



TIB CORRESPONDENT BANK APPLICATION AND CONTRACT

INSTITUTION INFORMATION

BANK NAME:	_____	TAX ID:	_____
CORPORATE OFFICE ADDRESS:	_____	MAILING ADDRESS:	_____
CITY:	_____	CITY:	_____
STATE & ZIP:	_____	STATE & ZIP:	_____
#OF BRANCHES:	_____	# OF EMPLOYEES:	_____
NMLS NUMBER:	_____	MERS ID:	_____
THIS FORM COMPLETED BY:	_____	BANK WEB SITE:	_____

PLEASE SIGN FORMS AND ATTACH REQUESTED DOCUMENTATION

FORMS TO BE SIGNED AND DATED

- ☐ Mortgage Agreement Contract
- ☐ Loan Originator Compensation Anti-Steering Certification & Attestation Form
- ☐ Secondary Marketing Policy

DOCUMENTS TO BE PROVIDED

- ☐ Resumes for Mortgage Management & Underwriters
- ☐ List of all NMLS #s (Bank and Loan Originators)
- ☐ Appraisal Policy/Procedures/Approved Appraiser List
- ☐ QC Policy and Procedures **(Must include a process for resolving QC discrepancies and tracking corrective action)**
- ☐ FHA and/or VA QC Policy, Approval Letter & DE UW Resume

TIB APPROVAL

- ☐ GSA SAM Record Search FNMA SCP Record Search HUD Record Search
- ☐ NMLS Number Verified MERS Number Verified
- ☐ Financial Statements (Tear Sheet) "Acceptable" or above status
- ☐ Reviewed and approved by Senior Vice President
- ☐ Set-up in customer data base & Web Platform
- ☐ Confirmation and User ID's provided to AE
- ☐ Application documents scanned and filed



PROFILE INFORMATION

INVESTOR INFORMATION

INVESTOR NAME: _____	CONTACT NAME: _____
PHONE: _____	RELATIONSHIP LENGTH: _____
PRODUCTS SOLD (CONV, VA, FHA): _____	VOLUME SOLD LAST 12 MONTHS: _____

INVESTOR NAME: _____	CONTACT NAME: _____
PHONE: _____	RELATIONSHIP LENGTH: _____
PRODUCTS SOLD (CONV, VA, FHA): _____	VOLUME SOLD LAST 12 MONTHS: _____

INVESTOR NAME: _____	CONTACT NAME: _____
PHONE: _____	RELATIONSHIP LENGTH: _____
PRODUCTS SOLD (CONV, VA, FHA): _____	VOLUME SOLD LAST 12 MONTHS: _____

☐ YES ☐ NO Have you been required to repurchase loans from investors in the last year?

_____ If "YES", please provide the number of loans.

_____ If "YES", please provide the aggregate dollar amount

PRODUCTION HISTORY AND BUSINESS RELATIONSHIPS

☐ YES ☐ NO

Are all of your loans originated by a federally insured financial institution or a HUD approved mortgagee?

☒ YES ☐ NO

Will you be selling third party originated loans to us?

☐ YES ☐ NO

Do you have documented policies and procedures to approve and monitor these customers?
(PLEASE ATTACH)

BUSINESS RELATIONSHIPS

☐ YES ☐ NO

Do you maintain an account relationship with a Marijuana Related Business?

YEARS	CONV CONFORMING		GOV (FHA/VA)	
	AMOUNT	UNITS	AMOUNT	UNITS
2 YEARS PRIOR				
1 YEAR PRIOR				
CURRENT YEAR				

AGENCY INFORMATION

Indicate with which of the following organizations you are approved to do business with. List the number of loans and dollar amount currently serviced. Please attach approval letter. Indicate if recently applied and if approval is pending.

☐ YES ☐ NO ☐ PEND VETERANS ADMINISTRATION

APPROVAL DATE	ID NUMBER	# OF LOANS	AMOUNT

☐ YES ☐ NO ☐ PEND VA AUTOMATIC APPROVAL

--	--	--	--

☐ YES ☐ NO ☐ PEND FEDERAL HOUSING ADMINISTRATION

--	--	--	--

☐ YES ☐ NO ☐ PEND FHA ENDORSEMENT DESIGNATION

--	--	--	--

☐ YES ☐ NO ☐ PEND FANNIE MAE

--	--	--	--

☐ YES ☐ NO ☐ PEND FREDDIE MAC

--	--	--	--

☐ YES ☐ NO

Has lending, selling, servicing or insuring privileges ever been suspended or terminated by any of the above organizations or by any other state or federal regulatory authority, or by any mortgage insurance company?

If yes, please attach evidence of reinstatement and a statement detailing circumstances.

MORTGAGE INSURANCE COMPANY REFERENCES

COMPANY NAME: _____

CONTACT NAME: _____

PHONE: _____

RELATIONSHIP LENGTH: _____

COMPANY NAME: _____

CONTACT NAME: _____

PHONE: _____

RELATIONSHIP LENGTH: _____

COMPANY NAME: _____

CONTACT NAME: _____

PHONE: _____

RELATIONSHIP LENGTH: _____

SUPPLIMENTARY INFORMATION

☐ YES ☐ NO

Do you have a past or present relationship with TIB? If so which services:

☐ YES ☐ NO

Do you currently utilize contract underwriting services? If yes, then who:

☐ DESKTOP UNDERWRITER

Please indicate which automated underwriting system used. If other please provide:

☐ LOAN PROSPECTOR

☐ OTHER AUS SYSTEM

☐ YES ☐ NO

Does your organization have documented policies and procedures used to approve and monitor vendors?

☐ YES ☐ NO

Do you agree to maintain and enforce standards and controls relative to the approval and monitoring of appraisers throughout the duration of your relationship with TIB, NA?

