



South Carolina State Housing Finance and Development Authority

300-C Outlet Pointe Boulevard, Columbia, South Carolina 29210

Telephone: (803) 896-9396

Fax: (803) 896-8589

Thank you for your interest in our "Broker/Lender Partnership". The following documents are to be fully completed and all attachments returned to my attention. The approval process usually takes approximately 2 weeks. After you receive your approval package, please contact me to schedule the mandatory training for your staff. If you have any questions concerning the application, programs or processes please feel free to contact me.

Once again thank you for your interest and I hope to be approving your company in the very near future.

Yours truly,

Claude Spurlock
Director Mortgage Production
803-896-9396
803-730-5030

SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY

BROKER APPLICATION

Legal Name _____		
Address _____		
City _____	State _____	Zip Code _____
Telephone _____	Fax _____	
E-Mail Address _____		
Date Incorporated _____	Fiscal Year-End _____	
Parent Company _____		
Address _____		
Primary Markets -List Metropolitan Areas and Counties where loans are originated		

Annual Loan Volume _____	\$ Volume _____	# Volume _____
Insurance Coverage		
Fidelity Bond _____	Carrier _____	Amount _____
Errors & Omissions _____	Carrier _____	Amount _____

PRINCIPAL OWNERS OR OFFICERS

Name _____	Title _____	Ownership % _____
Name _____	Title _____	Ownership % _____
Name _____	Title _____	Ownership % _____
Name _____	Title _____	Ownership % _____

REFERERENCES

List the 3 Largest Lenders that you currently deliver loans	
Name _____	Phone No. _____
Name _____	Phone No. _____
Name _____	Phone No. _____

AGENCY APPROVALS

Agency	Mortgagee Number	Date Approved
FNMA	_____	_____
FHLMC	_____	_____
GNMA	_____	_____
FHA	_____	_____
VA	_____	_____

MORTGAGE INSURANCE COMPANY REFERENCES

Company	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please furnish the following when submitting you application:

- Resume of principals and supervisory staff
- Articles of Incorporation (showing 5 years of operation)
- Copies of all Mortgage Licenses
- Companies most recent financial statements
- A properly executed Loan Broker agreement
- Last 2 years Tax Returns (if individually held)
- A **Processing Fee** of **\$250.00** made Payable to: SC State Housing Authority

Mail the complete package to:

South Carolina State Housing Authority
Attn: Claude Spurlock
300-C Outlet Pointe Blvd
Columbia, SC 29210

It is understood that the State Housing Authority will make reference inquiries and at its sole discretion may order credit reports and independent background investigation on the applicant's principal officers and employees. The undersigned declare that, to the best of their knowledge and belief, the statements set forth herein are true and correct.

Name of Company

By: _____ President _____
Print Name Date

Signature

**SOUTH CAROLINA STATE HOUSING FINANCE
AND DEVELOPMENT AUTHORITY
BROKER AGREEMENT**

This Broker Agreement is made this ____ day of _____ 20____, by and between the South Carolina State Housing Finance and Development Authority, "The Authority" and _____, as Broker. Whereas, Broker desires to sell mortgage loans to the Authority and the Authority desires to purchase mortgage loans from the Broker, the parties agree to perform pursuant to the terms of this agreement as follows:

Broker warrants that it has the requisite corporate authority to enter into the agreement and is duly organized and validity existing in good standing under the laws of the United States and the state of South Carolina.

Neither the consummation of the transaction contemplated by nor the fulfillment of the terms of the Loan Broker Agreement conflicts with or will result in a breach of the charter or bylaws of the Broker, or violates any provision of any order, rule, regulation or other agreement to which the Broker may be bound.

The Broker shall comply with all applicable federal, state, and local laws, rules, regulations or interpretations including, but not limited to, the Truth in Lending Act, the Equal Credit Opportunity Act, the Real Estate Settlement Procedures Act, or any other federal, state, or local government authority having jurisdiction over the Broker.

The Broker warrants that there are no actions, suits, proceedings or investigations pending or threatened against the Broker which may result in any material adverse changes in the business operation, financial condition, properties or assets of the Broker, or any material impairment of the right or ability of the Broker to carry on its business as now conducted, or in any material liability on the part of the Broker, or which would be likely to materially impair the ability of Correspondent to perform under the terms of this Broker Agreement.

