

MID AMERICA MORTGAGE, INC.

MASTER BROKER/CORRESPONDENT AGREEMENT

HUD ONAP Section 184 Lending

THIS BROKER/CORRESPONDENT AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 20____, by and between Mid America Mortgage, Inc. (“Mid America”), an Ohio corporation whose principal office is located at 15301 Spectrum Drive, Suite 405, Addison, Texas 75001, its successors and/or assigns, and _____ (hereinafter “Customer”), a _____, whose principal office is located at _____, _____, _____. Customer is a ____ Mortgage Broker/Banker or ____ State/Federal Financial Institution.

RECITALS:

WHEREAS, Customer originates Mortgage Loans and/or assists Borrowers in completing and processing Mortgage Loan applications and other Original Credit Documents; and

WHEREAS, Mid America, from time to time as part of its regular business activities originates Mortgage Loans and, on a servicing released basis, purchases Mortgage Loans, which meet certain criteria and which are underwritten pursuant to Mid America's underwriting guidelines in effect at the time; and

WHEREAS, Customer may originate and/or process applications for Mortgage Loans for submission to Mid America under this Agreement, which may be funded by Mid America pursuant to the terms of this Agreement and the Mid America Customer Guide incorporated herein by reference, as amended, supplemented, or otherwise modified, from time to time (“Guide”),

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the following meanings:

Agency or Agencies means the FNMA (“Fannie Mae”), Federal Home Loan Mortgage Corporation (“Freddie Mac”), Government National Mortgage Association (“Ginnie Mae”), Federal

Housing Administration (“FHA”), Veterans Administration (“VA”), Department of Housing and Urban Development (“HUD”), or any other federal or state agency which purchases mortgage loans.

Assignment of Mortgage means an assignment of the beneficial and legal interest in a Mortgage, or applicable equivalent sufficient under the laws of state in which the property is located to provide adequate notice in the appropriate public records of the sale, transfer, and conveyance of the Mortgage.

Borrower means the person or persons who submit an application to Customer, receive a Mortgage Loan, and are obligated to pay under the terms of the Note.

Broker Loan means Mortgage Loans for which Customer assists Borrower(s) in completing and processing Mortgage Loan applications, which Customer submits to Mid America for underwriting and which may be funded by Mid America in Mid America's name, under the terms of this Agreement.

Business Day means any day on which Mid America is open to the public for business, excluding all Federal Holidays.

Closing means the time when the Borrower signs a Note evidencing a Mortgage Loan and the Mortgage securing payment of said Note.

Closing Package means the group of documents and other information or materials as defined in the Guide, which must be delivered to Mid America under the terms set forth herein, including but not limited to, a completed application, a completed HUD-1 form, an original appraisal, the original mortgage, the original note, and evidence of compliance with all closing conditions.

Commitment means the electronic correspondence issued by Mid America which indicates Mid America agrees to purchase or close a specific Mortgage Loan if all conditions stated in the Commitment, this Agreement, the Guide, and Agency guidelines are met.

Customer means a mortgage broker, mortgage banker and or State/Federal financial institution that engages in the business of soliciting, processing, placing or negotiating mortgage loans to fund or table fund, transfer or assign.

Correspondent Loans means Mortgage Loans closed in Customer's name and submitted and offered for sale to Mid America under the terms of this Agreement.

Delegated means underwriting authority given to the Customer by Mid America.

Disbursement Date means the date that funds for a Closing, evidenced by an executed Note, are disbursed on behalf of the Borrower by the settlement agent.

FHA Short Refinance Program means the HUD sponsored program described in HUD's Mortgagee Letter 2010-23.

Guide or Customer's Guide means all policies, procedures, and requirements of Mid America made available to the Customer and applicable to the registration, underwriting, closing and funding of Mortgage Loans pursuant to this Agreement. Mid America may modify the Guide in part or in whole at

any time. The Guide, and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement in all respects, and shall be binding upon the parties; provided, however, that the customer shall be entitled to sell Mortgage Loans to Mid America only if, and for so long as, Customer shall have been authorized to do so by Mid America in writing. All terms used herein shall have the same meaning as such terms have in the Guide, unless the context clearly requires otherwise.

HOPE for Homeowners Program means the HUD sponsored program described in HUD's Mortgagee Letter 2009-43.