SIGNATURE

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____



CONTACT INFORMATION

(NAME OF INSTITUTION)

Provide a **Group Email** address for your bank to receive PCR's and other communications from TIB Underwriters and processors. Your bank will be responsible for managing the distribution recipients for your group email.

Please list users from your bank that will require system access to the underwriting platform.

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

Name: _____

Title: _____

NMLS: _____ Phone: _____

Email: _____

If you have a specific contact for funding please provide:

Name: _____

Email: _____



FUNDING INSTRUCTIONS

*Instructions to TIB for the WIRE or TIB DDA deposit of mortgage loan proceeds.
Please complete a form for EACH BRANCH even if funding instructions are the same.*

TIB DIRECT DEPOSIT ACCOUNT NUMBER: _____

OR

ABA ROUTING NUMBER: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

FURTHER CREDIT: _____

ATTENTION TO: _____



MORTGAGE AGREEMENT FORM

This Agreement is made in Irving, Texas between TIB, NA (TIB), a national banking association, with its corporate office located at: 11701 Luna Road, TX 75234, and _____ ("Bank") whose mailing address is: _____

I. RECITALS

WHEREAS, Bank is engaged in the business of originating conventional, FHA, VA, and/or jumbo residential one-to-four family mortgage loans, and, from time to time hereafter, wishes to sell the Loans, including all servicing rights, to TIB.

NOW, THEREFORE, the parties agree as follows:

II. PURCHASE AND SALE OF MORTGAGE LOANS

1. Subject to the agreements, warranties, representations and covenants contained in this Agreement, Bank may offer to sell, assign, transfer, convey and deliver to TIB, and TIB may purchase from Bank, all of Bank's right, title and interest in and to certain Loans, including without limitation the related servicing rights. Each Loan shall conform in all respects to all terms, conditions, representations, warranties and covenants in this Agreement. However, nothing in this Agreement shall be construed as obligating TIB to purchase any Loan.
2. During the term of this Agreement, TIB will inform Bank of TIB's eligibility criteria for the purchase of Loans based on factors such as type of loan, loan limits, loan-to-value ratios, interest rates, points and fees, payment features, documentation requirements, and credit standards. These eligibility criteria may be changed by TIB from time to time upon written or electronic notice to Bank.
3. All Loans approved to be purchased by Bank shall be closed in accordance with and subject to TIB's written closing instructions and conditions, on forms prescribed by TIB and by settlement agents from which Bank and TIB have received insured closing letters indemnifying Bank and TIB against losses due to the settlement agent's negligence, misconduct and/or failure to follow written closing instructions.
4. From time to time TIB may set procedures for the registration with TIB of each Loan originated by Bank for sale to TIB, which procedures will include the manner for locking-in the interest rate and/or points for the Loan.
5. In the event Bank and TIB enter into commitments for the purchase and sale of Loans, each such commitment shall be a binding contract subject to the performance by Bank of its obligations under this Agreement, the performance of such obligations being conditions precedent to TIB's performance, and each commitment shall be deemed to contain and incorporate each and every term and condition of this Agreement.
6. The purchase price for the sale or transfer of a closed Loan shall consist of the aggregate of (i) a percentage of the outstanding balance of the Loan, as set forth in a commitment or any other such agreement, plus accrued interest through the sale date of the Loan, (ii) a service release premium, and (iii) any such other amounts as may be set forth in any commitment or other agreement, net of the amount of any escrows collected from borrowers for taxes, assessments, ground rents, hazard and flood insurance, mortgage insurance, and any other related escrow items, per diem interest, fees and charges, and other amounts due to TIB by Bank regardless of whether the amounts deducted relate to the Loan being net funded. In connection with each closed Loan, Bank shall be entitled to retain any loan origination fee, excess discount points or other fees, and charges paid by the borrower or seller and not otherwise required to be paid to TIB.
7. In the event Bank and TIB enter into commitments for the purchase and sale of Loans, Bank acknowledges that TIB purchases the Loans for the purpose of re-selling the Loans to third-party investors, including, but not limited to, Federal National Mortgage Association ("FNMA") and Federal Home Loan Mortgage Association ("FHLMC"), unless TIB, in its sole discretion, chooses to maintain the Loans in its portfolio. Nothing in this paragraph will affect any agreement between Bank and TIB regarding the servicing of any Loans.

