



Table of Contents

1.0 Welcome Letter

2.0 Broker Requirements/Steps

3.0 Quick Reminders

4.0 Exhibits

Exhibit 1 – Registration/Lock Confirmation

Exhibit 2 – Loan Details

Exhibit 3 – Wholesale Commitment Letter

Exhibit 4 – Rate Lock Confirmation

Exhibit 5 – MOM (MERS as Original Mortgagee) Document Sample

Exhibit 6 – Note with a MIN (Mortgage Identification Number) Sample

The Flagstar Bank MERS team is very excited to welcome you as a business partner while we work together to make the MERS process a complete success. We thank you for being a distinguished customer of Flagstar Bank and appreciate your loyalty to our organization. During this joint venture, the main objectives are to experience extreme prosperity while streamlining and reducing the costs that are involved within the mortgage process resulting in increased business revenue.

Included in this welcome package, you will find:

- Broker requirements/steps and reminders
- Flagstar sample exhibits and a MERS sample MOM document

If you have any questions, please feel free to contact the MERS department at (800) 945-7700. Once again, we would like to thank you for being a part of our MERS program. We appreciate your business and enjoy the opportunity to have you as a valuable customer!

Sincerely,

Debi Armstrong
Sr. MERS Administrator / Assistant Vice President

Mark Ermis
MERS Administrator / Manager



Broker Requirements/Steps

Step 1. The Broker is responsible for obtaining the Flagstar generated Mortgage Identification Number (MIN) from the *wholesale.flagstar.com* website. The MIN allows MERS to track mortgages electronically, thus eliminating the need for a recorded assignment. The MIN can be found on the following web pages (see exhibits 1 – 2):

- **Registration/Lock Confirmation**
- **Loan Details page**

The MIN is also located on the following (see exhibits 3–4):

- **Wholesale Commitment Letter** which is faxed by a Flagstar Underwriter.
- **Registration/Lock Confirmation** which is faxed by a Flagstar Lock-in Specialist.

The MIN is 18 digits long and is made up of Flagstar’s MERS ID number, the Flagstar loan number, and 2 check digits:

1000525	998123456	12
Flagstar ID	Loan Number	Check Digits

Step 2. Provide the correct MIN to one of the Flagstar approved MERS Doc Prep companies. A MERS Doc Prep company will prepare the mortgage/deed of trust/security instrument with language naming MERS as the nominee – this is referred to as a MOM Doc, or **MERS as Original Mortgagee** document (see “Every Loan Needs A MOM”)

Step 3. * Verify that the MIN is correct on **both** the MOM Doc and the Note. (see exhibits 6 & 7).

- If the MIN is **incorrect** on the MOM Doc or the Note, it is the broker’s responsibility to have the MOM Doc and/or the Note redrawn in order to correct the MIN **before** the borrower’s closing.

Step 4. With the **correct** MIN on the MOM Doc and the Note, proceed with the borrower’s closing and send Flagstar the collateral package within 5 days from the disbursement date.

* Flagstar Bank requires the MIN on **both** the MOM Doc and the Note.



Quick Reminders

1. Always order your docs on a MOM Doc (MERS as Original Mortgagee Document) when selling to Flagstar Bank.
2. Since a MOM Doc will be utilized, **NO ASSIGNMENT** needs to be executed or recorded to the county.
3. Endorse the Note to Flagstar Bank.
4. Check the MIN (Mortgage Identification Number) to make sure it is correct on the MOM Doc and the Note.
5. Use one of the approved Flagstar MERS Doc Prep companies.
6. Flagstar Bank will generate the MIN for each loan at the time the loan is registered.
7. Obtain the MIN via the *wholesale.flagstar.com* website, by phone, or by the faxed commitment letter or lock confirmation.
8. If you have any questions, contact the Flagstar MERS department at (800) 945-7700.

