

THIRD PARTY ORIGNATION RIDER
to Master Broker/Correspondent Agreement

(Section 184 Housing)

This THIRD PARTY ORIGNATION RIDER (this "Rider") is made effective as of the last date set forth opposite the signatures below and is incorporated into and shall be deemed to amend and supplement the Master Broker/Correspondent Agreement ("Agreement") pertaining to inter alia, one-to-four family, first lien residential mortgage loans originated as HUD Section 184 Mortgage Loans, by and between Mid America Mortgage , Inc. ("Mid America"), it's successors and assigns, and the undersigned customer ("Customer"). All capitalized terms used in this Rider that are not otherwise defined herein shall have the same meanings assigned to them in the Agreement.

1. THIRD PARTY ORIGNATION REPRESENTATIONS, WARRANTIES AND CONVENANTS: In addition to the representations, warranties and covenants made in the Agreement, Customer and Mid America further represent, warrant, covenant and agree as follows:

- A. Notwithstanding anything to the contrary in the Agreement or the Guide, subject to the terms of this Rider, Customer may offer for sale and transfer to Mid America, Loans which have been solicited, procured, packaged, processed or otherwise originated by a third party originator (a "TPO"), provided such Mortgage Loans otherwise conform to all applicable laws, the terms and conditions of the Agreement and the Guide. Mid America shall have sole discretion and authority to reject any Loan offered to it by the Customer due to the identity of the TPO being unacceptable in any way to Mid America.
- B. Customer and TPO shall comply with the Guide as from time-to-time in effect and governing the submission of Mortgage Loans contemplated by this Rider and shall sell only Mortgage Loans which are in accordance with all applicable laws, the Agreement and the requirements of the Guide (which Loans are referred to herein as "Conforming Loans").
- C. The Agreement, as amended by this Rider, is made and entered into for the express benefit of Customer and Mid America, not for the benefit or interest of any TPO, or any other persons or entities whomever, and accordingly, no third party shall obtain or acquire any rights or interest in the Agreement or by any 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.
- D. Customer hereby irrevocably assigns to Mid America all of its rights, remedies, indemnities and causes of action arising out of or in connection with Customer's agreements, contracts, understandings, or other dealings with any TPO regarding any Mortgage Loan sold to Mid America pursuant to this Rider.

E. It is understood and agreed that representations and warranties set forth in this Rider (i) survive the sale and delivery of the Mortgage Loans to Mid America or from Mid America to any assignee of Mid America; (ii) shall inure to the benefit of Mid America and all future assignees, notwithstanding any restrictive or qualified endorsement of any related Mortgage Loan Documents) or assignment(s); and (iii) are and shall be deemed to constitute representations and warranties by Customer regarding each TPO and each Mortgage Loan as if such TPO was the Customer hereunder, it being understood and agreed that Customer shall bear the risk of the proper performance and/or involvement of TPO as if the TPO was the Customer, irrespective of Customer's knowledge or lack of knowledge of activities of the TPO, the Borrower, or otherwise.

G. No fee, commission, kickback or tangible or intangible compensation of any kind or nature whatsoever has been or will be received or retained by Customer, or to Customer's knowledge, by any TPO, or by any other person, firm, or entity, in connection with any Mortgage Loan offered for sale pursuant hereto, except such fees as shall be permissible and fully and properly disclosed, in accordance with applicable law.

H. The decision to enter into and complete arrangements, agreements, understandings, and contracts with others (whether financial institutions, mortgage bankers, mortgage brokers, or otherwise) for or with respect to solicitation, procurement, packaging, processing, origination, closing and/or purchase or sale of Mortgage Loans has been solely within the discretion of Customer and done without the consent, advice, direction or agreement of Mid America.

I. Customer and its TPOs have complied with (i) the Agreement; (ii) the requirements of the Guide, including any related changes, special bulletins, notices and instructions issued by Mid America, and (iii) all applicable federal and state laws, rules, regulations and licensing requirements, including those governing their operations and the Mortgage Loans.

2. TERMINATION; OTHER CONDITIONS OF THIS RIDER. Termination, cancellation, revocation or rescission of the underlying Agreement shall be termination, cancellation, revocation or rescission of this Rider. The parties hereto may terminate this Rider as it applies to Mortgage Loans not yet submitted under the Agreement. Termination of this Rider shall not terminate the Agreement, unless otherwise specified in the termination notice. Correspondent shall not submit to Mid America, and Mid America shall have no obligation to accept, any Mortgage Loans hereunder after termination of this Rider or the Agreement. The parties further agree that:

A. For Mortgage Loans not table funded or closed in Customer's name, an employee of Customer will determine by thorough due diligence consistent with best practices in the industry including sufficient documentation to satisfy Mid America in its sole discretion and as may be specified by the Guide, that good funds were in fact collected and properly disbursed by the closing agent consistent with the Mortgage Loan Documents prior to delivery of the Mortgage Loan to Mid America for purchase.

B. Customer will collect and control all Section 184 Guarantee fees, and perform all insuring functions necessary to obtain from HUD the Final Loan Note Guarantee under Section 184 and otherwise required under the Agreement.

C. TPOs will be limited to Section 184 Guaranteed Loans only.

D. Customer will verify the current employment and income of all Mortgage Loan applicants prior to delivery of Loan to Mid America for purchase.

E. Except as may be expressly authorized by a written amendment to this Rider in writing and signed by the President of Mid America, Customer will maintain a minimum acceptable net worth of \$_____ according to written financial statements (prepared in accordance with then applicable Generally Accepted Accounting Principles) and provided to Mid America as required from time to time by Mid America, which net worth shall be determined as acceptable in meeting the said minimum in the sole discretion of Mid America.

F. This Rider may be (a) executed in counterparts, each of which shall be deemed an original and both of which taken together shall constitute one and the same instrument, and/or (b) executed and transmitted by facsimile copy by one party to the other, and such executed facsimile copy shall constitute an original executed copy of this Rider; provided that failure to do so shall not affect the binding nature of the executed facsimile copy.

IN WITNESS WHEREOF, the parties hereto have executed this Rider on the dates set forth below.

MID AMERICA MORTGAGE, INC.

CUSTOMER:

By: _____

Brett J. Robinson

By: _____

Its: Division Manager – 1st Tribal Lending

Title: _____

Date: _____

Date: _____