Laws means all federal, state, county, local and foreign laws, regulations, licensing requirements, ordinances, codes, rules, and orders that may be applicable to Customer's business and ability to perform its obligations hereunder, all as may be amended or supplemented from time to time.

MERS means, collectively, MERSCORP, Inc. and Mortgage Electronic Registration System, Inc., their successors and assigns.

MERS Designated Mortgage Loan means any Mortgage Loan as to which the related Mortgage or Assignment of Mortgage has been recorded in the name of MERS, as agent for the holder from time to time of the Note and which is identified as a MERS Designated Mortgage Loan in the related Mortgage Loan file.

MIN means the Mortgage Identification Number used to identify mortgage loans registered under the MERS system.

Modified Correspondent Loans means loans originated by the Customer, underwritten by Mid America, closing documents prepared by Mortgage Machine in the Customer's name, funded by the Customer and assigned to Mid America through MERS.

Mortgage means a valid and enforceable mortgage, deed of trust, or other security instrument pledging property as security for payment of the Note.

Mortgage Loan means a loan secured by a first or second lien on a one to four family dwelling which is the subject of this Agreement, evidenced by a Note and secured by a Mortgage, and including the Mortgage Loan Documents and all other instruments evidencing a Borrower's indebtedness.

Mortgage Loan Amount means the face amount of the Note for all Mortgage Loans delivered under this Agreement.

Mortgage Loan Documents means the Closing Package and any and all other documents creating, evidencing, or securing a Mortgage Loan, which are required to be maintained or prepared pursuant to this Agreement or the Guide.

Mortgage Loan Program means a type of Mortgage Loan, the terms and conditions of which are described in the Guide, and which can be offered to prospective Borrowers as an eligible Mortgage Loan under the terms of this Agreement.

Mortgage Machine means Mid America's proprietary mortgage loan underwriting and origination system.

Mortgaged Property means the property encumbered by the Mortgage.

Note means the valid, binding, and enforceable instrument, which evidences a Borrower's obligation to repay a Mortgage Loan secured by a Mortgage.

Original Credit Documents means all original application, appraisal, credit, and underwriting documents for all Mortgage Loans delivered under the terms of this Agreement.

Purchase Price means the price paid by Mid America for a Mortgage Loan, including all Servicing Rights, as describe in Section 2.3 hereinafter.

Repurchase Price means the price for repurchase pursuant to Section 5.1 herein and shall be as follows: (a) the unpaid principal balance of the Mortgage Loan; (b) plus all accrued but unpaid interest due Mid America on the date of repurchase; (c) plus all expenses, including but not limited to reasonable attorney fees incurred by Mid America in enforcing Customer's obligation to repurchase such Mortgage Loan; (d) plus any premiums paid to Customer for purchase of Mortgage Loan.

Servicing Rights means those rights associated with a Mortgage Loan, to among other things, collect the monthly payments of principal and interest and escrow accounts.

Underwrite or Underwriting means the examination of a Borrower's application for the purposes of determining whether to purchase a Mortgage Loan from Customer or for Mid America to originate the Mortgage Loan.

ARTICLE II

TERMS AND CONDITIONS

2.1 Eligible Loans

(a) Mid America will purchase or fund , in its discretion under the terms and conditions of this Agreement, only those Mortgage Loans which fully comply with the standards established by Mid America in the Guide. Customer acknowledges that Mid America reserves the right to alter, add, or delete Mortgage Loan programs from time to time to amend the Guide, with or without notice to Customer, and Customer accepts responsibility for knowing the content and provisions of the Guide at any given time.

(b) Mid America is under no obligation to fund a specific number of loans under this Agreement.

(c) Customer agrees that Mid America is not obligated to purchase or fund any mortgage loans submitted by Customer and that Mid America's decision to purchase or fund a mortgage loan should not be construed as its agreement to purchase or fund future mortgage loans submitted by Customer.

(d) All loans shall be underwritten on an individual basis by Mid America. Decisions as to the acceptability of Mortgage Loans for purchase or funding by Mid America shall be solely at the discretion of Mid America. Mid America shall have no responsibility to purchase or fund any Mortgage Loan until all underwriting and closing conditions have been met.

(e) Any Commitment issued by Mid America is voidable by Mid America if Mid America believes that Customer breached any material term or condition of the Agreement as to any Mortgage Loan submitted or offered by Customer under the terms of this Agreement.