LOCK Confirmation

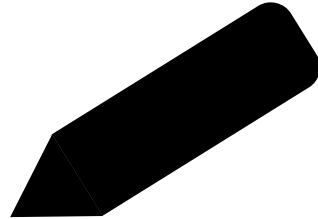
Index	
Main	
Change Profile	
User Profile Manual	
View Users	
Logout	
Mortgage Tools	
On-Line Registration/Lock	
Lock Confirmation	
Daily Rates (PDF)	
Origination Reports	
Loan Information	
Funding Breakdown	
Commitment Letter	
Approved Appraisers	
Account Executive Search	
Elite Underwriting Worksheet	
Funding Information Request	
Sellers Guide	
Broker's	
Commonly Used Forms	
How Do I	
VIP Adsllicks	
About VIP	
Download Adsllicks Now!	
Download Newsletters	

TO:
ATTN:

LOAN NUMBER:
BORROWER:
PROPERTY ADDRESS:

COUNTY: **01801**
OCCUPANCY: **OWNER OCCUPIED**
PROPERTY TYPE: **TWO UNITS**
NUMBER OF UNITS: **2**
LOAN PROGRAM: **Agency 30-Year Fixed**
LOAN AMOUNT:
LOAN TERM:
LOAN PURPOSE: **CASH OUT REFINANCE**
LTV:

MERS NUMBER: **100052599835979572**



LOCK DATE	LOCK STATUS	LOCK TERM	LOCK RATE	EXP. DATE	REQUIRED PRICE	DELIVERY TYPE
06-22-2001 04:04.48	LOCKED	30	6.875	07-23-2001	-0.25	BEST EFFORT

If there are any discrepancies in the above information you must notify us within 24 hours.
Rate Sheet pricing in effect at the time of lock determines pricing discrepancies.

Pricing may reflect a premium in excess of our maximum. Please see our rate sheet for specific premium caps, currently thirty and fifteen year fixed rate products are capped at 3.00%. Should pricing selected reflect greater than the premium cap, Flagstar will manually adjust pricing to meet our premium caps.

A copy of this confirmation should be included in the loan file when submitted.
5151 Corporate Drive, Troy, MI 48098 800/93RATES Fax: 248/312-LOCK.

Index	
Main	
Change Profile	
User Profile Manual	
View Users	
Logout	
Mortgage Tools	
On-Line Registration/Lock	
Lock Confirmation	
Daily Rates (PDF)	
Origination Reports	
Loan Information	
Funding Breakdown	
Commitment Letter	
Approved Appraisers	
Account Executive Search	
Elite Underwriting Worksheet	
Funding Information Request	
Sellers Guide	
Broker's	
Commonly Used Forms	
How Do I	
VIP Adsticks	
About VIP	
Download Adsticks Now!	
Download Newsletters	

[General](#) [Status History](#) [Borrower/Property](#) [Funding Breakdown](#) [Lock History](#) [Commitment Letter](#)

Loan Details - Loan Number:

Status: APPLICATION REGISTRATION

Product: Agency 30-Year Fixed

Purpose: PURCHASE

Occupancy: OWNER OCCUPIED

Type: SINGLE FAMILY RESIDENCE

Number of Units: 1

Purchase Price: 150000

Estimated Appraised Value:

Loan Amount:

LTV:

CLTV:

Rate:

Term:

Monthly P & I:

Lock Status: FLOATING

Lock Date:

Lock Expiration:

Flood Zone:

MI Company:

PMI Certificate Number:

MI Coverage %:

Target Investor:

Application Date:

Estimated Disbursement Date:

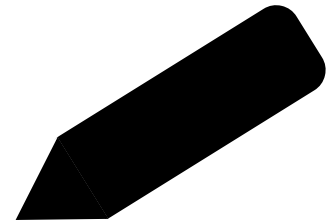
Actual Disbursement Date:

First Payment Date:

Document Expiration Date:

Approving Underwriter Name:

MERS NUMBER: 100052599936724935





WHOLESALE COMMITMENT LETTER

Loan Number:
MERS Number: 100052599835446861
Property Address:



Status: Approved with Conditions

Status Date: 6/13/2001

Dear

We are pleased to inform you that the above loan meets our purchase requirements, subject to the following terms of our program description guidelines, policies, agreements and the following additional terms and conditions:

\$181,250.00 (Loan Amount)
\$191,250.00 (Gross Loan Amount)
OWNER OCCUPIED (Occupancy Type)
240 (Term (months))
Agency 20-Year Fixed (Program)
100052599835446861 100052599835446861