The Authority will provide Brokers a list of Loan Programs that are available including loan limits, income limits, loan to value ratios, interest rates, prices and fees. Any changes pertaining to the programs offered or information relating to these programs will be issued in writing by the Authority.

The Broker is aware that the Authority may sell these loans in the secondary market. The Broker warrants that all applications submitted to the Authority are in full compliance with all pertinent warranties and requirements of the Authority, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation and other investors, which the Authority may identify. The Authority or its investors will have sole authority to make underwriting decisions including but not limited to the acceptability of any loan for purchase. The qualifications of any borrower(s) to participate in any program administered by the Authority and the suitability or qualifications of any real property securing any mortgage offered for purchase by the Authority.

To the best of the Broker's knowledge and belief all documents submitted by the Broker in connection with the loan packages are valid and genuine and all information submitted in connection with such loan packages is true and accurate. The Broker is hereby notified that the Authority will routinely conduct quality control audits to verify appraisals and credit documents submitted by the Broker.

The Broker agrees that upon request from the Authority the Broker will immediately repurchase any closed loan that is not in compliance with the provisions or regulations contained in this agreement, or the

Authority underwriting guidelines and/or the statutes and regulations (both State and Federal that govern the operations by the Authority of its Mortgage Purchase Program. The purchase price will be the Authority net funded loan amount including any accrued interest and escrow deficiency.

The Broker agrees to indemnify and hold the Authority harmless from and against any and all loss, damage or liability sustained, threatened or incurred by the Authority including all cost and attorney fees arising in connection with or in any way arising from the entering into of this Agreement or in any way resulting from the purchase by the Authority of any loan from the Broker.

This agreement may not be assigned by either the Authority or the Broker without prior written consent of the other party and all provisions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The Broker shall act as an independent contractor at all times and not as an agent for the Authority and the Authority does not assume any liability or incur any obligation of the Broker by the execution of this Broker Agreement.

The terms of this Agreement are in addition to and are supplementary to the terms, conditions, and requirements that are contained in the Mortgage Purchase Agreement entered into between the parties as of the date first above written and the terms of this Agreement shall be of no force or effect unless the parties shall have entered into the aforesaid Mortgage Purchase Agreement.

This Broker Agreement may be cancelled by either party and such cancellation will be effective (5) days after issuance of written notification. It is understood and agreed that the representations and warranties set forth in the agreement will survive delivery of the respective mortgage loans to the Authority and its successors and assigns and will survive the termination of this agreement.

Should any portion of this agreement be invalidated, such decision shall not effect the remaining terms of this agreement.

The Broker agrees to abide by the terms of the Broker agreement and the provisions of the guidelines and understands and accepts the terms of the Broker Agreement as evidenced by the signature of its duly authorized corporate officer.

Date: _____

Date: _____

South Carolina State Housing Finance and
Development Authority

Broker Name

By: _____

By: _____

Title: _____

Title: Director Mortgage Production

Claude D. Spurlock

Print Name of Officer

Print Name of Officer

**SOUTH CAROLINA STATE HOUSING
FINANCE AND DEVELOPMENT AUTHORITY**

HOMEOWNERSHIP MORTGAGE PURCHASE PROGRAM

MORTGAGE PURCHASE AGREEMENT

THIS AGREEMENT, Dated as of _____, 20____, is entered into by and between the South Carolina State Housing Finance and Development Authority, having its principal place of business located at 300-C Outlet Pointe Blvd, Columbia, South Carolina 29210 (hereinafter referred to as the "Authority") and _____ having its principal place of business located at _____ (hereinafter referred to as the "Lender").

The Authority desires to purchase from the Lender and Lender desires to sell to the Authority certain Mortgage loans hereinafter described upon the terms and conditions set forth herein:

In consideration of the mutual covenants and agreements herein contained, the Authority and the Lender agree as follows:

SECTION 1. DEFINITIONS

All words and terms contained herein shall be interpreted to have their usual meaning unless any such word or term shall be assigned a different meaning by the Originator's Guide dated May 1997 or any subsequent supplements, revisions or replacements published by the Authority for its Homeownership Mortgage Purchase Program, in which case any such word or term shall be interpreted to have the meaning assigned to it by the Originator's Guide.