III. BANK'S DUTIES AND RESPONSIBILITIES

1. Bank will originate and process all Loans in accordance with customary and prudent lending practices of financial institutions and in full compliance with the requirements of third-party investors, which investors include, but are not limited to FNMA, FHLMC, Federal Housing Authority ("FHA") and the Veterans Administration ("VA") as the case may be, or, in compliance with such other requirements as may be set forth in the applicable loan program offered by TIB. Bank will also comply with all applicable state and federal laws with respect to the origination and processing of the Loans including the Truth in Lending Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Home Mortgage Disclosure Act, the Equal Credit Opportunity Act, the Flood Disaster Protection Act, the Fair Housing Act, The Electronic Funds Transfer Act, Insurance Sales Rules, the Homeowners Protection Act of 1998, and Title 12, Part 1026 of the Code of Federal Regulations—Truth in Lending (Regulation Z), 12 C.F.R. § 1026.1, *et seq.*
2. Bank will submit completed Loan packages to TIB including all credit, financial and other information on borrowers as TIB may require and will furnish such other or further information as TIB may reasonably request to assist TIB in marketing Loans to third-party investors. The contents of all Loan packages submitted to TIB shall become the property of TIB and all information contained therein may be subject to independent verification.
3. Bank agrees to do, at its sole cost and expense, all acts necessary to convey to TIB perfect title to any property that is the security for any Loan, and shall sell, assign and deliver to TIB, as part of the origination file with respect to the purchase of each Loan, all documents shown on any list of required documentation prepared by TIB, all of which documents may be subject to the approval of TIB or its legal counsel as to proper form and execution. Any documents relating to the Loans and any other documents required to be delivered to TIB which are in the possession or control of Bank and which are not delivered to TIB are and shall be held by Bank for the benefit of TIB and, where applicable, shall be promptly delivered to TIB upon receipt by Bank. In the event any original documents have not been delivered to TIB prior to the close of business on the third month anniversary of the sale date of the Loan, Bank shall provide TIB with monthly reports detailing the location of each such document and the steps being taken by Bank to obtain possession of such document.
4. Bank agrees that it will not take any action or cause any action to be taken by any of its agents, affiliates or independent contractors working on its behalf, to personally, by telephone, or by mail, solicit the prepayment of any Loan by any borrower, in whole or in part, without TIB's prior written consent.
5. Bank hereby irrevocably appoints TIB its true and lawful attorney, with full power of substitution, in its name and stead and on its behalf, for the purpose of taking any action with respect to any further sale, assignment, transfer or delivery of any Loan, any related documentation, or the real property securing any Loan or any part thereof or any interest therein, Bank hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue of this appointment. If so requested by TIB, or any successor or assign of TIB, Bank shall ratify and confirm any such action, sale, assignment, transfer or delivery by executing and delivering all such instruments and other documents as may be designated in any such request.
6. Bank shall, upon the reasonable request of TIB or its representatives, execute, acknowledge, deliver or perform all such further acts, deeds, assignments, transfers, conveyances, and assurances as may be required for the vesting and confirming to TIB and its successors and assigns of title to the property that is the security for any Loan or as shall be necessary to effect the transactions provided for in this Agreement.
7. Within ninety days following the end of each fiscal year of Bank, Bank shall deliver to TIB Bank's financial statements covering such fiscal period including a balance sheet as of the end of such fiscal year, an income statement for such fiscal year, and related statements of changes in financial position and shareholders' equity for such fiscal year. Unless otherwise agreed to in writing by TIB, such financial statements shall be certified by an independent firm of certified public accountants.

IV. TIB'S DUTIES AND RESPONSIBILITIES

TIB will perform an audit of the closed loan and legal documents to determine if the loan meets with prudent lending practices. Final purchase approval shall be within TIB's sole discretion. TIB's audit or any claimed negligence in performing the audit is not a defense to Bank's breach of any of the representations and warranties, as listed below. The failure of TIB or any third-party investor to conduct any partial or complete examination of the closed Loan and legal documents shall not affect the rights of TIB to (1) demand indemnification pursuant to Section VI, (2) demand repurchase pursuant to Section VII, or (3) enforce any other provision of this Agreement.

V. REPRESENTATIONS AND WARRANTIES

1. Bank represents and warrants to TIB, as of the time any Loan package is submitted to TIB, and, as of the time the Loan is closed and funded, that:

- a. All information contained in each Loan package is true, complete and accurate.
- b. There are no facts omitted from the Loan package which TIB might reasonably consider to be adverse to the approval and subsequent purchase of the Loan.
- c. Nothing has been done or omitted which would have the effect of invalidating any mortgage insurance policy or contract or mortgage guaranty. Each conventional Loan is eligible to be insured as to payment defaults by a policy of primary mortgage guaranty insurance in the amount required, and by an insurer approved by a third-party investor.
- d. No borrower has had in his or her direct or indirect possession or control any credit, income, or deposit verification document submitted to TIB with respect to any Loan. No other entity or individual, other than Bank employees, has partially or completely originated, processed or underwritten the Loan without TIB's prior written consent. No third-party originations will be purchased by TIB.
- e. The Loan is not assigned or pledged, and Bank has good and marketable title to it, and the Loan is secured by good and marketable real property, without any basis for forfeiture, and Bank is the sole owner and holder of the Loan free and clear of any and all liens, pledges, charges or security interests of any nature and has full right and authority, and the Loan is not subject to any interest or participation of, agreement with, or approval of, any other party to sell, assign, and transfer said Loan.
- f. All filings and recordings which are necessary to perfect and protect TIB's sole, absolute and unencumbered right, title and interest in the Loans and the real property securing the Loans have been made prior to the transfer and assignment. All fees, taxes, and other charges or assessments required incident to such filing and/or recording have been paid.
- g. Bank shall have no direct or indirect ownership interest in any real property which shall be the security for any Loan unless such interest is disclosed to TIB in writing before any Loan package was submitted.
- h. Each Loan conforms to any specifications set forth by TIB and in applicable third-party investor and insurer regulations, rules, guides and handbooks for mortgage loans that are eligible for sale to, insurance by, or pooling to back securities issued or guaranteed by, said investors and insurers. No circumstances or conditions exist with respect to each Loan, the secured real property, the borrower, or the borrower's credit standing that could be reasonably expected to cause TIB not to purchase the Loan, a third-party investor to regard the Loan as an unacceptable investment, cause the Loan to become delinquent, or adversely affect the marketability of the Loan.
- i. No Loan is subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, nor will the operation of any term of a related promissory note or security instrument, or the exercise of any right thereunder, render any of the Loan documents unenforceable, in whole or in part, or subject any Loan to any right of rescission, set-off, counterclaim or defense, including the defense of usury, as a result of any act, error or omission of Bank or any other party of which Bank is aware, or in the exercise of reasonable diligence, should be aware.
- j. Bank has not advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than a borrower, directly or indirectly, for the payment of any amount required under or to obtain a Loan. The borrower has made any down payment required in connection with the Loan, and has received no concession from Bank, the seller of the secured real property or any third party, except as clearly disclosed in writing to TIB.
- k. Any and all requirements of any federal, state or local laws including, without limitation, the Truth in Lending Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Home Mortgage Disclosure Act, the Equal Credit Opportunity Act, the Flood Disaster Protection Act, the Fair Housing Act, The Electronic Funds Transfer Act, Insurance Sales Rules, the Homeowners Protection Act of 1998, and Title 12, Part 1026 of the Code of Federal Regulations—Truth In Lending (Regulation Z), 12 C.F.R. § 1026.1, *et seq.*, and those additional laws pertaining to usury, consumer disclosure requirements, consumer credit protection, or securities laws applicable to the Loan, have been satisfied, and Bank shall maintain in its possession, available for TIB's inspection, and shall deliver to TIB upon demand, evidence of compliance with all such requirements.
- l. The Loan file contains each of the documents and instruments required by applicable law or third-party investor or insurer requirements and/or specified to be included therein duly executed and in due and proper form and each such document is genuine and in form acceptable to the applicable third-party investor and insurer and the information contained therein is true, accurate and complete. The Loan was originated in accordance with the applicable third-party investor and insurer underwriting standards in effect at the time of origination.