- 1. The title to the property located at the above address, given to secure this loan and all other legal matters pertaining to this transaction must meet with the approval of FLAGSTAR BANK.
2. There will be an amount required to be held in escrow to cover ensuing real estate taxes, hazard insurance, and flood insurance and private mortgage insurance, if applicable, at closing.
3. Mortgage Title Insurance for at least the loan amount must be provided at your own expense, through your attorney or title company, and must be in our office prior to the closing being scheduled.
4. Hazard insurance must be obtained through a company acceptable to us, naming FLAGSTAR BANK, its Successors and/or its Assigns as their interest must appear, P.O. Box 7026, Troy, MI, 48007-7026 as beneficiary, in the amount at least equal to the loan amount. A paid receipt for the first year's premium must accompany the policy at closing. A binder is not acceptable. POLICY AND RECEIPT MUST BE ORIGINALS AND PROVIDED AT THE CLOSING FROM AN INSURANCE COMPANY WITH A B+ RATING OR BETTER ACCEPTABLE TO FLAGSTAR BANK.
5. This Loan Purchase Commitment shall be null and void if, in the opinion of FLAGSTAR BANK, there is a material change in the financial condition, employment of the borrower(s), cash equity, occupancy, or any other material situations prior to or at closing.
6. The property is to comply with all applicable law and code enforcement requirements.
7. This Loan Purchase Commitment will expire 9/2/2001. This is not your lock expiration. This loan must close and disburse no later than your lock expiration or loan purchase commitment expiration whichever is earlier or this loan purchase commitment is null and void. If the loan purchase commitment is extended it shall be extended at a different rate and different fee.

THE FOLLOWING ADDITIONAL CONDITIONS MUST BE MET AND ANALYZED PRIOR TO CLOSING

(1) WAITING FOR SATISFACTORY EXPLANATION FOR LOW W-2 INCOME MUCH LOWER THAN CURRENT YTD INCOME? OR LOAN WILL HAVE TO BE RE-UNDERWRITTEN

THE FOLLOWING CONDITIONS MUST BE COMPLIED WITH AT CLOSING OR THIS PURCHASE CONTRACT IS NULL AND VOID

- (1) Sign and Date Typed Loan Application
(2) Total New House Payment Including Taxes and Insurance Cannot Exceed \$().
(3) If Title Work Shows Any Gas, Oil, or Mineral Rights, Title Company Must Issue a Letter Stating Final Policy Will Insure Over These Rights
(4) If Any Other Exceptions Show on Title Work, They Must Be Approved by Flagstar Bank's Closing Department Prior to Draft
(5) All Applicable Riders and Disclosures per Product Descriptions and FNMA/FHLMC Guidelines
(6) Flagstar Bank to Have First and Only Lien
(7) Flood Hazard Notice Zone
(8) Title Work to Prove no Delinquent Taxes, Undisclosed Liens, Judgments or Assessments or Approval May Be Null and Void
(9) Original Underwriting Package
(10) Pay-off of the following debts (MBNA AMERICA \$8237, DISCOVER \$4087, FLEET \$4057, CITIBANK \$4348, CITIBANK \$6461).
(11) Each Borrower Must Sign an Individual Three Day Right of Rescission
(12) Executed Truth in Lending Dated Within 3 Days.
(13) Executed Good Faith Estimate Within 3 Days of Application
(14) Proof of Pay-off of current mortgage with (FLEET MORTGAGE).
(15) Any property tax amount that has been released and payable within 60 days of the closing must be paid.
(16) Underwriting fee is \$200.00.

M.I. DATA FOR INFORMATIONAL PURPOSES ONLY - Absence of data does not negate requirements

M.I. Company Name: Certificate num: Coverage amt:

This Loan Purchase Commitment to purchase this mortgage is void if this loan bears rates and/or fees above a certain percentage and/or amount which would require a special disclosure as defined by the Riegle Community Development and Regulatory Improvement Act of 1994 (Pub. L. 103-325 Stat. 2160) enacted in September 1994, containing the Home Ownership and Equity Protection Act of 1994. Required by 12CFR 226.32 (Requirements for certain closed-end home mortgages). The Broker recognizes that the Broker is responsible and liable for all credit and underwriting decisions. The Broker agrees to approve and/or to close the mortgage loan. The Broker understands that Flagstar Bank is only acting as an investor to purchase the mortgage loan subject to Flagstar Bank requirements.

