

**WEST VIRGINIA HOUSING DEVELOPMENT FUND
CORRESPONDENT LENDER AGREEMENT**

THIS AGREEMENT is dated the __day of _____, 20____, and is between the **WEST VIRGINIA HOUSING DEVELOPMENT FUND**, a public body corporate and governmental instrumentality of the State of West Virginia (hereinafter referred to as the “Housing Development Fund”), and _____ designated as “Correspondent Lender” (hereinafter referred to as the “Correspondent Lender”).

WHEREAS, the Housing Development Fund, under the provisions of West Virginia Code §31-18-1, *et seq.* (the “Act”), is authorized to purchase loans for the financing of residential housing for occupancy by persons meeting eligibility requirements established pursuant to the Act (hereinafter collectively called “Program Loans”); and shall continue until January 31, 2013, unless terminated by either party pursuant to Section 8, below.

WHEREAS, the Correspondent Lender desires to earn a fee by performing certain loan origination and processing services for Program Loans to be funded and closed by the Housing Development Fund; and

WHEREAS, the Housing Development Fund is willing to review and consider Program Loans offered by the Correspondent Lender, from time to time, for assignment to the Housing Fund in accordance with the terms of the Agreement and applicable law;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter contained and the mutual benefits to be derived herefrom, it is hereby agreed as follows:

Section 1. GENERAL REPRESENTATIONS OF CORRESPONDENT LENDER. The Correspondent Lender hereby represents and warrants to the Housing Development Fund as follows:

1. The Correspondent Lender is not under any cease and desist order or other order of a similar nature, temporary or permanent, of any federal, state or local authority, nor are any proceedings pending or to its knowledge contemplated which would, if successful, lead to the issuance of such order;
2. This Agreement is the valid and binding agreement of the Correspondent Lender, enforceable in accordance with its terms, the making and performance of which have been duly authorized by all necessary corporate and other actions and will not constitute a violation of any law or judicial or administrative requirement, or of the charter or bylaws of the

Correspondent Lender, or a default under any agreement or instrument to which it is a party by which it is bound or affected;

3. All consents, licenses, permits and approvals legally required for the making or performance of this Agreement by the Correspondent Lender have been obtained and are in full force and effect;
4. The Program Loan has been made to an Eligible Borrower to finance an Eligible Single-Family Dwelling, all in accordance with the set Guidelines set forth herein:
5. The Correspondent Lender has no knowledge of any material misstatement or omission in the documents and information provided by or on behalf of the Eligible Borrower or the Correspondent Lender in connection with the Program Loan;
6. The Acquisition Cost (as defined in the Program Guidelines) was not at the time of closing in excess of the limitation established;
7. The terms, covenants and conditions of the Program Loan have not been changed in any respect which would materially affect the value, validity, enforceability or prompt payment of the Program Loan;
8. On the Delivery Date, the Correspondent Lender has met all eligibility requirements provided in the Application Guidelines;
9. All signatures are the authorized and fully binding commitment of the signatory;
10. NMLS originator identifier and loan origination company identifier per The Fannie Mae Lender Letter LL 2001-02 (02/22/2011) have been supplied; and
11. Correspondent Lender has performed any and all services necessary to earn the payment described in Section 2.

Section 2. SERVICES AND PAYMENT. As to each closed loan for which the Correspondent Lender performs the requisite services described below and timely submits the application to the Housing Development Fund, the Housing Development Fund will pay the Correspondent Lender the amount of \$425.00.

A. **SERVICES** - to become eligible to receive payment, the Correspondent Lender shall perform at least six (6) of the following services:

1. Take information from the borrower and fill out a complete FNMA application, including all liability account numbers, signed by all

borrowers and the loan originator, including the originator NMLS number and the originating company NMLS number;

2. Analyze the prospective borrower's income and debt and pre-qualify the prospective borrower to determine the maximum mortgage that the prospective borrower can afford;
3. Educate the prospective borrower in the home buying and financing process by advising the borrower about the types of loans available and explaining how closing costs and monthly payments could vary under various loan types;
4. Collect financial information (pay stubs, W2s, tax returns, bank statements) and other related documents that are part of the application process;
5. Obtain a copy of the Borrower(s) driver's license or other documentation that includes the borrower's photo identification such as a passport;
6. Maintain regular contact with the borrower, realtors and the Housing Development Fund between application and closing to update them on the status of the application and gather any additional information or documentation as needed; and
7. Participate in the loan closing.

B. TIMELY SUBMISSION OF APPLICATION

1. A copy of any loan application that the Correspondent Lender desires the Housing Development Fund to consider **MUST** be faxed within 24 hours of the taking of the application. If the loan application is for a purchase, the sales contract must be attached and if the loan application is for a refinance, a copy of the current deed must be attached. In the event that the copy of the loan application is not faxed within 24 hours, unless the prior written consent of the Housing Development Fund is given, then the application shall be void and the Correspondent Lender will not be paid any amount hereunder with respect to the late application or any loan made on the basis of a late application.
2. Payment to the Correspondent Lender will be issued by check within thirty (30) days after the closing date.

Section 3. PROGRAM LOAN TERMS. The maximum interest rate and term for the Program Loan shall be specified and communicated to the Correspondent Lender by the Housing Development Fund from time to time.

Section 4. APPLICABLE LAW. This Agreement is made and entered into in the State of West Virginia and all questions relating to the validity, construction, performance, and enforcement hereof shall be governed by the laws of the State of West Virginia. The Correspondent Lender hereby consents to the jurisdiction of and venue in the Circuit Court of Kanawha County, West Virginia, for any legal proceeding in connection with this Agreement.

Section 5. ASSIGNMENT. This Agreement may not be assigned by the Correspondent Lender without prior written consent of the Housing Development Fund.

Section 6. SUCCESSORS AND ASSIGNS. This Agreement and all obligations and rights arising hereunder shall bind and inure to the benefit of the Housing Development Fund and the Correspondent Lender and their respective successors and permitted assigns.

Section 7. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8. TERMINATION. Except as otherwise provided herein, this Agreement may be terminated by either party upon written notice, effective upon receipt.

Section 9. AGREEMENT CONDITIONED UPON APPROVAL. This Agreement shall be a binding obligation of the Housing Development Fund only upon its execution and delivery of a copy of the same to the Correspondent Lender, as provided above.

Section 10. Effective January 31, 2013, but shall continue on a monthly unless terminated pursuant to Section 8.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this date and year set forth above.

WEST VIRGINIA HOUSING
DEVELOPMENT FUND

By: _____
(Authorized Representative of WVHDF)

By: _____
(Authorized Signature of Correspondent Lender)

(Name of Correspondent Lender) (Please print)

Title: _____

Revised 01/09/2012