



# New Lender Certification

Lender Number  
\_\_\_\_\_

## LENDER INFORMATION

President/CEO Name: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_ Fax number: (\_\_\_\_) \_\_\_\_\_

Institution Name: \_\_\_\_\_

Address: PO Box \_\_\_\_\_ Zip \_\_\_\_\_ Street \_\_\_\_\_ Zip \_\_\_\_\_

City, State: \_\_\_\_\_

Primary contact person: \_\_\_\_\_  
(Person to receive rate lock confirmations, approval letters, funding confirmations etc.)

Phone number: (\_\_\_\_) \_\_\_\_\_ Fax number: (\_\_\_\_) \_\_\_\_\_

If WHEDA has questions regarding this form, your contact is? Name \_\_\_\_\_ Phone \_\_\_\_\_

Type of Institution:  Savings & Loan  Bank  Credit Union  Mortgage Banker  Savings Bank  
Type of Charter:  State  Federal

If you have a web site, would you like to be linked to WHEDA's web site?  Yes  No  
If yes, what is your web site address? \_\_\_\_\_  
If you have a web site, please extend WHEDA a courtesy and link us with your web site. [www.wheda.com](http://www.wheda.com)

Please choose one of the following:  
\_\_\_\_\_ I have signed up for the subscription service to obtain program updates. My email address is:  
\_\_\_\_\_

## FNMA/FHLMC/FHA Lenders

- If you are an approved FNMA, FHLMC or FHA originator please list your identification number.  
FHA# \_\_\_\_\_ FHLMC # \_\_\_\_\_ FNMA # \_\_\_\_\_

**FINANCIAL INFORMATION**

All lenders must complete this section.

	Number of Loans	Dollar Amount
First mortgage loans originated within the past fiscal year:	_____	\$ _____
Second mortgage loans originated within the past fiscal year:	_____	\$ _____
Portfolio of loans serviced:	_____	\$ _____

	Year to Date	Last Fiscal Year	Previous Fiscal Year
Assets:	\$ _____	\$ _____	\$ _____
Liabilities:	\$ _____	\$ _____	\$ _____
Net Worth:	\$ _____	\$ _____	\$ _____
Net Income:	\$ _____	\$ _____	\$ _____

	Fidelity Bond	Errors & Omissions and/or Mortgage Impairment (Minimum \$300,000)
Name of carrier:	_____	_____
Aggregate Coverage:	\$ _____	\$ _____
Forgery & Alterations:	\$ _____	
Securities:	\$ _____	
Computer Systems:	\$ _____	
Fraudulent Mortgages:	\$ _____	
Deductible:	\$ _____	\$ _____
Policy Number:	_____	_____
Expiration Date:	_____	_____

**Credit Unions Only**

Name of carrier:	_____	Policy #:	_____
		Expiration Date:	_____
Directors & Officers Insurance:			\$ _____
Officers & Staff Insurance:			\$ _____

**Mortgage Bankers Only**

Current Assets:	\$ _____	\$ _____	\$ _____
Current Liabilities:	\$ _____	\$ _____	\$ _____

## CERTIFICATIONS

***Please read all certifications and sign below to certify your lending institution meets all the criteria based on the single family program(s) you participate in.***

### All Lenders

1. I hereby certify this company is properly licensed (or otherwise authorized) to originate, sell or service residential mortgages in the State of Wisconsin.
2. I hereby certify this company's mortgage operations have been examined by an independent accountant.
3. I hereby certify this company has the required fidelity and errors and omissions insurance coverage and that none of our principal officers has been removed from the coverage - or if so, that a direct surety bond has been obtained.
4. I hereby certify this company has reported information pertaining to certain real estate transactions in compliance with all IRS and Regulatory requirements.
5. To respect the privacy of their respective customers and to protect the security and confidentiality of those customers' nonpublic personal information, WHEDA and lender shall comply with the applicable requirements of the Gramm-Leach-Bliley Act (15 USC 6801-6809, Disclosure of Nonpublic Personal Information).
6. I hereby certify that this company has met all requirements as it applies to the WHEDA Advantage Origination Guide and the Loan Origination Agreement.