- m. Bank is a duly organized and validly existing banking association in good standing under the applicable laws and regulations of the state in which Bank resides and the United States and has the requisite corporate authority and capacity to enter into this Agreement. Entering into this Agreement will not cause Bank to violate, nor with notice or passage of time would this Agreement cause Bank to violate, the terms of any contract, agreement, decree, order, judgment or finding to which Bank is a party or by which Bank is bound.
- n. With respect to any FHA loan submitted by Bank, Bank is approved by FHA to participate in its “direct endorsement” mortgage insurance program, or is an FHA sponsored lender with underwriting performed by TIB. With respect to any VA loan submitted by Bank, Bank is either approved to originate and submit loans to VA or VA approval, or to underwrite mortgage loans with automatic authority.
- o. Bank is not presently, nor within the one (1) year period preceding the date of this Agreement has Bank been, subject to any administrative actions and/or sanctions imposed by FHA and/or VA.
- p. All FHA Loans are fully insurable by FHA and a Mortgage Insurance Certificate will be issued by FHA. All VA Loans are eligible for guaranty by VA, and a Loan Guaranty Certificate will be issued by VA, and all conventional Loans are insurable by private mortgage guaranty insurers, when required, and an appropriate certificate or other evidence of such insurance will be issued by the insurer. There are no defenses, counterclaims or rights of set-off affecting the validity or enforceability of any private mortgage insurance, FHA insurance or VA guaranty with respect to the Loan or eligibility of such Loan for insurance or guaranty.
- q. For Loans sold on or after January 10, 2014:

General and Temporary QMs

The Bureau of Consumer Financial Protection has amended Regulation Z (Title 12, Part 1026 of the Code of Federal Regulations—Truth In Lending (Regulation Z), 12 C.F.R. § 1026.1, *et seq.*), which implements the Truth in Lending Act. Regulation Z currently prohibits a creditor from making a mortgage loan without regard to the borrower's ability to repay the loan. The final rule implements sections 1411 and 1412 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), which generally requires creditors to make a reasonable, good faith determination of a borrower's ability to repay any consumer credit transaction secured by a dwelling (excluding an open-end credit plan, timeshare plan, reverse mortgage, or temporary loan) and establishes certain protections from liability under this requirement for “qualified mortgages” or QMs. The final rule also implements section 1414 of the Dodd-Frank Act, which limits prepayment penalties. Finally, the final rule requires creditors to retain evidence of compliance with the rule for three years after a covered loan is consummated.

Bank shall only sell General and Temporary QMs to TIB. Small Creditor and Balloon-Payment QMs are not eligible for sale to TIB.

Bank hereby represents and warrants that it has completed all due diligence necessary for the Loan to comply with Regulation Z, namely, a reasonable, good-faith determination before or when Bank consummates a Loan that the borrower has a reasonable ability to repay the Loan. A reasonable, good-faith ability to repay (“ATR”) evaluation shall include the following eight ATR underwriting factors:

1. Borrower's current or reasonably expected income or assets (other than the value of the property that secures the Loan) that the borrower will rely on to repay the Loan;
2. Borrower's current employment status (if Bank relies on employment income when assessing the borrower's ability to repay);
3. Borrower's monthly mortgage payment for this loan. Bank calculates this using the introductory or fully-indexed rate, whichever is higher, and monthly, fully-amortizing payments that are substantially equal;
4. Borrower's monthly payment on any simultaneous loans secured by the same property;
5. Borrower's monthly payments for property taxes and insurance that Bank requires the borrower to buy, and certain other costs related to the property such as homeowners association fees or ground rent;
6. Borrower's debts, alimony, and child-support obligations;
7. Borrower's total monthly debt-to-income ratio, that Bank calculated using the total of all of the mortgage and non-mortgage obligations listed above, as a ratio of gross monthly income (Note: borrower's total monthly debt-to-income ratio can be no more than 43% for General QMs); and
8. Borrower's credit history.

Bank shall verify the above information using reasonably reliable third-party records.

Regarding Temporary QMs

QM status is extended to certain Loans that are originated during a transitional period if they are eligible for purchase or guarantee by Fannie Mae or Freddie Mac (the government-sponsored enterprises (GSEs)) or for insurance or guarantee by certain federal agencies. Loans that receive QM status under the temporary provision will retain that status after the temporary provision expires, but new Loans will not receive QM status after that date under the temporary provision. After expiration of the temporary provision, Loans shall meet the requirements for one of the other categories of Qualified Mortgages to be QMs.

The temporary provision expires, for loans eligible for purchase or guarantee by the GSEs, on the date that the GSEs exit federal conservatorship or receivership or on January 10, 2021, whichever occurs first.

The temporary provision for loans eligible for insurance or guarantee by specified federal agencies is a transition measure designed to give the agencies time to exercise separate authority under the Dodd-Frank Act to determine which of their loans will receive QM status. This temporary provision will expire on the date that the relevant agency's own QM rules take effect or on January 10, 2021, whichever occurs first.

