shall execute the FHA/VA Addendum in the form attached hereto as Exhibit "A".

7. Indemnification and Release. Broker shall indemnify, defend, and hold harmless Lender, its affiliates, directors, officers, agents, and employees, successors and/or assigns, from and against any and all damage, loss, liability, cost, actions, causes of action, claims, demands or expense both direct and indirect (including without limitation reasonable legal fees and expenses actually incurred) arising out of or related to (i) the breach by Broker of any representation, warranty or covenant set forth in this Agreement; (ii) the failure by Broker to perform any obligation set forth herein; and (iii) any fraud or misrepresentation found to exist in any Loan. If any Loan originated hereunder is rescinded or withdrawn pursuant to applicable law, Broker will refund to the rescinding customer any and all broker fees received; and Broker will reimburse Lender for any broker fee refunded by Lender in the event of such rescission. Any fee or compensation due to Broker shall not be deemed earned or payable until the loan transaction has been closed and funded.

8. Quality Control Reporting. Broker understands and agrees that Lender may report information about any application for a Loan that Lender reasonably believes to contain misrepresentations and/or irregularities to any applicable regulatory agency, including without limitation HUD or any state banking department, and/or to any mortgage industry background database, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"), and Broker hereby releases Lender from any and all damage, loss, liability, costs, actions, causes of action, claims, demands or expense that may arise from the reporting or use by any database subscriber of any information submitted by Lender with respect to Broker and its employees to any mortgage industry background database.

9. Repurchase. Upon discovery of any evidence of fraud, misstatement of material fact in the origination of a Loan or in the sale of a Loan to Lender, which through commercially available and customary processes, Broker should have discovered evidence of such fraud or misstatement of material fact, or breach of any section of this agreement, Lender shall notify Broker and Broker shall have the opportunity to correct or cure such defect or breach within the time prescribed by Lender to the full and complete satisfaction of Lender. If, after receiving such notice, Broker is unable to correct or cure such defect within the prescribed time, then upon 30 calendar days written notice, Lender shall have the right to demand that Broker repurchase such defective Loan at the Repurchase Price (as defined below) or, (b) such other remedy as parties may agree. For purposes of this section, "Repurchase Price" shall mean with respect to any mortgage Loan required to be repurchased pursuant to this Agreement, an amount equal to (i) the outstanding principal balance of such mortgage Loan at par value; plus (ii) all interest accrued to the date of repurchase, plus (iii) any premium or similar amounts paid to the Broker at the time of original purchase and/or funding, plus (iv) all reasonable costs, administrative fees and expenses incurred and documented in writing by Lender.

10. Early Loan Payoff. In the event that a loan previously purchased and/or funded by Lender (either closed in the name of the Broker or another Lender) pre-pays in full within one hundred fifty (150) days of the funding date by Lender, Broker shall pay Lender, within thirty (30) days of notice by Lender, an amount equal to all costs, premiums, expenses, damages and losses incurred by Lender arising out of or related to said early loan payoff.

11. Early Payment Default. If a borrower fails to make the first payment due Lender within thirty (30) days of the payment due date Lender solely determines that such failure is the result of (i) Broker committing fraud or misrepresentation with respect to the loan or otherwise aiding, abetting or assisting in the commission of fraud or misrepresentation by any third party with respect to the loan; or (ii) Broker's negligence in performing its services hereunder, then the Broker shall pay Lender within thirty (30) days of notice by Lender an amount equal to all costs, expenses, damages and losses incurred by Lender arising out of or related to said early payment default.

MISCELLANEOUS

12. Right of Offset. Broker agrees that Lender shall have the right at any time, without notice, to the extent permitted by law to offset against any amounts to which Broker may be entitled hereunder, any amounts owed or hereafter owed by Broker to Lender, whether under this Agreement or otherwise.

13. Termination. Either party may terminate this Agreement with or without cause at any time by giving written notice to the other party in the manner set forth herein. However, in the event that Lender, in its sole discretion, reasonably determines that there has been fraud or misrepresentation concerning Loans delivered by Broker, or any other material breach by Broker of this Agreement, Lender reserves the right to terminate this Agreement immediately and without prior notice, and to refuse to close any Loans registered by Broker prior to such termination regardless of whether the interest rate and points of such Loans have been locked-in by Lender. The parties' rights and obligations under this Agreement and in this section will remain in full force and effect notwithstanding any termination of this Agreement. All other rights and obligations of the parties hereto that arose prior to termination shall survive the effective date of termination of this Agreement.

14. Corrective Changes to Loan Documents. Broker hereby gives its consent, together with any assistance that Lender may require from Broker, to cure any deficiencies or errors to the documents in either the application package and/or the documents assigned to Lender in connection with the closing, funding or delivery to Lender of any Loan. Broker irrevocably makes, constitutes, and appoints Lender its attorney-in-fact with full power of substitution for and on behalf and in the name of Broker for the limited purpose of completing, executing, delivering and recording any assignment or other document, to endorse any mortgage loan note in the name of Broker and to do every act or thing necessary or desirable to effect transfer of a Lender funded Loan or any related collateral.

15. Relationship of the Parties. This Agreement and transactions entered into pursuant hereto shall not create between Broker and Lender a relationship of agency, legal representation, joint venture, partnership, or employment, and Broker and Lender agree that neither party is in any way authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other. Broker is an independent contractor, and is hereby expressly prohibited from holding itself out as an agent, representative, or employee of Lender or as having any endorsement from or affiliation with Lender. Broker is prohibited from using Lender's name or logo in any form of advertising without Lender's express prior written consent.

16. Assignment. Broker shall not have the right to assign this Agreement or any of its duties, obligations or rights hereunder without the prior written consent of Lender. Lender may assign this Agreement, in whole or in part, to its subsidiary or to any purchaser or transferee to whom Lender may sell or transfer any of the Loans subject to this Agreement, without the consent of Broker. Except as otherwise provided herein, this Agreement and all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Notices. Any notice or demand that is required or permitted to be given by a provision of this Agreement shall be deemed to have been sufficiently given if either served personally or sent by prepaid first class, registered, or certified mail, addressed to the party at its address set forth below. Either party may change its address by notice to the other.

Broker: Company Name: _____ Address: _____ City, State, Zip: _____ Attention: _____	Lender: InterBank Mortgage Company 3200 Doolittle Drive Northbrook, IL 60062 Attn: Administration With a copy to General Counsel at the address set forth above.
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18. Governing Law, Forum Selection, Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflict of law principles thereof. Each of the parties irrevocably submits to the jurisdiction of any state or federal court located in Cook County, Illinois, over any action, suit or proceeding to enforce or defend any right under this Agreement or otherwise arising from any transaction existing in connection with this Agreement. If any provision of this Agreement is found to be invalid, such invalidity shall not affect any other provision hereof.

19. Attorneys' Fees. In the event Broker defaults in any of its warranties, representations, or obligations under this Agreement or in any document or obligation relating to this Agreement, it shall pay Lender reasonable attorneys' fees and expenses incurred in enforcing its rights hereunder.

20. Waiver. No modification or waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

21. Entire Agreement: Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. All changes, additions, or deletions to this Agreement must be made in writing and signed by each of the parties hereto; provided, however, that Lender may from time to time amend or update the Guidelines by delivering program announcements, bulletins and the like to Broker in the manner contemplated in the Guidelines, each of which shall be effective as indicated therein.

IN WITNESS WHEREOF, Lender and Broker have executed this Agreement as of the day and year first above written.

BROKER: _____

INTERBANK MORTGAGE COMPANY:

By: _____

By: _____

Signature: _____

Signature: _____

Date: _____

Dated: _____