I have read certifications 1-6 and affirm all the above information is true and correct. I hereby authorize WHEDA to verify the information with any other sources, and I hereby waive any cause of action or claim I may have against such sources with respect to any information they may provide.

By: \_\_\_\_\_  
(Authorized Corporate Signature)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name)

Date: \_\_\_\_\_

**Send to:**

**LENDER CERTIFICATION  
WHEDA, PO BOX 2209, MADISON WI 53701-2209**

**WHEDA Advantage Branch List  
Lender Certification**

**Lender Name:** \_\_\_\_\_

Please list all branches where a potential borrower can have an application taken for WHEDA Advantage Programs.

**Contact Name:** \_\_\_\_\_

**PO Box:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**City/ST:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Choose one of the following:**

- This office signed up for the subscription service to obtain program updates.  
Email address: \_\_\_\_\_
- The home office signed up for the subscription service and provides this office with updated material.
- Other: Please explain. \_\_\_\_\_  
\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**PO Box:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**City/ST:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Choose one of the following:**

- This office signed up for the subscription service to obtain program updates.  
Email address: \_\_\_\_\_
- The home office signed up for the subscription service and provides this office with updated material.
- Other: Please explain. \_\_\_\_\_  
\_\_\_\_\_

**Questions, Call Bev Smith  
1-800-334-6873 or 608-267-2991**

Send to:

**LENDER CERTIFICATION  
WHEDA, PO BOX 2209, MADISON WI 53701-2209**

**LENDER COUNTY LOCATION LIST  
FOR WEBSITE**

Lender Name: \_\_\_\_\_ Lender #: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_ Phone #: (\_\_\_\_)\_\_\_\_\_  
(If different than on the Participating Lender's Agreement) Fax #: (\_\_\_\_)\_\_\_\_\_

Please provide the following information to be listed on the WHEDA website.

Loan Originator: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
List in County: \_\_\_\_\_  
Phone #: (\_\_\_\_)\_\_\_\_\_  
Email: \_\_\_\_\_

Loan Originator: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
List in County: \_\_\_\_\_  
Phone #: (\_\_\_\_)\_\_\_\_\_  
Fax #: (\_\_\_\_)\_\_\_\_\_  
Email: \_\_\_\_\_

Loan Originator: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
List in County: \_\_\_\_\_  
Phone #: (\_\_\_\_)\_\_\_\_\_  
Fax #: (\_\_\_\_)\_\_\_\_\_  
Email: \_\_\_\_\_

**Send to:**

**WHEDA  
PO Box 2209  
Madison WI 53701-2209**

**Questions?  
Call Bev Smith  
1-800-334-6873 or 608-267-2991**

**WISCONSIN HOUSING AND ECONOMIC  
DEVELOPMENT AUTHORITY**

**WHEDA ADVANTAGE**

**LOAN ORIGINATION AGREEMENT**

7/09

**LOAN ORIGINATION AGREEMENT**

THIS AGREEMENT, is made and entered into as of \_\_\_\_\_,  
20\_\_\_\_\_, by and among WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT  
AUTHORITY ("the Authority"), a public body corporate and politic of the State of  
Wisconsin, and the Lender, whose name and address is set forth directly below ("Lender").

\_\_\_\_\_  
Name of Lender

Attention: \_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Post Office Box

\_\_\_\_\_  
City

\_\_\_\_\_  
County

\_\_\_\_\_  
Zip+4

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Lender Number

**WITNESSETH:**

WHEREAS, the Authority is authorized pursuant to Chapter 234, Wisconsin Statutes, to make or participate in the making and entering into commitments for the making of long-term home ownership mortgage loans and housing rehabilitation loans to persons and families of low- and moderate-income; and

WHEREAS, the members of the Authority have authorized the WHEDA Advantage Loan Program;

WHEREAS, the Lender desires to sell loans and the Authority desires to purchase loans:

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and consideration described herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Authority and Lender hereby agree as follows:

**ARTICLE I**

**PARTICIPATION IN WHEDA ADVANTAGE PROGRAM**

1.1 Lender agrees to originate and sell loans to the Authority, in accordance with the terms and conditions set forth in this Agreement and the WHEDA Advantage Origination Guide ("Origination Guide"), as the same may be amended from time to time, and all exhibits, certificates, affidavits, warranties and other documents required by the Origination Guide are specifically incorporated into this Agreement as if fully set forth herein.