SECTION 2. MORTGAGE PURCHASE PROGRAM

A. PURCHASE

Beginning on the date hereof and continuing until this Agreement is terminated by written notice given by either party to the other by certified mail, which notice shall be effective in accordance with its terms upon mailing and which may be given without cause, the Authority agrees to purchase from the Lender, but only upon the terms and conditions contained herein, and the Lender agrees, upon such terms and conditions, to originate and to deliver for sale to the Authority, mortgage loans, the funds for which have been committed in accordance with the procedure described in the Homeownership Lending Manual.

In the event that this Agreement shall be terminated by the Authority on account of the Lender's failure to comply with the terms and conditions of the Originator's Guide or with the terms hereof, then, and in that event, the Lender shall be ineligible to participate further in the Homeownership Mortgage Purchase Program or any other program of the Authority which relates to owner-occupied housing for a period of three years. After three years the Lender may re-apply to participate in the programs of the Authority.

B. MORTGAGE REQUIREMENTS

In order to be eligible for purchase by the Authority, each Mortgage Loan delivered by the Lender must have been originated in strict compliance with the provisions of the Originator's Guide, must

be the subject of the Required Mortgage Insurance/Guaranty ("RMI/G") and must have received prior underwriting approval by the Authority's staff.

SECTION 3. CONDITIONS OF PURCHASE

- A. Purchase by the Authority of Mortgage Loans hereunder is conditioned upon compliance by the Lender with all requirements and representations and warranties herein set forth and in the Originator's Guide. All conditions represented and warranted to exist are warranted to exist as of the Mortgage Purchase Date. All conditions represented or warranted to exist on a continuing basis shall continue to exist on a continuing basis. The Originator's Guide, with all amendments and supplements thereto, is hereby expressly incorporated herein. The Lender represents and warrants that such statements of facts will exist on the Mortgage Purchase Date and agrees that said representations and warranties shall survive the purchase of such Mortgage Loan. In the event that the Lender becomes aware that any fact or condition which the Lender has warranted to exist with respect to any Mortgage Loan shall cease to exist, Lender shall either: (1) retain such Mortgage Loan and not offer it to the Authority for purchase; (2) in the event that any such Mortgage Loan has been offered to the Authority but has not yet been purchased, Lender shall advise the Authority that such Mortgage Loan is no longer eligible for purchase by the Authority; or (3) in the event that such Mortgage Loan has been purchased by the Authority, Lender shall, within 10 business days of obtaining such information, advise the Authority of the warranted condition or fact which has ceased to exist or to be true and shall offer to repurchase such Mortgage Loan from the Authority pursuant to the provisions of Section 5 hereof.
- B. (1) The Required Mortgage Insurance/Guaranty is to be obtained on Mortgage Loans to the extent permitted by State or federal statute. Coverage is required in an amount equal to the outstanding principal balance.

As of the Mortgage Purchase Date, such Required Mortgage Insurance must be in full force and effect, the benefits of such Mortgage Insurance must run to the Authority, and nothing must have been done which would impair the rights of the Authority thereunder.

The Required Mortgage Insurance/Guaranty premium has been paid or financed in accordance with the procedures adopted by RMI/G.

- (2) If and to the extent necessary to assure that RMI/G shall extend to and cover a default arising out of or in connection with the failure of the Borrower to make any payment of principal and/or interest due under the Mortgage Loan, which payment arises because the Authority exercises or directs the exercise of its right to call the Mortgage Loan, or the Authority exercises or directs the exercise of the Addendum provision in the Note and Mortgage, the Lender agrees to offer or cause to be offered to the Borrower or the transferee, as the case may be, a new Mortgage Loan at a market interest rate in an amount not less than the then outstanding principal balance with no decrease in amortization period.

- C. All Mortgage Loans are purchased by the Authority on a "servicing released" basis.

SECTION 4. WARRANTIES

A. AS TO LENDER

With respect to itself and its organization, the Lender makes the following warranties to the Authority:

- (1) The Lender has, and its officers on its behalf have, full legal authority to engage in the transactions covered by this agreement and the execution and delivery of this Agreement. The consummation of the transactions herein and therein contemplated, whether presently or in the future, and in compliance with the terms, conditions, and provisions hereof and thereof will not conflict with or result in a breach of any of the terms, conditions, or provisions of the charter or by-laws of the Lender, or to the best of the Lenders knowledge, any agreement or instrument to which the Lender is now a party. The Lender is not a party to or bound by any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ injunction, decree, law, rule or regulation which now or in the future may materially and adversely affect the ability of the Lender to perform its obligations under this Agreement. This Agreement constitutes valid and binding obligations of the Lender, enforceable against it in accordance with their terms, subject to any applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally.
- (2) At the date hereof and at any Mortgage Purchase Date, the Lender is and will be duly organized, validly existing, and in good standing under the laws of the State of South Carolina or under applicable Federal laws and shall have the power and authority to own its properties and carry on its business as now being conducted, and shall be duly qualified to do such business wherever such qualifications are required.