To meet the Temporary QM definition, Loans shall be underwritten using the required guidelines stated above, including any relevant debt-to-income guidelines. They do not have to meet the 43 percent debt-to-income ratio threshold that applies to General QM loans, but they shall meet at least one of these additional requirements:

1. Eligible for purchase or guarantee by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac) while operating under federal conservatorship or receivership.
2. Eligible for Federal Housing Administration (FHA) insurance.
3. Eligible to be guaranteed by the U.S. Department of Veterans Affairs (VA).
4. Eligible to be guaranteed by the U.S. Department of Agriculture (USDA).
5. Eligible to be insured by the Rural Housing Service.

Bank hereby represents and warrants that in originating the Loan, Bank is in full compliance with Regulation Z, including, but not limited to, complying with ATR requirements if Bank originates QMs for sale to TIB.

Upon violation of this representation and warranty, Bank shall indemnify and hold TIB and its shareholders, directors, officers, successors and assigns harmless from and will reimburse TIB for any damages arising from such violation or non-compliance, including, but not limited to, actual damages, finance charges and fees, compensatory damages, attorneys' fees and costs, punitive damages, exemplary damages, consequential damages, and the damages associated with and arising from assignee liability and regulatory scrutiny resulting from any breach of this representation and warranty.

Upon violation of this representation and warranty, Bank shall also repurchase the Loan pursuant to the Repurchase section of this Agreement, at Section VII.

2. Bank's obligations, representations, and warranties survive the termination of this Agreement and the closing of any Loan and shall continue in full force and effect for the life of any Loan and beyond. A cause of action for the breach of any covenant, representation, or warranty in this Agreement accrues, for statute of limitations purposes, when TIB discovers such breach or suffers a loss as a result of such breach, whichever is later, regardless of when a Loan closes.

3. TIB warrants and represents to Bank that:

TIB is a duly organized and validly existing state banking association in good standing under the applicable laws and regulations of Texas and the United States and has the requisite corporate authority and capacity to enter into this Agreement. Entering into this Agreement will not cause TIB to violate, nor with notice or passage of time would cause TIB to violate, the terms of any contract, agreement, decree, order, judgment or finding to which TIB is a party or by which TIB is bound.

VI. INDEMNIFICATION

1. Bank shall indemnify and hold TIB and its shareholders, directors, officers, successors and assigns harmless from and will reimburse TIB for any and all repurchase requirements of any third-party investor, cancellation or lack of any FHA insurance, VA guaranty or private mortgage insurance coverage, losses (including loss of servicing rights), damages, deficiencies, claims or expenses (including reasonable attorneys' fees) incurred by TIB to the extent that such repurchase, cancellation, loss, damage, deficiency, claim or expense results from:

- a. Any written or oral misrepresentations made by Bank in this Agreement or in any schedule, statement, exhibit or certificate furnished pursuant to this Agreement or in connection with any of the foregoing;
- b. Any breach of this Agreement's representations and warranties (at Section V of this Agreement), or false representation by Bank, nonfulfillment of any covenant of Bank contained in this Agreement or in any schedule, statement, exhibit or certificate furnished pursuant hereto or thereto, or default or failure to perform by Bank under this Agreement;
- c. Any third-party investor's determination that a Loan, the real property securing the Loan, or the documents submitted in connection with a Loan, do not comply with third-party investor guidelines;
- d. Any defect in any Loan or the real property securing the Loan existing as of the date of purchase or thereafter (including those defects subsequently discovered), as a result of any act or omission of Bank, or any employee, agent or representative on its behalf;
- e. Any acts, errors or omissions of Bank, or any employee, agent or representative acting on its behalf, with respect to the origination of any Loan, or any document, agreement or instrument contained therein or relating thereto, prior to the date of sale to TIB or thereafter in connection with the performance of any of Bank's obligations hereunder (including, but not limited to, failure to convey clear and marketable title to the real property securing the Loan, incomplete or erroneous Loan documentation, misquoted payoffs, misapplied payments, or failure to pay taxes or other charges, including penalties and interest, or claims not covered by insurance);
- f. Any fraud in the origination of any Loan, whether or not as a result of any act or omission of the Bank, the borrower under the Loan, or any employee, representative or agent of any of the foregoing; and
- g. Any liabilities of, claims against, or obligations of Bank existing as of or prior to the date of this Agreement which were not expressly assumed by TIB pursuant to this Agreement.

Upon receipt of notice of claim from TIB covered by this indemnity or other indemnity in this Agreement, Bank shall immediately indemnify TIB. Upon receipt of notice from TIB of litigation against TIB, its agents, or representatives arising out of or related to a Loan, Bank shall immediately assume defense of such litigation at its own costs and expense, with counsel approved by TIB, and Bank shall be directly responsible for the payment of any award or judgment which may become due as a result of such claim; provided, however, that TIB instead may assume defense of such litigation and continue to be protected under this indemnity if it reasonably believes such assumption is necessary or appropriate to discharge its responsibilities as servicer of the Loan or to preserve its authority and approval to service the Loan. Bank shall not be entitled to settle, compromise, decline to appeal, or otherwise dispose of any such dispute without the consent or agreement of TIB (which consent will not be unreasonably withheld or delayed), but such consent may be denied because, among other reasons, TIB believes in good faith that such settlement, compromise or other disposition is likely to have an adverse impact on TIB's right or ability to enforce the provisions of other Loans or related servicing rights or to preserve its authority and approval to service the Loans.

2. TIB shall indemnify and hold Bank and its shareholders, directors, officers, successors and assigns harmless from and against any and all claims, damages, losses, liabilities, cost or expense suffered or incurred by Bank by reason of any breach or default by TIB in the performance of TIB's duties or obligations arising under this Agreement.