2.2 Lock-In

(a) Mid America will, electronically, provide to Customer pricing, terms, rate, loan program, loan limit, loan-to-value ratio, points and fees for each Mortgage Loan. Mid America shall honor the terms of any Mortgage Loan that has been locked-in provided, however, that Customer complies with the terms of this Agreement. Customer shall submit all locks through Mortgage Machine to the extent the software supports the applicable mortgage loan program. Mid America reserves the right to change program terms and conditions for new loans to be locked-in from time to time in its sole discretion.

(b) Customer agrees to a best-efforts delivery of Mortgage Loans that are locked-in with Mid America. Customer will use its “best-efforts” to close the Mortgage Loan according to the terms of the lock-in. Customer also agrees, however, that delivery of Mortgage Loans closed by Customer that are lock-in with Mid America is mandatory. If Customer does not deliver a Mortgage Loan locked-in with Mid America that closes, then Mid America may require Customer to pay a pair-off fee in accordance with the Guide. If either (i.) Customer has been advised the Mortgage Loan cannot be approved by Mid America, or (ii.) the Borrower withdraws its Mortgage Loan application and does not close the loan with the Customer or Mid America and Customer provides satisfactory documentation of said withdrawal to Mid America, then a pair-off fee will not be charged.

(c) Should Mid America discover that Customer has delivered a Mortgage Loan(s) previously locked-in with Mid America to other institution(s), Mid America may, in its sole discretion, immediately declare an event of default under this Agreement and, notwithstanding any other remedies declared in this Agreement, declare all outstanding Commitments void, and Customer shall be liable to Mid America for any losses either direct, indirect, or consequential caused by acts of Customer including but not limited to Mid America’s attorney fees.

(d) Customer agrees that it will maintain satisfactory lock and underwriting fallouts. Lock and underwriting ratios in excess of 25% may prompt Mid America to place Customer into a watch or probation status. If Customer fails to maintain acceptable fallout ratios in Mid America’s sole determination Mid America, may in its sole discretion, terminate this agreement as provided herein.

(e) A marketing fee, to be determined in Mid America’s discretion, will be assessed pursuant to the terms of the Guide for any loan that is saleable but not in compliance with the Commitment or lock-in.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF CUSTOMER

3.1 Regarding all Mortgage Loans – Customer represents warrants and covenants that:

(a) Mortgage Loan documents submitted by Customer for each Mortgage Loan are in every respect valid and genuine, being what they purport to be and all information submitted in each Mortgage Loan Document is true and accurate. The Mortgage Loan Documents have been duly executed by

Borrower, acknowledged and sent for recording; the Borrower is the true and only obligor on the Mortgage Loan and is the real party in interest thereon, and there is no verbal understanding or written modification which would affect the terms of the Note or Mortgage.

(b) Any and all Laws applicable to the Mortgage Loans have been complied with, including but not limited to: (i.) the Federal Truth in Lending Act of 1969 (“TILA”), and Federal Reserve Regulation Z thereunder ; (ii.) the Federal Equal Credit Opportunity Act (“ECOA”), and Federal Reserve Regulation B thereunder;(iii.) the Federal Fair Credit Reporting Act;(iv.) the Federal Real Estate Settlement Procedures Act of 1974 (“RESPA”), and Regulation X thereunder; (v.) the Flood Disaster Protection Act of 1973; (vi.) the Fair Housing Act; (vii.) the Home Mortgage Disclosure Act ("HMDA"); (viii.) the Financial Institutions Reform Recovery and Enforcement Act of 1989; (ix.) the Homeowners Protection Act of 1998;(x.) the Privacy of Consumer Financial Information Act;(xi.) any and all licensing requirements relating to Customer’s rights to originate and sell Mortgage Loans; (xii.) the requirements of any agency that regulates Customer; (xiii.), the Home Valuation Code of Conduct (“HVCC”); (xiv) the Mortgage Disclosure Improvement Act (“MDIA”); and (xv) The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any and all laws, rules, ordinances, and regulations relating to adjustable rate mortgages, negative amortization, and graduated payment mortgages.

3.2 Regarding the Customer - Customer represents, warrants and covenants that:

(a) Customer has all requisite power and authority to execute and enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and all documents, instruments, and agreements required to be executed by Customer pursuant hereto, and the consummation of the transactions contemplated hereby, have each been duly and validly authorized by all necessary action of Customer. This Agreement constitutes a valid, legal, and binding agreement of Customer enforceable by Mid America in accordance with its terms subject to bankruptcy, insolvency, reorganization, receivership, or other laws affecting rights of creditors generally, and general equity principles.