B. AS TO MORTGAGE LOANS

The Lender makes the following representations and warranties as of each applicable Mortgage Purchase Date, which representations and warranties survive the purchase of the Mortgage Loans sold on such date and are expressly to be relied upon by the Authority:

- (1) The unpaid principal balance of each Mortgage Loan and the interest rate thereon is accurately stated for such Mortgage Loan.
- (2) The amount of the unpaid balance and accrued interest, if any, is justly due and owing in accordance with the terms of each Mortgage Loan.
- (3) No counterclaim, offset, defense, or right of rescission exists which can be asserted and maintained by the mortgagor or his successor in interest against the Authority as assignee of each such Mortgage Loan.
- (4) Each Mortgage Loan is evidenced by a properly executed promissory note made payable or assigned to the order of the Lender and endorsed by the Lender as follows:

"Payable to the order of the South Carolina State Housing
Finance and Development Authority without recourse"

and secured by a Mortgage, both of which are the legal, valid, and a binding obligation of the makers thereof and are enforceable in accordance with their terms, except only as such enforcement may be limited by laws affecting the enforcement of creditor's rights generally, and all parties to each Mortgage Loan had full legal capacity to execute all Mortgage Loan documents.

- (5) Record title to the Mortgage Loan shall have passed to the Authority prior to the time of purchase by the Authority.

- (6) Each Mortgage and financing statement, if any, and any other document required to be filed in a public office to perfect the lien of the Mortgage against third parties has been duly and timely filed, registered or recorded by the Lender in the proper public office in order to give constructive notice thereof to all subsequent purchasers or encumbrancers.
- (7) In making the Mortgage Loan, the Lender has not discriminated against any person or group of persons in fixing the terms and conditions of such Mortgage Loan on account of race, color, religion, age, sex, marital status, or national origin, and has otherwise complied with all State and Federal requirements without limitation, the South Carolina Fair Housing Law Title VI of the U.S. Civil Rights Act of 1968, as amended by the Housing and Community Development Act of 1974, and the Fair Credit Reporting Act.
- (8) The Lender, as the sole owner and holder of the Mortgage Loan, has full right to sell and assign the Mortgage Loan to the Authority, and such assignment conveys a good and marketable mortgagee's title to the Authority free and clear of all liens and encumbrances and subject only to real property taxes and assessments not yet due, and encumbrances acceptable to the Authority prior to the Mortgage Purchase Date, and that the mortgage constitutes a valid first lien upon the property described therein.
- (9) There exists no other assignment or pledge of the Mortgage Loan other than the assignment to the Authority as provided for herein.
- (10) The Lender has not modified in any respect and has not satisfied, canceled, subordinated, or compromised in whole or in part the Mortgage Loan indebtedness, and has not released the mortgaged property in whole or in part from the lien of the Mortgage securing the Note and the terms, covenants, and conditions of the Note evidencing each Mortgage Loan and the mortgage securing the same have not been waived, altered, or modified in any respect which would materially affect the validity or enforcement of the Mortgage, the prospect of prompt payment of the Mortgage Loan, or the security of the lien of the Mortgage.
- (11) The real property securing the Mortgage Loan meets the requirements set forth in the Homeownership Lending Manual.
- (12) There are no pending procedures for a total or partial condemnation of the mortgaged property, and the Lender has no knowledge of damage to said property by fire, windstorm, or other casualty.
- (13) There are no circumstances or conditions with respect to the Mortgage or the mortgaged property, or the mortgagor, or his credit standing that could cause prudent private investors in the secondary market to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent, or adversely affect the value or marketability of the Mortgage Loan.
- (14) The Mortgage Loan meets all applicable State and Federal laws, regulations, and other requirements pertaining to usury.
- (15) The relevant requirements of any State or Federal Laws, rules or regulations respecting, known as, or governing consumer credit and truth in lending have been complied with, and no right of rescission of the Mortgage Loan transaction exists.

