

LOAN LOCK/FLOAT AGREEMENT

NAME OF BORROWER(S):

ADDRESS OF PROPERTY:

LOCK AGREEMENT

(To be completed only if locking in the rate. If NOT locking in the rate, see FLOAT AGREEMENT below)

INTEREST RATE: _____ TERM OF LOAN: _____
LOAN AMOUNT: _____ TYPE OF LOAN: _____
POINTS CHARGED %: _____ ORIGINATION FEE %: _____
LOAN LOCK DATE: _____ LOCK EXPIRATION: _____
LOAN LOCK FEE: _____

I/we understand that my/our mortgage loan application for the above stated property has been locked in under the terms listed above for the period of time stated. I/we also understand that this agreement is only for the property stated above and that if I/we change properties for one reason or the other that this agreement is null and void.

I/we understand that as long as my/our loan is approved and that I/we close and the funds are disbursed before the loan expires, even if rates and points in the market increase, that I/we will be given the terms and conditions stated above.

In exchange for the lender offering me/us protection in an increasing rate environment, I/we agree that I/we have an obligation to complete this transaction according to the terms agreed upon. By signing this agreement, I/we am/are stating that I/we am/are satisfied with the rate and terms stated above, and if the loan is approved and ready to close within the loan lock expiration, that I/we will honor this agreement even if the market rate and points decline.

I/we understand that if the loan lock expires through no fault of the lender, that the policy to relock the loan is to use the original loan lock price or the current market terms at the sole discretion of the lender, and that there will be no advantage for the borrower to unnecessarily delay the approval just to let the loan lock expire.

By signing below, I/we acknowledge that I/we have received a copy of this agreement, and that I/we intend to abide by the mutual terms of this agreement.

FLOAT AGREEMENT

Check this box if loan rate is NOT being locked in

My/our loan has been taken on a "FLOAT" rate basis, which means the rate and the points are subject to change daily. It is the responsibility of the borrower to be aware of the changing market and to lock in the rate with prior to submission for loan approval.

DATE

DATE

DATE

DATE