VII. REPURCHASE OF LOANS BY BANK

Upon the occurrence of any one of the following events, Bank agrees to immediately repurchase the related Loan, or property if title thereto is held by TIB:

1. In the event TIB repurchases a loan from a third-party investor at the request of the said investor because any of the representations and warranties made in this Agreement by Bank were not accurate at or as of the time they were made by Bank, or due to an early payoff of the Loan, or due to an early payment default event on the Loan or any fraud or misrepresentation with regards to the Loan or the documents produced in connection with the Loan.
2. In the event TIB discovers that any of the representations and warranties made in this Agreement by Bank were not accurate at or as of the time they were made by Bank, TIB, subject to any limitations of the applicable third-party investor, will have the absolute right to demand that Bank repurchase from TIB or the applicable third-party investor either (a) the right to service any Loan which is affected by the inaccurate representation and warranty; and/or (b) such Loan.
3. With regard to FHA or VA Loans, if Bank fails to submit for an FHA Mortgage Insurance Certificate ("MIC") or VA Loan Guaranty Certificate ("LGC") within one hundred and twenty (120) days following the purchase of Loan.
4. With regard to FHA or VA Loans, if, in the reasonable judgment of TIB, the related MIC or LGC cannot be obtained, or any required private mortgage insurance or guaranty lapses, is rescinded, or claim thereon is denied or not paid, unless directly caused by the negligence of TIB.
5. Pursuant to the "Early Payment Default" section of this Agreement.

The purchase price under this section for any repurchased Loan shall equal the sum of (a) the aggregate unpaid principal balance of the Loan, and all accrued and unpaid interest thereon at the time of repurchase by Bank; (b) all sums paid by TIB for such Loan for the related accounts receivable, to the extent Bank has not been reimbursed for such accounts receivable by the respective borrower or otherwise; and (c) all other reimbursed costs, expenses and advances incurred by TIB in connection with such Loan after the date of its purchase by TIB, including, without limitation, TIB's internal support staff for such Loan. For the purposes of this Agreement, the parties agree that the cost of such support staff shall be deemed to be \$500 per Loan. When Bank is required to either repurchase a Loan or repurchase servicing rights related to a Loan from TIB, such repurchase shall be accomplished within fifteen (15) business days following receipt of written demand from TIB. Upon completion of such repurchase by Bank, TIB shall forward to Bank all servicing records and all documents relating to such repurchased Loan.

VIII. EARLY PAYMENT DEFAULT

All loans closed by Originating Bank, or in Originating Bank's name, are subject to an early payment default penalty (EPD). If any of the first six (6) scheduled monthly payments due to TIB, N.A., and its successors and/or assigns becomes 90 days delinquent, the Loan will be considered an early payment default. The cure for an early payment default is repurchase and return of any service release premium (SRP), any premium paid for the Loan to TIB, N.A., any service or administrative fees, and any costs resulting from such early payment default.

IX. EARLY PAYOFF

Should any Loan sold under this agreement be paid in full within one hundred eighty (180) days after the first (1st) payment date, other than a direct TIB, N.A. refinance, Bank shall promptly return the original service release premium (SRP), any premium paid for the Loan to TIB, N.A., any service or administrative fees, and any cost resulting from such early payoff.

X. NON – SOLICITATION

Bank covenants and agrees that it will not directly or indirectly take any action, or cause any action to be taken, to solicit the prepayment of or any alteration in payment procedures or terms of any Loan sold to TIB under the terms of this Agreement. The preceding statement shall not preclude Bank from engaging in general advertising or from servicing the refinance needs of a borrower who, without solicitation, contacts Bank in connection with the refinance of such borrower's Loans.

XI. CONFIDENTIALITY

Bank and TIB shall not, either during the term of this Agreement or after its termination (regardless of the manner, reason, time or cause of such termination), directly or indirectly disclose or furnish any trade secrets or confidential information, including but not limited to information relating to the parties' business operations, procedures and customers, to any person or entity not entitled to receive the same.

XII. MISCELLANEOUS

1. It is the intention of the parties to comply at all times with all appropriate state and federal laws and regulations. Should an applicable law or regulation be enacted, interpreted or amended so as to be in conflict with the terms of this Agreement, Bank and TIB automatically amend this Agreement to conform to the requirements of such enactment, interpretation or amendment.
2. From time to time prior to and after the sale date of any Loan, Bank shall furnish to TIB such information supplementary to the information contained in the documents and schedules delivered pursuant to this Agreement in order to enable TIB to file any reports due in connection with the Loans or related servicing rights or to determine the continuing eligibility of Bank to sell Loans to TIB.
3. Bank shall give prompt written notice to TIB of any action, event or condition of any nature which may lead to or result in a material adverse effect upon the business, operations, assets, or financial condition of Bank or the Loans, including but not limited to, any fraud in the origination of any Loan, whether or not as a result of any act or omission of Bank, its employees, representatives, or agents.
4. Nothing in this Agreement shall be construed as making Bank a joint venturer, partner, representative or agent of TIB. Bank shall not hold itself out as such, nor shall it use TIB's name in any advertising. Bank is an independent contractor, and, in that capacity, shall determine the methods, details, and means of performing all of its duties, responsibilities and obligations set forth in this Agreement.
5. Bank's obligation to indemnify TIB and/or repurchase any Loan or otherwise make TIB whole under this Agreement shall not be affected by TIB's taking any of the following actions with or without notice to Bank: (a) liquidation, repayment, retirement, or sale or resale of any Loan; (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.
6. Bank acknowledges and agrees that TIB may report instances of Bank's officers, employees or agents making any material misstatement in connection with a Loan, or any of Bank's officers, employees or agents knowingly aiding a borrower to do the same, to any appropriate state or federal regulatory or law enforcement agency.
7. Bank understands that TIB routinely conducts quality control audits to re-verify credit and all other documentation and appraisal information submitted by Bank and borrowers. Such audit or a failure to audit shall not affect the rights of TIB under this Agreement.
8. Either party may terminate this Agreement at any time upon thirty days written notice to the other party; provided, however, that any obligations arising under this Agreement prior to its termination, including but not limited to those related to its indemnification, repurchase, and representation and warranty provisions, shall survive its termination.
9. This Agreement shall be construed in accordance with the laws of the State of Texas. Bank agrees that this Agreement is made and will be performed in the State of Texas, and Bank submits itself to the jurisdiction of the Courts in the State of Texas for any action arising out of or related to this Agreement. Bank and TIB acknowledge that Dallas County, Texas, is the proper venue for any action arising out of or related to this Agreement.
10. Bank shall not aid, facilitate, solicit or encourage any borrower to obtain credit from any other source (including Bank) during any time period that a borrower's Loan is being considered by TIB or during which TIB has locked in or registered an interest rate or other material loan term for borrower. Nothing in this paragraph shall prohibit Bank from extending credit to any borrower whose Loan has been rejected by TIB.
11. All notices required by this Agreement shall be in writing and shall be deemed to have been given, made and received (a) upon delivery if personally delivered to a party; (b) one business day after the date of dispatch if by electronic or facsimile transmission; (c) one business day after deposit if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after deposit in the United States Mail, registered or certified mail, return receipt requested, postage prepaid at the addresses appearing above.
12. If either party brings a legal action or other proceeding to enforce this Agreement, or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
13. Bank may not assign this Agreement without TIB's written permission and consent.

14. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplementation, amendment, or modification of this Agreement shall be binding unless executed in writing by both parties. Bank agrees that this Agreement is a supplementation, amendment, and/or modification of all prior Agreements between Bank and TIB to the extent that there is any difference between the language of this Agreement and prior Agreements, and Bank's execution of this Agreement represents Bank's assent to the supplementation, modification, and/or amendment of any and all prior Agreements so that such Agreements comport with this current Agreement.

15. Failure or delay in auditing any Loan or in exercising any right shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive. If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

16. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the intent and provisions of this Agreement.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their successors and assigns any rights, obligations, remedies or liabilities.

Pursuant to the Gramm-Leach-Bliley Act, TIB agrees that it complies with all of the provisions of such Act. TIB agrees to maintain the confidentiality of nonpublic personal information it receives from Bank. TIB further agrees to use the information provided by Bank for the sole use of providing Bank's consumers and customers with the services contracted for in this Agreement. TIB further agrees not to reuse, sell, or re-disclose information received from Bank in accordance with Regulation P of the Gramm-Leach-Bliley Act.

This agreement is dated this _____ *day of* _____, 20____

Signature for TIB, NA: _____

Printed Name: _____

Title: _____

Signature for: _____

Printed Name: _____

Title: _____



CERTIFICATION AND ATTESTATION FORM

In compliance with the loan originator compensation rules under the federal Truth in Lending Act, including implementing Regulation Z (Title 12, Part 1026 of the Code of Federal Regulations—Truth In Lending (Regulation Z), 12 C.F.R. § 1026.1, et seq.), and the Official Staff Commentary, (Bank) _____

attests, on behalf of itself, that for Loans which will be delivered to TIB for purchase: (1) Neither Bank nor any other party has paid compensation to any loan originator in an amount that is based on a term or condition of the Loan, and (2) no borrower has been steered to a product or program on the basis of increased loan compensation for any loan originator.

Bank affirms that all information submitted in the Seller's Loan Originator Compensation Policy which Bank submitted is true and correct, and that TIB is entitled to rely on this information. Bank authorizes TIB, at its discretion, to verify the information in the policy with any other sources, and Bank waives any cause of action or claim Bank may have against such sources with respect to any information they may provide.

Bank further affirms and certifies that Bank has made a reasonable, good-faith determination before or when Bank consummates a Loan that the borrower has a reasonable ability to repay the Loan, pursuant to the guidelines and requirements of Regulation Z.

BANK :

AUTHORIZED OFFICER SIGNATURE:

PRINTED NAME:

AUTHORIZED OFFICER TITLE:

DATE:

Note: Authorized Officer must be on file with TIB as an Authorized Signer for Bank.

Reminder: When e-mailing this signed copy to TIB, please also attach a copy of your bank's loan originator compensation policies and procedures.



TIB, NA

www.tib.bank

HMDA Questionnaire

In preparation for HMDA 2018 change, we need a few details from your bank.

Bank name: _____ Bank

Contact name: _____ Bank

Contact email: _____ Is your

bank a HMDA Reportable bank: YES ☐ NO ☐

If NO: Stop, no additional information is requested.

If YES:

What is your LEI: _____

What is your LOS: _____

Will your LOS generate the ULI on your loans effective 1/1/2018: YES ☐ No ☐

-

If you have questions please contact your assigned TIB Account Executive (AE):

Tracy Hanson

thanson@TIB.Bank



LOAN ORIGINATOR COMPENSATION AND ANTI-STEERING ANNOUNCEMENT

The Federal Reserve Board has issued a Final Rule under Regulation Z of the Truth in Lending Act governing compensation paid to loan originators, which includes mortgage brokers, mortgage brokerage companies, and loan officers. The Final Rule applies to closed-end transactions secured by a dwelling where the creditor (bank) receives a loan application **on or after April 1, 2011**.

In general, the Final Rule is broken down in three parts.

- Lender paid compensation
- Consumer paid compensation
- Anti-Steering/"Safe Harbor"

All approved Correspondent Banks where the loans are approved and closed in your bank's name will be responsible for providing TIB a copy of their bank's Loan Originator Compensation and Anti-Steering Policy along with completing and signing TIB's Attestation and Certification Form (see attached) prior to delivering loan applications received on or after April 1, 2011.

All approved FHA Fulfillment loans that are approved and closed in TIB's name will be required to lock under TIB's Lender Paid Compensation option. Consumer paid option is not currently available. Compensation is based on a set percentage of the loan amount.