- (16) All improvements covered by the Mortgage Loan are in compliance with all applicable zoning laws or regulations.
- (17) The Lender has complied with all the requirements of the Real Estate Settlement Procedures Act of 1974 (Public Law 93-533), as amended by the Real Estate Settlement Procedure Act Amendments of 1975 (Public Law 94-205) at the time the Mortgage Loan was originated.
- (18) The Lender, **after making diligent inquiry**, has no knowledge that either the mortgaged property or appurtenances thereto, or the subjection thereof to use and enjoyment for the purposes intended is, or will be, a violation of any applicable law, rule, or regulation in effect on the Mortgage Purchase Date relating or governing the protection of the environment (including those relating to lead-based paint). There are no pending cases or proceedings directly or indirectly involving such property in which compliance with any such law, rule, or regulation is an issue or that anything further remains to be done to satisfy in full all requirements of each such law, rule, or regulation constituting a prerequisite to such use and enjoyment of said property.
- (19) The improvements upon the real property subject to each Mortgage Loan are covered by a valid and existing policy of Hazard Insurance which meets the requirements of Section (eight) 8 hereof.
- (20) The Lender has complied with all procedures required by the Authority in the origination of the Mortgage Loans including, but not limited to, a thorough review to determine the accuracy of all statements contained in the Borrower's Affidavit and the Seller's Affidavit; with respect to such affidavits, the Lender is possessed of no knowledge which indicates or which could tend to indicate that any statement contained therein is incorrect, incomplete or misleading. The Lender has reviewed the Representations of Borrowers contained in the Note and Mortgage and is possessed of no knowledge indicating or which would tend to indicate that any such representation is falsely or fraudulently made, the Lender is aware that all such Affidavits and representations are relied upon by the Authority in the purchase of all such Mortgage Loans.
- (21) With respect to each Mortgage Loan, the mortgaged property is to be occupied by the mortgagor as his **principal residence** and the mortgagor has not conveyed his right, title, or interest to the mortgaged property to any party and as to each Mortgage Loan, the Lender has, to the best of its knowledge, correctly listed the mortgagor of record.
- (22) **With respect to each Mortgage Loan, the Loan has been approved by the RMI/G and said Loan is the subject of valid and existing Mortgage Insurance.**
- (23) The Mortgage Loan is covered by a paid-up mortgagee Title Insurance policy, written on the standard ALTA form, issued by a Title Insurer acceptable to RMI/G in an amount at least equal to the outstanding principal balance of the Mortgage Loan, the benefits of which, upon purchase by the Authority hereunder, will inure to the benefit of the Authority, such Title Insurance policy not being subject to any exceptions other than those permitted by the Originator's Guide.
- (24) In the judgment of the Lender, taking into consideration the purposes of the Authority's Homeownership Mortgage Purchase Program, each Mortgage Loan offered for sale to the Authority would, in all respects, be a prudent investment.
- (25) **No default or delinquency exists under the Mortgage Loan.**

- (26) All documents required to be filed to perfect the liens on the property securing each Mortgage Loan against third parties have been filed.
- (27) The Lender certifies that the Borrower meets all the requirements of the Program and that the property is an Eligible Property and is not an Ineligible Property as defined in the Originator's Guide.
- (28) The accuracy of the appraisal upon which the value of the mortgaged property has been determined and the qualifications of the appraiser making such appraisal.

SECTION 5. REPURCHASE

No Mortgage Loan shall be purchased by the Authority except upon condition that the Lender shall be obligated to repurchase each such Mortgage Loan pursuant to the provisions of this Section. With respect to each such Mortgage Loan, Lender's repurchase obligation shall begin on the Mortgage Purchase Date and shall continue until the principal and interest of such loan has been paid in full, until proceedings to foreclose on such loan which may be in default have been finally terminated, or until such Mortgage Loan has been assumed under a contract of insurance.

The Lender shall repurchase any Mortgage Loan purchased by the Authority hereunder for an amount equal to: (i) the unpaid principal balance of, plus accrued interest on, such Mortgage Loan; (ii) the aggregate amount of any advances made by the Authority for the account of the mortgagor and interest thereon at the interest rate borne by such costs, or other expenses which may have been incurred or expended by the Authority in connection with said Mortgage Loan, upon notice by the Authority, if any of the following should occur:

- A. The Authority determines, at any time, whether any statement made in the Borrower's Affidavit, the Seller's Affidavit, or representations of fact contained in the Note and Mortgage were false or misleading, when exercise of diligence on the part of the Lender would have provided knowledge of the falsity of misleading nature of such statement or representations of fact.
- B. The Authority determines, at any time, whether any representation made by the Lender with respect to such Mortgage Loan or with respect to any material fact existing in any of the documents for any Mortgage Loan was untrue when made.
- C. When any warranty or term of the Mortgage Purchase Agreement or the Originator's Guide has been breached.

