

Correspondent Application

Thank you for your interest in Reliant Bank Correspondent Lending program. The following documentation is required for approval as a Correspondent Lender with Reliant Bank.

Checklist – Please Submit the Following:

- Completed Correspondent Application, signed and dated
- Completed, signed Mortgage Loan Purchase Agreement
- Resumes on all key officers/managers listed on the application
- Original Corporate Resolution
- Articles of Incorporation or Formation/Partnership or LLC Agreement including any amendments and fictitious name filings.
- Previous two (2) years audited financial statements.
- Current financial statements signed and dated by the CFO. Banks may provide the most current quarter FDIC CALL/TFR report.
- Proof of Errors and Omissions coverage and/or Fidelity Bond – declaration page listing coverage and amounts (minimum coverage \$300,000)
- Quality Control Procedures and results of last two Quality Control audits with management response to the audit
- Appraisal Independence policy
- Agency Approval Letters
- Executed W-9 Form
- Limited Power of Attorney Form
- Anti-Money Laundering and Suspicious Activity Attestation Form
- Loan Fraud Zero Tolerance Form
- Credit Consent Form

Additional Documentation for Delegated Underwriting Approval:

- Detailed itemization and explanation of any repurchase/indemnifications requested by investors or any agencies in the past twelve (12) months.
- Lender Report Cards from primary investors, if available.
- Resumes for Underwriter Manager/Team Lead, as well as key underwriting personnel with a minimum of 12 months underwriting experience.

Additional Documentation for FHA Lending:

For Correspondents who wish to submit FHA eligible loans to Reliant Bank.

- If approved as an FHA originator with HUD, a copy of the HUD approval letter
- If not approved or previously approved as an FHA originator with HUD, copies of training completion certificates for FHA processing, FHA originating or FHA underwriting.
- Resumes for qualified Underwriter(s), with a minimum of 12 months underwriting experience.

Additional Documentation for VA Lending:

- Copy of VA agent letter including VA Lender ID



Business Information

Business Name:	Phone:
Parent Company (if applicable):	Fax:
Address of Company:	City, State and Zip
Primary Contact: Title:	Phone:
Company Website Address:	Fax:
Company Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	Federal ID or SS #:
Date Business Started or Incorporated:	State of Incorporation:
Mortgage Loan Originator/Broker of Record Name:	NMLS ID:
States Where you do business/Primary Markets:	MERS Org ID:
Branch Office Locations/City & State: (please list or attach list to this document)	

Principal Officers Information (Please provide resume for each principal)

Name:	% of Ownership:
Title:	Social Security Number:
Name:	% of Ownership:
Title:	Social Security Number:
Name:	% of ownership:
Title:	Social Security Number:

E & O Insurance and Fidelity Bond

E & O Provider Name:	Amount:	Phone:	Expiration:
Fidelity Bond Provider Name:	Amount:	Phone:	Expiration:

Production Information

Volume History	# Units Funded	Total \$ Amount Funded	% Conventional	% Government	% Other
Current YTD:					
Previous Year:					

Current Agency Approval Information

Fannie Mae Seller/Servicer ID Number:	FHA ID Number:
Freddie Mac Seller/Servicer ID Number:	VA ID Number:

Investor References

Company Name:	Contact:	Phone:	Email:	Type of Relationship:
1.				
2.				
3.				
4.				

Warehouse Relationships

Lender Name:	Line Amount:	Contact Person:	Phone:	Email Address:
1.				
2.				
3.				
4.				

Mortgage Insurance Company Relationships

Insurer:	Policy #:	Contact Person:	Phone:	Email Address:
1.				
2.				
3.				

Affiliated Companies

Does your company share a common ownership with any Escrow/Closing Company, Title Company, Real Estate Agency or Appraisal Firm? YES NO

If yes, please complete the following that apply:

Services Company Provides	Name of Affiliate Company	% of Production Using Services
<input type="checkbox"/> Appraisal Services		
<input type="checkbox"/> Appraisal Management		
<input type="checkbox"/> Escrow Services		
<input type="checkbox"/> Real Estate Brokerage		
<input type="checkbox"/> Warehouse Lending		
<input type="checkbox"/> Title Services		

**** Attach a copy of firms standard Affiliated Business Disclosure Form – attach additional sheets if necessary****

Declarations

- Has your company ever been suspended or terminated from selling or servicing mortgages by an investor or by Fannie Mae, Freddie Mac, HUD, VA or a state licensing agency?
 Yes No N/A

If “yes” please explain below.