Underwriter: Nicolette Pappas

ALL CONDITIONS ON THIS LOAN MUST BE FAXED TO
Northeast Region Office 301 Edgewater Place, Suite 210 Wakefield, MA 01880





RATE LOCK CONFIRMATION

DATE: 07/23/2001

TO:

ATTN:

LOAN NUMBER:
MERS Number: 100052599837513494



BORROWER:

CO-BORROWER(S):

LOCK DATE: 06/26/2001
LOCK TERM: 30
LOCK RATE: 6.875
LOCK EXP. DATE: 07/25/2001
REQUIRED PRICE: 0.1250
LOCK STATUS: LOCKED AFTER RATE CHANGE

PROPERTY ADDRESS:

COUNTY:

LOAN PROGRAM: Agency 30-Year Fixed

LOAN AMOUNT:

OCCUPANCY TYPE: OWNER OCCUPIED

LOAN TERM: 360 MONTHS

PROPERTY TYPE: SINGLE FAMILY RESIDENCE

LOAN PURPOSE: PURCHASE

NUMBER OF UNITS: 1

LOAN TO VALUE

Flagstar Bank offers locks and lock confirmations through our Internet site, please visit: www.wholesale.flagstar.com

If there are any discrepancies in the above information you must notify us within 24 hours, by phone at 800-93 RATES or please make a note on this document of the discrepancy and return by fax to 248-312-6929. Rate Sheet pricing in effect at time of lock determines pricing discrepancies.

A copy of this confirmation should be included in the loan file when submitted to underwriting.

5151 Corporate Drive Troy, MI 48068 800-93 RATES or 248-312-2100 Fax 248-312-LOCK

This is an Example of a Mortgage which names MERS as the Original Mortgagee (MOM Document).

Prepared by or under the supervision of:

[Name of Natural Person]

[Street Address]

[City, State Zip Code]

[Space Above This Line For Recording Data]

The MERS 18-digit MIN must be visible on the Security Instrument. Place the MIN to the right of the form title, but not within the top recording margin or on the right margin.

MORTGAGE

MIN: 1000XXX-XXXXXXXXXXXX-X

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated _____, together with all Riders to this document.

(B) "Borrower" is _____

MERS as the Original Mortgagee language. See page 3 of this document to note further reference to MERS as Mortgagee.

_____. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is _____

Lender is a _____ organized and existing under the laws of _____
_____. Lender's address is _____

(E) "Note" means the promissory note signed by Borrower and dated _____.
The Note states that Borrower owes Lender _____ Dollars (U.S. \$ _____)

Initials: _____

This is an Example of a Mortgage which names MERS as the Original Mortgagee (MOM Document).

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than

(F) “Property” means the property that is described below under the heading “Transfer of Rights in the Property.”

(G) “Loan” means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) “Riders” means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower *[check box as applicable]*:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other(s) <i>[specify]</i> | | |

(I) “Applicable Law” means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) “Community Association Dues, Fees, and Assessments” means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) “Electronic Funds Transfer” means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) “Escrow Items” means those items that are described in Section 3.

(M) “Miscellaneous Proceeds” means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) “Mortgage Insurance” means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) “Periodic Payment” means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) “RESPA” means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any

Initials: _____

This is an Example of a Mortgage which names MERS as the Original Mortgagee (MOM Document).

additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

(Q) “Successor in Interest of Borrower” means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to **MERS (solely as nominee for Lender and Lender’s successors and assigns) and to the successors and assigns of MERS, the following described property located in the**

of _____ : _____
[Name of Recording Jurisdiction] [Type of Recording Jurisdiction]

MERS noted as lender’s nominee in the transfer/due on sale clause.

which currently has the address of _____, Florida _____ (“Property Address”):
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.” Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of

Initials: _____

NOTE

[Date]

[City]

[State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ _____ (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of _____

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the _____ day of each month beginning on _____ . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on _____ , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at _____

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments


My monthly payment will be in the amount of U.S. \$ _____

4. BORROWER'S RIGHT TO PREPAY


I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 -5N (0005).01 Modified for Endorsement
VMP MORTGAGE FORMS - (800)521-7201

Form 3200 1/01

 20204-01