(b) Customer is duly organized, validly existing and in good standing under the laws of the jurisdiction where it is organized. Customer has all licenses necessary to carry on its business as now being conducted, and is licensed and qualified to transact business and is in good standing in the states where the mortgaged property is located, if the laws of such state require licensing or qualification in order to conduct business of the type conducted by the Customer.

(c) The execution, delivery, and performance of this Agreement by Customer, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, be prohibited by or require any additional approval under i.) Customer’s charter, by-laws, partnership agreement or other organizational documents, or any other material instrument or agreement to which Customer is a party or by which Customer is bound or which affects this Agreement; or ii.) any and all Laws, orders, injunctions, or decrees applicable to Customer.

(d) No approval of the transactions contemplated by this Agreement from any entity, public or private, or any regulatory authority having jurisdiction over Customer is required, or if required, such

approval has been obtained. There are no actions or proceedings pending, affecting Customer or any Mortgage Loans, which would adversely affect its ability to perform hereunder.

(e) There is no claim, litigation, investigation or proceeding pending or threatened against or otherwise materially adversely affecting Customer's business, performance of its obligations under this Agreement or the validity or enforceability of this Agreement or any Mortgage Loan sold under this Agreement and Customer has no knowledge of any circumstance indicating that any such suit, investigation, or proceeding is likely or imminent.

(f) Customer has never been disqualified, excluded or suspended from i.) selling loans to Fannie Mae or Freddie Mac, ii.) being able to originate loans intended to be guaranteed or insured by HUD, the VA or any other governmental agency. Customer agrees to notify Mid America in writing in a timely manner if any of the preceding events occur.

(g) Customer has not in connection with this Agreement entered into any agreement, incurred any obligation, made any commitment or taken any action which might result in a claim for or an obligation to pay a sales or brokerage commission, finder's fee or similar fee or compensation with respect to this Agreement or the transactions contemplated hereby. Customer shall hold Mid America harmless from and against any claim off any broker, agent, finder or other person who makes such a claim.

(h) Customer shall provide Mid America its signed current profit and loss statement and balance sheet by within 90 days of Customer's fiscal year end every year. Customer shall provide Mid America a copy of its company, state and loan officer license(s), if applicable, at every renewal. Customer shall provide Mid America and its representatives with any necessary information and data concerning the affairs of Customer as Mid America may reasonably request.

(i) Customer shall cooperate with Mid America in furnishing of documents and information as requested from time to time by Mid America and shall comply with all procedures established by Mid America for closing Mortgage Loans pursuant to this Agreement.

(j) After submission by pdf images in Mortgage Machine, Customer agrees to retain and act as the custodian of the Original Credit Documents, for 25 months or as required by local state regulations whichever is greater. Customer shall segregate and maintain custody and control of the Original Credit Documents on behalf of Mid America. Customer shall warrant that the Original Credit Documents are not or will not be altered from their original form, except for any inventory control marking, and shall keep all information contained within the Original Credit Documents confidential. Customer shall immediately deliver and relinquish custody and control to Mid America any and all Original Credit Documents upon request.

(k) Neither this Agreement nor any statement, report or other document furnished or to be furnished pursuant to this Agreement or in connection with the transactions contemplated hereby contains any material untrue statement of fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

(l) Customer agrees to immediately notify Mid America in writing of any activity or action, either internal or external, which could potentially affect adversely the terms of any mortgage loan or the ability of the customer to service any mortgage loan for any investor, including Mid America.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF MID AMERICA

4.1 Regarding Mid America - Mid America represents, warrants and covenants that:

(a) Mid America is duly organized, validly existing and in good standing under the laws governing its formation and existence, and has all licenses necessary to carry on its business as now being conducted. Mid America has all requisite power and authority to execute and deliver this Agreement and to perform all obligations required of it hereunder.

(b) Any necessary approval of the transactions contemplated by this Agreement from each federal or state regulatory authority having jurisdiction over Mid America has been obtained. There are no actions or proceedings pending or affecting Mid America, which would adversely affect its ability to perform hereunder.

(c) The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of Mid America and will not result in the breach of any term or provision of the charter or bylaws of Mid America, or result in the breach of any term or provision of, or conflict with, or constitute a default under, or result in the acceleration of any obligation under, any agreement, indenture, loan or credit agreement or other instrument to which Mid America or its property is subject, or result in the violation of any Law to which Mid America or its property is subject.