- Has your company had any substantial adverse findings with respect to mortgage operations or servicing activities from recent audit via examination by Fannie Mae, Freddie Mac, HUD, VA or any regulatory or supervising agency? Yes No N/A

If “yes” please explain below.

- Has your company or any principal or officer in your company ever been subject to any disciplinary action from HUD, VA or a state licensing agency, or been excluded from Fidelity Insurance or Errors and Omissions coverage? Yes No N/A

If “yes” please explain below.

- Are there any outstanding or pending claims, contingencies, judgments, liens or tax delinquencies against the company Officers or principals? Yes No N/A

If “yes” please explain below.

- Are you currently seeking government loan sponsorship with Reliant Bank? Yes No N/A

Are you currently originating government loans? Yes No



CREDIT CONSENT

We hereby give our consent to have Reliant Bank and/or its designated credit reporting bureau obtain any and all information concerning our employment, checking and/or savings accounts, obligations and all other credit matters which they may require in connection with our application to sell loans.

Owner or Partner (print name and signature): Sign:	Social Security #:	Date:
Owner or Partner(print name and signature): Sign:	Social Security #:	Date:
Owner or Partner(print name and signature): Sign:	Social Security #:	Date:
Owner or Partner(print name and signature): Sign:	Social Security #:	Date:
Owner or Partner(print name and signature): Sign:	Social Security #:	Date:

This form may be reproduced or photocopied. A copy of the original signed form shall be considered effective consent.

PLEASE NOTE: Financial Institutions subject to oversight by the FDIC, NCUA, Federal Reserve or Comptroller of the Currency may have this requirement waived.

LIMITED POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS:

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____ (“Correspondent”) sells, transfers and assigns mortgage loans to Reliant Bank (“The Bank”) pursuant to a Mortgage Loan Purchase Agreement by and between “The Bank” and Correspondent dated as of _____, 20__ (the “Agreement”);

WHEREAS, Correspondent has agreed to give to “The Bank” this power of attorney on the terms and conditions contained herein.

NOW, THEREFORE, Correspondent hereby constitutes and appoints “The Bank”, acting through any officer of “The Bank” holding the title of Vice President, First Vice President, Senior Vice President or President, its true and lawful Agent and Attorney-in-Fact, with the express power and authority to, for any mortgage loan transaction pursuant to the Agreement:

1. In the Correspondent’s name and stead to execute, by the signature of any authorized “The Bank” employee or agent: any and all documents for the purpose of assigning and transferring to “The Bank” any and all mortgages, deeds of trust, security instruments, and the related notes, including, but not limited to the assignments of mortgages, deeds of trust, and security instruments; the note endorsements, affidavits and agreements, giving and granting unto the said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, and to make correct, amend, endorse, accept, or deliver all agreements and instruments, as fully, to all intents and purposes, as the Correspondent might or could do if present at the doing thereof through one of its authorized representatives, with full power of substitution and revocation.
2. In the Correspondent’s name and stead to request and obtain loan documents and documentation, including but not limited to recorded mortgages, assignments, amendments or other documents; and contact settlement agents, recorders’ offices, attorneys or such other parties who may be holding such documentation and request, on behalf of Correspondent, that such documentation be provided directly to “The Bank”.
3. In the Correspondent’s name and stead to request and obtain original title commitments, policies and endorsements, and contact settlement agents, title agents, attorneys or title insurers or such other parties who may be holding such documentation and request, on behalf of Correspondent, that such documentation be provided directly to “The Bank”.
4. In the Correspondent’s name and stead, to request and obtain any mortgage payments made by borrowers that are payable to Correspondent but should be applied to mortgage loans purchased by “The Bank”; and endorse any checks for such payments so that such payments may be applied to such loans purchase by “The Bank”.
5. In the Correspondent’s name and stead, to contact mortgage insurance companies, hazard insurance companies, or such other insurers that may insure any borrower, or any obligation under any mortgage loan purchased by “The Bank”; and request in the name of Correspondent that such insurers reissue policies or endorsements in such manner at “The Bank”, in its sole discretion may request;

The Correspondent hereby ratifies and confirms all that the said attorney-in-fact shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

The Correspondent may only revoke this Limited Power of Attorney in writing and this Limited Power of Attorney shall be deemed to be a power coupled with an interest for such purpose.

The undersigned, as an authorized representative of Correspondent, hereby gives to said Agent and Attorney-in-Fact full power and authority to execute such instruments to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby ratifies and confirms all that said Agent and Attorney-in-Fact shall lawfully do or cause to be done by the authority hereof.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power by the Agent and Attorney-in-Fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been duly recorded.