- The borrower can pay discount points to reduce the interest rate.
- The borrower may pay bona fide third-party costs and TIB fees by paying cash at closing, or by financing them through the loan principal or interest rate.
- The borrower cannot pay any compensation to the originating bank or any loan originator.
- The originating bank/loan originator cannot reduce the lender-paid compensation amount by offering concessions or paying for tolerance violations.
- The originating bank must provide a copy of their bank's Loan Originator Compensation Policy to TIB along with completing and signing TIB's Attestation and Certification Form.

Anti-Steering/Safe Harbor:

- Prohibits loan originators from "steering" borrowers to a lender or product to receive greater compensation, unless the loan is in the borrower's interest.
- Satisfaction of the Anti-Steering requirement can be accomplished by documenting proof that the transaction is in the best interest of the borrower (consumer). For example on a refinance documenting the current terms of the loan versus the terms of the refinance (lower rate, term, payment, etc.).
- Safe Harbor option would require the originating bank to provide the borrower with a significant number of options of creditors with which the loan originator regularly does business.

For questions regarding this requirement or any other regulatory issue, please contact pedwards@tib.bank.

Paula Edwards at 972-444-3722 or email

TIB, NA – SECONDARY MARKETING POLICY

Effective immediately TIB has adopted the below listed Secondary Marketing Policy.

- **Best Effort Commitment.** When a loan is locked with TIB, we expect every effort will be made to deliver that loan to TIB within the original lock period and within the original terms. If the loan does not close, no fee for non delivery will be assessed. If the loan closes, however, the delivery to TIB becomes mandatory.
- **Borrower & Property.** Rate locks are based on a specific borrower and a specific property. If there is a change to either, then the original lock must be cancelled and a new lock obtained at current market rates.
- **Rate Lock Changes.** In the event there is a change to any of the rate lock data that affects pricing (such as appraised value, loan purpose, etc.), this information must be updated in DEXMA as soon as possible and before the loan file is delivered to TIB. These changes can be made via the "Edit 1003" feature. Any changes will suspend the rate lock and notify Secondary. At that point, Secondary will verify the changes and reset the rate lock. For any changes that cannot be updated in DEXMA via "Edit 1003" email SecondaryMortgage@tib.bank and Secondary will make the changes. In the email, please provide loan number and borrower last name for identification. If there is an increase in loan amount greater than 2.5%, the lock may be subject to a weighted average price adjustment. Changes in interest rate will be based on the original rate sheet the loan was locked from as long as the change in rate is not more than .25 and the loan is still within its lock period. If there is a change in loan program, the lock may be subject to current market pricing.
- **Addition/Deletion of co-borrower.** If a loan has been locked and DU has been run, a co- borrower cannot be deleted from the rate lock. The loan must be locked again, with a new loan number and Secondary advised so that the original rate lock information can be transferred to the new rate lock. If a co-borrower is being added, this can be done thru the Edit 1003 function and a supplemental report requested in DU.
- **Rate Lock Availability.** Rate locks will be available every business day at approximately 9:45 and may be obtained by providing the required information on our web site at <https://secure.tibmortgage.com>. Rates will be available until 6:00 Dallas time each day. TIB reserves the right to change prices immediately if market conditions dictate. TIB will provide notice each day when the rates are available but pricing may change later in the day without notice. Please check the website often when the market is volatile.
- **Extensions.** A one time 7 or 15 day extension to the rate lock may be granted if obtained on or before the original lock expiration date. If the lock expiration date is a weekend or holiday, the extension request must be received by TIB no later than 4:00 PM on the business day prior to the weekend or holiday. The extension fee will be .125 for seven days and .375 for 15 days. In order to maintain this predefined extension policy, at least 80% of the locked loan pipeline must be delivered and purchased by TIB. If the delivery ratio falls below the 80% threshold, worst case pricing will apply to all future extensions. If a lock needs to be extended after the lock expiration date, worst case pricing and a .25 relock adjustment will apply. This extension will be valid for 10 calendar days. If a lock has been expired for 30 days, current market pricing will apply. The loan must be re- locked with a new loan number. The original lock will be treated as fall-out.
- **Cancellations.** Please notify TIB as soon as possible when it becomes evident that a loan will not close.
- **File Delivery.** The complete loan file must be in TIB's office, in immediately purchasable form, the earlier of (a) **ten calendar days from note date** or (b) lock expiration date. If the date is a weekend or holiday where TIB's office is closed, the expiration date automatically rolls to the next business day. **If the loan is a refinance and subject to the right of rescision, the loan must have funded and disbursed by the lock expiration date.** Upon receipt of the loan file, the status of the lock changes from "best efforts" delivery to "mandatory delivery" and the transaction must be completed either thru a purchase of the loan by TIB Mortgage or a pair-off of the mandatory lock. When the loan file is reviewed by TIB, we may determine that certain items may be required before the loan is eligible for the Secondary Market. If that is the case, a suspense notification will be provided. Within five business days from the date of this notification, the items must be delivered to TIB. If that does not occur, worst case pricing will apply. If the suspense items are not cleared within twenty business days, the originating bank will be assessed a pair-off based on the greater of current market pricing or .25 and the loan will be returned to the originating bank. **Please note: Suspense items must be cleared within the five business day timeframe in order to avoid a potential re-price, regardless of lock expiration date.**
- **MERS.** All loans must be submitted utilizing the lender's MERS Registration. The MIN number must appear on both the Original Note and the Mortgage. Actual MERS Registration will be required prior to purchase.
- **Note Delivery.** The original note, properly endorsed and signed must be received by TIB no later than the next business day after the electronic loan file is submitted to TIB. The verbiage for proper endorsement is: **"Without Recourse Pay to the Order of TIB, NA"**

Signed By: - Printed Name of Originating Bank
- Printed Name of Officer Signing
- Printed Title of Officer Signing

The Address for Not Delivery is:

TIB Mortgage
ATTN: Secondary
11701 Luna Road
Farmers Branch, TX 75234

Acknowledgement. Please sign below to confirm your understanding and acceptance of the above terms.

Bank Name: _____

Name: _____

Title: _____