ARTICLE V

INDEMNIFICATION

5.1 Indemnification of Mid America by Customer

(a) Customer hereby agrees to indemnify and hold harmless Mid America, its successors and/or assigns, from any and all losses, liabilities, claims, damages, or costs of any nature, including without limitation attorneys' fees and costs, and actions suffered or incurred by Mid America which arise out of, result from, or relate to: i.) The breach by the Customer of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, the Guide, or in any written statement, certificate, or Mortgage Loan Document furnished by the Customer pursuant to this Agreement or the guide; or ii.) Any material act or omission of Customer or any employee or agent of Customer which adversely affects any Mortgage Loan registered with and funded by Mid America hereunder. This indemnification shall survive any termination or cancellation of this Agreement.

(b) Without limiting Section 5.1 (a), Customer's obligation under this Article shall include costs and expenses associated with Mid America's efforts to require Customer to repurchase Mortgage Loans in accordance with Article V hereof. In all actions with third parties in which Mid America has the right to be indemnified hereunder, Mid America shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend, or continue any such action.

(c) Customer agrees to indemnify Mid America from and against any errors and/or omissions committed by any user, including, but not limited to Customer's agents, that Customer provides access to

Mid America's systems and /or authorizes to order funds or documents on said agent's behalf from Mid America's systems.

ARTICLE VI

REPURCHASE

6.1 Repurchase of Mortgage Loans by Customer. Customer agrees that upon written request Customer shall immediately repurchase, at the Repurchase Price, any Mortgage Loan sold to Mid America pursuant to this Agreement for any of the following reasons:

(a) Failure by Customer to deliver to Mid America the proper Mortgage Loan Documents pursuant to this Agreement and the Guide.

(b) Mid America reveals any evidence of fraud in the origination and closing of the Mortgage Loan by (i) The Customer or its employees, directors, officers, agents and independent contractors (including without limitation, Customers or brokers of the Customer); or(ii) the Borrower.

(c) Customer fails to observe or perform or breaches in any material respect any of the representations, warranties or agreements contained in this Agreement, the Guide, or Agency guidelines with respect to a particular Mortgage Loan.

(d) If Mid America determines the Mortgage Loan to be a "High Cost Loan" as defined by Section 3.1(p) of the Correspondent Loan Addendum, if any, attached to and made a part of this Agreement.

ARTICLE VII

TERMINATION

7.1 Conditions of Termination.

(a) This Agreement may be terminated by either party at any time with or without just cause upon five (5) business days prior written notice. Termination shall not affect or change the obligations of the parties with respect to outstanding Commitments to originate, sell or purchase Mortgage Loans or limit Customer's duties or obligations to Mid America under this Agreement with respect to Mortgage Loans already purchased by Mid America.

(b) Notwithstanding anything to the contrary herein, Mid America may terminate this Agreement immediately, upon written notice to Customer, if Customer defaults in the performance of this Agreement, breaches any of its representations or warranties, or if Customer acts negligently, or if fraud is discovered as to any Mortgage Loan. Upon such termination for cause Mid America's obligation under any existing Commitment shall terminate, although Mid America may continue to honor any outstanding Commitment in its sole discretion.

ARTICLE VIII

MISCELLANEOUS

8.1 Relationship of Parties. Customer is an independent contractor and this Agreement and transactions entered into pursuant hereto shall not create between Customer and Mid America a relationship of agency, legal representation, joint venture, partnership, debtor/creditor, or employment. Customer and Mid America agree that neither party is in anyway authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.

8.2 Assignment. This Agreement shall be binding and inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement is not assignable by Customer without the prior written consent of Mid America. A change in ownership, merger, or consolidation of Customer shall be considered an assignment for purposes of this Agreement.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and any applicable federal laws. Each of the parties irrevocably submits to personal jurisdiction in the state court located in Dallas County, Texas, or the United States District Court for the Northern District of Texas over any action, suit, or proceeding to enforce or defend any right under this Agreement or otherwise arising from any transaction existing in connection with this Agreement. CUSTOMER EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY.

8.4 Section Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

8.5 Entire Agreement. This Agreement, any addendums attached hereto and executed by all parties, and the Guide integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations or prior writings in respect to the subject matter hereof and thereof.