1.2 No provision of this Agreement or of the Origination Guide may be waived or modified unless such waiver and modification is made in a signed writing; provided, however, that the Authority may amend or supplement the Origination Guide by sending written notice of such amendment or supplement to Lender. Amendments or supplements shall become effective ten (10) business days after the date of mailing unless otherwise stated in such notice.

1.3 Lender acknowledges that the Authority shall be obligated to purchase loans only to the extent that net proceeds for the WHEDA Advantage Program are available and authorized by the Authority. The Authority may, in its sole discretion, suspend or terminate the Authority's commitment to purchase loans hereunder at any time upon the giving of written notice of such suspension or termination to Lender; provided however, that the Authority shall purchase all of Lender's approved loans closed prior to the effective date of the Authority's notice of suspension or termination, and all loans which have been approved in writing for mortgage pool insurance by the pool insurer (if applicable) and for program compliance by the Authority prior to such effective date.

## **ARTICLE II**

### **TERM**

2.1 This Agreement shall commence on the date herein and shall automatically renew annually unless terminated pursuant to Article VIII.

## **ARTICLE III**

### **COMPENSATION**

3.1 Lender shall be entitled to receive an origination or lender fee equal to the published fee structure for the program issue.

3.2 The borrower shall be charged an origination or loan fee equal to the published fee structure for the current WHEDA Advantage Program issue. Lender shall charge borrower no other origination or loan fees, however denominated, and Lender shall collect, directly or indirectly, no other fees from the borrower or seller, except as specifically permitted by the Origination Guide.

3.3 Lender shall collect and timely transmit to the Authority any fee the Authority is entitled to under the published fee structure for the WHEDA Advantage Program.

## **ARTICLE IV**

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

4.1 The Lender hereby agrees that the Lender shall indemnify and hold harmless the Authority and its members, officers, agents and employees from, and against, any and all losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses heretofore or hereafter resulting from or arising out of any action by the Lender.

4.2 Lender shall have sole responsibility for ensuring full compliance with any and all federal or state laws and shall indemnify the Authority from any loss or liability resulting or arising from any failure by Lender to fully comply with any such law.

4.3 Lender shall maintain throughout the term of this Agreement, at Lender's expense, a fidelity bond, fire and extended coverage insurance on Lender's office, theft insurance, forgery insurance, and errors and omissions insurance. Such bonds and insurance policies shall be in amounts as required by the Origination Guide.

## ARTICLE V

### LENDER'S REPRESENTATIONS AND WARRANTIES

- 5.1 Lender hereby represents and warrants to the Authority as follows:
- a. Lender is duly organized, validly existing and in good standing under the laws of the jurisdiction under which it is organized, and is duly qualified to do business in the State of Wisconsin.
  - b. Lender is duly authorized by all necessary corporate actions to enter into this Agreement. Upon execution, this Agreement will be a valid and binding agreement by Lender, enforceable according to its terms, and will not constitute a violation of any law or any requirement imposed by any regulatory, judicial or quasi-judicial body.
  - c. Lender is not under any cease and desist order or any other order of a similar nature which would in any way restrict Lender from complying with any and all terms of this Agreement.
  - d. Each loan purchased by the Authority pursuant to the terms of this Agreement will conform in all respects to each and every requirement and procedure set forth in this Agreement and the Origination Guide.
  - e. Each representation and warranty contained in the Lender's Warranty is incorporated herein by reference and made a part hereof with respect to each loan purchased pursuant to the terms of this Agreement.
  - f. Each of the foregoing representations and warranties of Lender are continuing and shall be deemed to have been made and shall be true and correct as of the date of closing of each loan purchased pursuant to the terms of this Agreement.
  - g. Lender shall comply with all applicable federal, state and local laws.