Any such repurchase by the Lender shall take place on such date as the Authority may specify in its notice to the Lender of the occurrence of one or more of the foregoing events, but not less than ten (10) days from the date of such notice. Upon repurchase, the Authority shall reassign its interest in all appropriate Mortgage Loan documents to the Lender and shall hold the Lender harmless from any action taken by the Authority which has impaired the Mortgage lien with respect thereto.

The Lender shall indemnify the Authority and hold the Authority harmless from any loss, damage, or expenses that the Authority may sustain as a result of the occurrence of any of the events mentioned in Subsection A through C of this Section. The Lender hereby waives the defense of any statute of limitations that could otherwise be raised in defense to any repurchase obligation or damage to the Authority.

SECTION 6. TRANSFER OF TITLE TO MORTGAGE LOANS

Transfer of the right, title, and interest of the Lender in the Mortgage Loans to the Authority, pursuant to the purchase thereof, shall be in the manner provided in the Originator's Guide.

SECTION 7. MORTGAGE LOAN DOCUMENTS

- A. The Lender shall submit for examination by the Authority's staff, with respect to each mortgage loan to be sold to the Authority on such Mortgage Purchase Date, the information required by the Authority and each of the documents listed in the Originator's Guide.
- B. The Lender hereby warrants that the copies of all documents delivered to the Authority will be true and accurate copies of their respective original documents. The examination of loan documents by the Authority and its Counsel shall not constitute a waiver of any warranty, representation, or term hereof.
- C. The Lender shall pay for the preparation and furnishing to the Authority of all documents herein specified, and pay any and all expenses in connection with the transaction covered by this Agreement including, but not limited to, the cost of preparing and recording all the documents necessary to accomplish the transaction intended in this Agreement, legal fees, postage and other fees incurred by the Authority in the return to the Lender by Registered Mail of Mortgage Loan submissions containing incorrect or incomplete documentation.

SECTION 8. INSURANCE

- A. As to each Mortgage Loan purchased by the Authority, the Lender shall, in accordance with the provisions of the Originator's Guide, notify or cause its designated Servicer to notify, by First Class Mail, the insurance company or companies issuing any policy or policies (i) insuring the premises subject to the lien of any Mortgage against loss or damage by fire, flood or other hazard; (ii) of Mortgage Insurance or insurance providing substantially similar coverage or benefits; and (iii) of Mortgagee Title Insurance, that such Mortgage Loan will be conveyed to the Authority, and shall direct that the Authority be designated as a loss payee on said policies as its interests may appear, all effective on the Mortgage Purchase Date.
- B. The Lender, to the extent permitted by law, hereby assigns and sets over to the Authority, as of each Mortgage Purchase Date, all its rights, title, and interest in and to such policies or contracts of insurance or any benefits which it has heretofore received or which it may hereafter receive thereunder on all Mortgage Loans conveyed to the Authority on such Mortgage Purchase Date. Upon the happening of any insurable event under any such policy of which the Lender has knowledge, the Lender shall promptly collect or cause the Servicer of such Mortgage Loan to collect, the benefits payable thereunder and, when collected, apply or cause to be applied such benefits as provided in the Servicing Agreement and the Servicer's Guide.

SECTION 9. DEFAULT

In the event the Lender fails or refuses, for any reason whatsoever, to observe or perform any covenant, condition, or commitment in this Agreement on the Lender's part to be so observed or performed, then, in addition to any other remedies which may be provided elsewhere in this Agreement, the Authority shall be entitled to all remedies, at law or in equity including, but not limited to, the rights to terminate this Agreement, to seek equitable relief by way of injunction or prevent the breach or threatened breach of any of the provisions of this Agreement or to enforce the performance hereof and to seek damages, including consequential damages arising by virtue of the Authority's sale of its Bonds, in reliance upon the Lender's observation and performance of the provisions of this Agreement.

Upon any termination of this Agreement, the Lender shall have no further rights pursuant hereto; provided however, that such termination shall not diminish the Authority's right pursuant to this Agreement to require the Lender to repurchase non-conforming Mortgage Loans nor the Authority's rights pursuant to this Agreement to collect damages.