8.6 Severability. Any provision of this Agreement that is prohibited or unenforceable in a jurisdiction, shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, to this end, the provisions hereof are severable. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

8.7 Survival of Warranties. The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the termination of this agreement and the transactions provided for herein and shall be fully applicable whether or not Mid America relies thereon or has knowledge of any facts at variance therewith.

8.8 Modification and Waiver. In no event shall a term or provision of this Agreement be deemed to have been waived, modified or amended unless agreed to in writing by Customer and Mid America.. Nothing in this paragraph shall be interpreted to restrict Mid America's right to modify the Guide as provided for elsewhere in this Agreement.

8.9 No Third Party Benefits. This Agreement is made for the express benefit of Customer and Mid America, not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.

8.10 Confidentiality. Customer understands that all information provided to Customer in connection with this Agreement is confidential and proprietary to Mid America. Customer shall not, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of Mid America (except to the extent actually required in connection with any litigation between the parties arising out of the Agreement or by applicable law), any confidential information including, but not limited to, information related to Mid America's business operations, credit policies, procedures, customers, and the Guide.

8.11 Modification of Borrower Obligations. Mid America may, without any notice to Customer, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a Borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Customer with respect to such Mortgage Loan or otherwise under this Agreement.

8.12 Right of Setoff. Mid America may deduct or setoff any and all amounts owed by Customer to Mid America from or against any amounts payable by Mid America to Customer.

8.13 Advertising and Trademark. Customer shall not engage in any form of advertising whatsoever utilizing either the name of Mid America or any subsidiaries or affiliates of Mid America or any of the product names, trade names, symbols or trademarks of any of Mid America's Mortgage Loan Programs, unless specifically licensed to do so in writing by Mid America.

8.14 Expenses. Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including but not limited to, all fees of its counsel and accountants, whether or not any of the transactions contemplated shall be consummated.

8.15 Brokers. Each party represents and warrants that there are no claims for brokerage commissions or finders' fees or other claims for money from any agent or similar intermediary in connection with Customer's entering into this Agreement with Mid America or in connection with any Mortgage Loan, and each party agrees to indemnify and hold harmless the other party with respect to any and all liability for any such fee or commission which is required to be paid to any such agent or broker.

8.16 Agreement Fairly Construed. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.

8.17 Good Faith Dealing. The parties hereto agree to deal in good faith with each other at all times.

8.18 Notices. Any notice or demand that is required or permitted to be given by a provision of this

Agreement shall be deemed to have been sufficiently given if either served personally or sent by prepaid first class, registered, or certified mail, addressed to the party at its address set forth below:

If to Customer:

Attn: _____

If to Mid America:

Mid America Mortgage, Inc.
15301 Spectrum Drive, Suite 405
Addison, TX. 75001

Attn: Jeffrey E. Bode

With copy to:

With copy to:

Mid America Mortgage, Inc.-1st Tribal Lending Division
51 Washington Avenue, Suite 201
Pt. Richmond, CA. 94801
Attn: Brett J. Robinson

ARTICLE IX

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

9.1 Limited Power of Attorney. Customer hereby irrevocably appoints Mid America, its successors and assigns, its attorney-in-fact, with full power of substitution in the name of Customer or otherwise, whether in relation to real, personal, tangible, or intangible property, to do any or all of the following: (a) to demand, sue for, receive, collect, sign, endorse, assign or compromise any and all promissory notes, checks, money orders or monies due on any Mortgage Loans sold to Mid America (except a Mortgage Loan which has been repurchased by Customer pursuant to Article V hereof), and to receive, sign, endorse, or assign any orders, certificates, insurance policies and all benefits under any other instruments or documents as from time to time may be necessary or appropriate to accomplish the sales and transfers provided for by this Agreement; (b) to enforce, cancel, release or discharge the Mortgage Loans; and (c) to exercise or perform any act, power or duty that Customer has or would have in connection with the Mortgage Loans purchased by Mid America or which are reasonable in order to protect Mid America's interest in the Mortgaged Property. Customer agrees that the foregoing powers are irrevocable and coupled with an interest. Customer will, at Mid America's request, execute appropriate separate instruments evidencing the foregoing powers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER

Company: _____

By: _____

Name (printed): _____

Its (title): _____

Date: _____

Mid America:

Mid America Mortgage, Inc.

By: _____

Brett J. Robinson

Division Manager – 1st Tribal Lending

Date: _____