5.2 The Authority agrees that in the event of any breach of the foregoing representations and warranties, Lender shall obtain the correction of such breach within thirty (30) days after the earlier of (a) notice of such breach is given by the Authority to the Lender; or (b) such breach is discovered by the Lender, and if any such breach materially and adversely affects any one or more of the loans, in the event that the Lender cannot obtain the correction of such breach within such thirty (30) day period, the Lender shall repurchase the loan or loans affected by such breach from the Authority upon the request of the Authority; in the event that the Authority elects to require the Lender to purchase such loans.

## **ARTICLE VI**

### **STANDARD OF CARE**

6.1 Lender shall originate and administer the closing of the loans, and in so doing shall exercise and use the same degree of skill and care as an experienced and prudent mortgagee would exercise and use under the circumstances in the conduct of its own affairs and with respect to loans it originates for its own account and otherwise in accordance with law and the guidelines described herein. In the event of any conflict between the Lender's customary practices and the standard of care required by this Agreement, the higher standard shall prevail.

## **ARTICLE VII**

### **RELATIONSHIP OF THE PARTIES**

7.1 This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, or employer/employee relationship between the Authority and Lender, it being expressly understood that each party shall act as and be deemed to be an independent contractor. Neither party shall have any right to obligate or bind the other in any manner whatsoever and nothing contained herein shall give, or is intended to give, any rights of any kind to any third person.

## **ARTICLE VIII**

### **TERMINATION**

8.1 If, in the sole judgment of the Authority, Lender has failed to: (a) originate loans pursuant to the terms of this Agreement and the Origination Guide; (b) exercise proper quality control, documentation, and/or judgment in originating, processing or closing loans; (c) perform any duty or obligation of Lender to be performed pursuant to the terms of this Agreement or the Origination Guide; or (d) deposit funds with the Authority for transfer to the trustee, the Authority may terminate this Agreement immediately upon the giving of written notice to Lender. The right of the Authority to terminate hereunder shall not be affected in any way by the Authority's waiver or failure to act with respect to any previous default.

8.2 Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

8.3 This Agreement shall terminate immediately upon the statutory insolvency or bankruptcy of Lender.

8.4 Upon the termination of this Agreement, Lender shall forward to the Authority within thirty (30) days all loan documents, appraisals, insurance policies, credit and financial information and any other materials relating to all loans.

## **ARTICLE IX**

### **REPURCHASE OF LOANS**

9.1 If in the sole judgment of the Authority, Lender has made a misrepresentation of material fact, or has breached representations made in the Lender's Warranty, or has otherwise breached the terms of this Agreement or the Origination Guide with respect to any loan originated by Lender, the Authority may tender, and Lender shall repurchase within ten (10) days of the Authority's written tender, the loan for an amount equal to the unpaid principal balance, plus accrued interest and any reasonable expense, including legal expenses, incurred by the Authority on the loan.

9.2 If a Lender does not obtain mortgage insurance as required by the Origination Guide the Lender shall repurchase, or obtain the required mortgage insurance within ten (10) days of the Authority's written tender. The loans shall be repurchased for an amount equal to the unpaid principal balance, plus accrued interest and any reasonable expenses incurred by the Authority on the loan. In addition, the Lender shall pay all expenses, costs or damages incurred by the Authority resulting from the Lender failing to obtain mortgage insurance as required by the Origination Guide.

9.3 If a Lender does not timely submit documents to the Authority upon the closing of a loan according to the Origination Guide, the Lender at the sole discretion of the Authority shall repurchase the loan within ten (10) days of the Authority's written tender of the loan for an amount equal to the unpaid principal balance, plus accrued interest and any reasonable expenses incurred by the Authority on the loan.