SECTION 10. OTHER PROVISIONS

- A. The Lender shall, at its expense, execute all documents in the form and manner directed by the Authority and shall take all steps requested by the Authority from time to time to perform the covenants, representations, and warranties herein.
- B. The Authority reserves the right, at all times, to decline to purchase any Mortgage Loan offered by the Lender which does not conform to this Agreement and to the requirements of the Originator's Guide.
- C. The provisions of this Agreement cannot be waived or modified except in writing signed by the parties hereto. Inaction or failure on the part of the Authority to demand strict performance shall not be deemed a waiver.
- D. In the event the Lender is the recipient of any funds from whatever source intended to reduce or pay the Mortgage Loan or assist in the payment of the monthly payments with respect thereto, the Lender agrees to promptly apply all such funds for the purpose intended.
- E. This Agreement shall be governed by the laws of the State of South Carolina.
- F. The Lender hereby assents to the jurisdiction of the Circuit Courts of the State of South Carolina in any action or proceedings arising out of or as a result of this Agreement, or the alleged or anticipated breach of any of the provisions, representations, or warranties contained herein or in the Application, and waives any objection to venue in such action being placed in such county in the State as the Authority may select.
- G. All communications between the parties hereto shall be in writing and shall be deemed received or given, when mailed by First Class Mail, correct postage prepaid, addressed to the South Carolina State Housing Finance and Development Authority at 919 Bluff Road, Columbia, South Carolina 29201, and to the Lender at its address as shown on its Application.

The Authority and the Lender may designate to the other party in writing, from time to time, other or different addresses to which communications hereunder shall be sent.

- H. All agreements, representations, and warranties made herein and in the Application shall survive the purchase of any and all mortgage loans hereunder.
- I. This Agreement may be executed in any number of counterparts all of which, taken together, will constitute one and the same instrument and either party hereto may execute this Agreement by signing one or more counterparts.
- J. Headings and titles herein are for convenience only, and shall not influence the construction or interpretation of this Agreement.
- K. If any term, covenant, condition, or provision of this Agreement or the application thereof to any circumstance shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application thereof to

circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- L. **This Agreement shall not be assignable by the Lender without the express written consent of the Authority.**
- M. All of the covenants and agreements herein contained shall extend to and be obligatory upon all successors of the respective parties.
- N. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Originator's Guide, the terms and provisions of the Originator's Guide shall govern and shall supersede any inconsistent terms and provisions contained in this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

This Contract is only binding upon acceptance by the Authority.

(Lender)

BY:

(Signature of Officer)

(Typed Name of Officer)

ITS:

(Title)

(Mailing Address)

(Telephone Number)

(Date)

**SOUTH CAROLINA STATE HOUSING
FINANCE AND DEVELOPMENT AUTHORITY**

BY:

(Signature of Officer)

BROKER PLEDGE

I, _____, an Approved Broker with the South Carolina State Housing and Development Authority (“The Authority”) pledge to work together in ensuring that every First-Time Home Buyer in South Carolina is informed about the Authority’s loan programs during the loan application process. The Authority and the Broker both state their interest in cooperation to increase housing opportunities to the First Time Home Buyer.

THE AUTHORITY

The South Carolina State Housing and Development Authority will provide below market interest rate mortgages for Originating Brokers based on the availability of funds.

The Authority will provide training and technical assistance on the use of its programs to Originating Brokers.

The Authority will provide intermittent updates to Brokers of program changes and possible ways of increasing loan Production.

THE BROKER

The Broker will insure that all qualified borrowers are given information about, and the opportunity to apply for, the Authority’s Programs.

For the term of the Broker’s relationship with the Authority, the Broker will not participate in any loan programs that could be classified as “High Cost Loans” as defined by Federal and/or South Carolina State Law.

The Authority will have annual meetings with the Broker to review the accomplishments of the Broker and to explore new opportunities to benefit First-Time Home Buyers of low to moderate income.