CORRESPONDENT

BY: _____

Its: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF _____)

) SS:

COUNTY OF _____)

On this ____ day of _____, 20____ before me _____ Notary Public, personally appeared _____ personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official SEAL:

Notary Public

Commission Expires: _____

Anti-Money Laundering and Suspicious Activity Attestation

On behalf of _____ (“company”), I certify that the Company has implemented an Anti-Money Laundering Program and Suspicious Activity Report Filing requirement, pursuant to the Financial Crimes Enforcement Network (FinCEN) Rules 31 CFR Parts 1010 and 1029 for Residential Mortgage Lenders and Originators.

According to the Final Rule, the company’s Anti-Money Laundering Program must be in writing, and contain the following:

- Internal policies, procedures and controls that will reasonably prevent, detect and report potential money laundering and suspicious activity.
- A designated AML Compliance Officer
- An ongoing employee training program by appropriate internal staff or by a third party.
- An independent audit function to test, monitor and maintain the AML program.

According to the Final Rule, the company is required to file a Suspicious Activity Report to Financial Crimes Enforcement Network (FinCEN) within thirty (30) days of discovery.

By signing below, I attest to compliance with the terms as set forth in the Anti-Money Laundering and Suspicious Activity Final Rule and I am authorized to execute this attestation on behalf of the Company.

Signature: _____

Print Name: _____ Date: _____

LOAN FRAUD ZERO TOLERANCE

NOTICE: ANY SUBMISSION OF INFORMATION TO RELIANT BANK (“the Bank”) KNOWINGLY CONTAINING FALSE INFORMATION IN CONNECTION WITH A MORTGAGE LOAN APPLICATION IS A FEDERAL CRIME.

Mortgage fraud includes, but is not limited to, false information contained in identification and employment documents, false mortgagee or mortgagor identity, and fraudulent appraisals; theft of custodial funds, non-remitted payoff funds, misrepresentations of borrower funds, and property flipping where designed to falsely inflate property value.

Possible mortgage fraud means that “the Bank” has a reasonable belief, based upon a review of information available, that mortgage fraud may be occurring or has occurred. It is the intent of “the Bank’s” Zero Tolerance Loan Fraud Policy (“Policy”) to support the industry’s and law enforcement’s efforts to eradicate residential mortgage loan fraud. Accordingly, by doing business with “the Bank”, the Borrower, Broker, Realtor shall be directly responsible for the actions performed in the course of doing business with “the Bank” and for maintaining compliance with this Policy. Although loan fraud may be perpetrated in many forms, some of the most common examples are shown below:

- Identity theft
- Submission of inaccurate or misleading information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of the real property;
- The alteration or forgery of otherwise predominately accurate information;
- Inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the security instrument;
- Lack of due diligence or concern by borrower, realtor, broker, loan officer, interviewer or processor, including failure to obtain or divulge all information required by the application and failure to request further information as dictated by Borrower’s response to other questions. This could include the following examples: (i) simultaneous or consecutive processing of multiple owner-occupied loans from a single applicant where information differs on each application; (ii) permitting an applicant or interested third party to assist with the processing of the loan; and (iii) failure to disclose any relevant or pertinent information known to the Broker which could negatively impact the lending decision.

“The Bank” specifically represents and warrants the quality and integrity of its loan production to “the Bank’s” investors. Consequently, loans containing fraud or material misrepresentations negatively impact “the Bank’s” business reputation and can severely strain investor relationships. The potential consequences for knowing participants of this practice are also very serious and “the Bank’s” position is a zero tolerance policy.

Possible consequences to Broker/Correspondent:

- Criminal prosecution, which could result in fines, imprisonment or both.
- Revocation of Broker’s license.
- Loss of access privileges to lenders resulting from the exchange of legally permissible information between lenders, mortgage insurance companies; FHLMC, FNMA and other investors; policy agencies; and state and federal regulatory agencies including the Department of Justice and the FBI.
- Loan repurchase and/or liability to “the Bank” for resulting monetary loss.
- Civil action by borrower, “the Bank” and/or other parties involved in the transaction.
- Loss of approval status with “the Bank”.



CORRESPONDENT HEREBY REPRESENTS AND WARRANTS TO "THE BANK" FULL COMPLIANCE WITH THIS POLICY AND AGREES TO IMMEDIATELY REPORT ANY AND ALL SUSPECTED LOAN FRAUD TO "THE BANK".

Company Name

Signature of Principal Officer

Signature of Principal Officer

State/License Number