## **ARTICLE X**

### **LIMITATION OF LIABILITY**

10.1 The Authority shall have no obligations or liability under this Agreement except for the purchase price of mortgage loans. No cancellation fee or other penalty will be due Lender upon any cancellation, sale or repurchase under this article. The Authority may sell any or all of the loans or the servicing of the loans to any person or entity at any price. Lender shall have the right to service loans only if the Authority agrees in a written service agreement.

## **ARTICLE XI**

### **REMEDIES**

11.1 The Authority shall be entitled to all remedies available at law or in equity, including but not limited to the right to: (a) tender any loan to Lender for repurchase as set forth in this Agreement and the Origination Guide; (b) terminate this Agreement; (c) seek equitable relief by way of injunction to prevent the breach or threatened breach of any of the provisions of this Agreement, or to require specific performance thereof; (d) seek damages, including consequential damages and

attorney's fees, arising by virtue of the Authority's sale of its bonds in reliance on Lender's compliance with the terms and conditions of this Agreement and the Origination Guide. Termination of this Agreement shall not diminish the Authority's rights hereunder. All remedies set forth herein shall be cumulative, and the exercise by the Authority of any one or more of them shall not in any way alter or diminish the Authority's right to any other remedy provided herein or by law or equity.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

12.1 This Agreement is made and entered in the State of Wisconsin and all questions as to the validity, construction, performance or enforcement hereof shall be governed by the laws of the State of Wisconsin.

12.2 The invalidity of any provision of this Agreement or of the Origination Guide shall in no way effect any other provision of this Agreement or of the Origination Guide, which shall remain in full force and effect.

12.3 This Agreement shall bind and inure to the benefit of the Authority and Lender and their respective successors in interest and permitted assigns. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all such counterparts shall constitute one and the same Agreement.

12.4 Upon request the Lender shall provide the Authority with a Recertification Form providing the financial and insurance information as disclosed in the Origination Guide.

12.5 All notices, tenders or demands made pursuant to this Agreement or the Origination Guide shall be made in writing and personally delivered or mailed to each party at the address set forth below:

LOAN ORIGINATION DIVISION  
WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY  
201 W WASHINGTON AVE  
P O BOX 2209  
MADISON WI 53701-2209

Lender: as on the second page of this Agreement.

***Lender Acknowledges That Lender Has Read This Agreement, Understands It, And Agrees To Be Bound By Its Terms. Lender Further Agrees That This Agreement Is The Complete And Exclusive Statement Of The Agreement Between The Parties, And That It Supersedes All Oral Or Written Proposals And All Other Communications Between The Parties Relating To The Subject Matter Of This Agreement.***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

LENDER

\_\_\_\_\_  
Name of Lender

By: \_\_\_\_\_  
Authorized Officer Title Date

\_\_\_\_\_  
(print or type name)

Attest:

\_\_\_\_\_  
Authorized Officer Title Date

\_\_\_\_\_  
(print or type name)

WISCONSIN HOUSING AND ECONOMIC  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Geoffrey Cooper Date  
Director – Single Family



**Authorization Agreement  
For Automated Clearing House (ACH) Transfers**

**LENDER NAME** \_\_\_\_\_ **LENDER #** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_ **PHONE # (\_\_\_\_)** \_\_\_\_\_

We hereby authorize the Wisconsin Housing and Economic Development Authority (WHEDA) to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to our account indicated below and the depository names below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

New Agreement       Revised Agreement

**Funds will be transferred to:**

Depository Name \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Transit/ABA Number \_\_\_\_\_

Account Number \_\_\_\_\_

Type of Account       Checking       Savings

This authority is to remain in full force and effect until WHEDA has received written notification from us of its termination in such time and in such manner as to afford WHEDA and DEPOSITORY a reasonable opportunity to act on it.

Dated as of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Send to:  
**WHEDA  
PO BOX 2209  
MADISON WI 53701-2209**