South Carolina State Housing and Development Authority

Date

Mortgage Broker
Chief Executive Officer

Date

BROKER CONTACT SHEET

Broker Name _____

Please list all personnel responsible for the following areas

Processor _____ Phone # _____

Shipping _____ Phone # _____

Doc Follow-up _____ Phone # _____

Quality Control _____ Phone # _____

Office Manager _____ Phone # _____

Management _____ Phone # _____

Other _____ Phone # _____

**SOUTH CAROLINA STATE HOUSING FINANCE
AND DEVELOPMENT AUTHORITY**

**SOUTH CAROLINA LAW ENFORCEMENT DIVISION
P.O. BOX 21398 COLUMBIA, SC 29221**

RECORDS CHECK

NAME: _____

AKA AND/OR MAIDEN NAME: _____

HOME MAILING ADDRESS _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

**I UNDERSTAND THAT THE ABOVE INFORMATION WILL BE USED TO CONDUCT A
CRIMINAL RECORDS CHECK AND I HEREBY GIVE MY PERMISSION FOR CRIMINAL
RECORDS CHECK BE DONE THROUGH THE SOUTH CAROLINA LAW ENFORCEMENT
DIVISION OR ANY OTHER LAW ENFORCEMENT AGENCY.**

SIGNATURE

DATE

**NOTE: IT IS UNLAWFUL TO DUPLICATE OR RE-USE THIS FORM IN ANY FASHION. THIS
FORM IS NOT VAILD WITHOUT AN ORIGINAL PROCESSING STAMP BY THE SOUTH
CAROLINA LAW ENFORCEMENT DIVISION**

Please Return Information to:

South Carolina State Housing Finance and Development Authority

Attn: Asst. Director Loan Production

300-C Outlet Pointe Blvd

Columbia, SC 29210

Limited Power of Attorney

This Limited Power of Attorney is made as of the __ day of _____, 20__ by _____ (“Lender”), in favor of Multi Mortgage Services, Inc “Attorney in Fact” and as allowed by the contract by and between the attorney in fact and South Carolina State Housing Authority (“SCSHA”).

Recitals

WHEREAS, Lender originates real estate secured loans which are made, funded or purchased or serviced by South Carolina State Housing Authority (“Loans”); and

WHEREAS, Lender desires to appoint the Attorney’s in Fact, each individually, to perform certain administrative and servicing acts relative to such Loans.

Appointments

1. Lender hereby appoints each Attorney in Fact as its lawful Attorney in Fact and authorizes each Attorney in Fact to perform the following acts (collectively, “Acts”) on Lender’s behalf relative to any and all Loans:

- a) execute any and all documents necessary to transfer and assign Loans to SCSHA or any other assignee including, but not limited to , endorsement of the notes evidencing the Loans and execution of transfers and assignments of mortgages, deeds of trust and security deeds securing the Loans;
- b) perform any other act in connection with the origination, administration or servicing of Loans which Lender is authorized to do pursuant to the Loan documents, as Attorney in Fact deems necessary or desirable in connection with the origination, administration or servicing of the Loans.

2. Attorney in Fact may perform the Acts as fully and to all intents and purpose as Lender, with full power of substitution, and Lender hereby ratifies all the Acts Attorney in Fact may do by the Limited Power of Attorney.

3. This Limited Power of Attorney shall terminate to each individual Attorney in Fact if such Attorney in Fact is no longer employed by Multi Mortgage Services, Inc. Such termination shall not impact the powers of the other Attorneys in Fact to perform all Acts, and upon the termination of any Attorney in Fact, the powers conferred herein shall remain in full force and effect as to all other Attorneys in Fact who remain employed by Multi Mortgage Services, Inc.

4. For purposes of this Limited Power of Attorney, the terms “Loan” and “Loans” apply only to those Loans originated by Lender which SCSHA makes, funds, purchases or services.

5. This Attorney in Fact shall be governed by the laws of the State of South Carolina. If any part of this Limited Power of Attorney is deemed to be unenforceable as to one or more parties or in any respect, such determination shall not impair or affect the enforceability of the others terms of this document.

IN WITNESS WHEREOF, Lender has caused this Limited Power of Attorney to be executed by its duly representative under seal as of this day and year first above written.

WITNESSES:

Lender:

Printed Name: _____

By: _____

Printed Name: _____

Printed Name: _____

Print Title: _____

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA)

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COUNTY OF)

On this _____ day of _____, 20____ before me, a Notary Public, personally appeared ____
_____ and _____, to me known to be the _____
_____ and _____, respectively, of Correspondent and who
executed the foregoing instrument on behalf of said Lender and acknowledged same as the free act and
deed of the Lender.

Notary Public, County of
State of
My commission expires:

(NOTARY STAMP OR SEAL)