

Acorn Financial Group Inc.

2266 N. Prospect Ave Ste. 507

Milwaukee, WI 53202

(414)-272-2599

Fax: (414)-272-2899

Mortgage Loan Origination Agreement

You (the applicant) agree to enter into this Mortgage Loan Origination Agreement with Acorn Financial Group, Inc. as an independent contractor to apply for a residential mortgage loan from a participating lender with which we, from time to time, contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with Acorn Financial Group, Inc. on _____(date). We are licensed to act as a “Mortgage Originator”, “Mortgage Banker” under Wisconsin law.

Section 1. Nature of Relationship. In connection with this mortgage loan:

We are acting as an independent contractor

We will enter into separate independent contractor agreements with various lenders.

While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

Section 2. Our Compensation. The lenders whose loan products we distribute generally provide their loan products to us at wholesale rate.

The retail price we offer you- your interest rate, total points and fees- will include our compensation. In some cases, either you or the lender, or some combination thereof may pay us all of our compensation.

Alternatively, both you and the lender may pay us a portion of our compensation. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees. Also, in some cases, if you would rather pay less up-front, you may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender.

We may also be paid by the lender based on (1) the value of the Mortgage Loan or related servicing rights in the market place or (2) other services, goods or facilities performed or provided by us to the lender.

By signing below, Applicant(s) acknowledge receipt of a copy of this signed Assessment.

Acorn Financial Group, Inc.

Applicant(s)

Date

Applicant(s)

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This disclosure is being provided to you because you may have initially inquired about a mortgage loan or home equity loan through Acorn Financial Group, Inc.; and title insurance, real estate legal services, closing services, or document preparation services from the Law Office of John E. German; or realtor services through Charter Oak Real Estate, Ltd. and been referred by that company to another affiliated company. Because of these relationships, this referral may provide a financial benefit to the referring entity.

Set forth below, and on the Good Faith Estimate of Settlement Costs, is the estimated charge or range of charges for the settlement services listed. (These charges may not apply in all cases or may not be inclusive of all other fees). The provider(s) may be one of the above-referenced affiliated companies, or an unaffiliated provider. You are NOT required to use any particular company-affiliated provider(s) as a condition for the settlement of your loan. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and best rate for your services.

Settlement Service

Origination fee

Broker fee

Processing fee

Document Preparation fee

Credit Report fee

Flood Determination fee

Title Insurance

Attorney's fee/Closing fee

Recording fees

Mortgage Broker Commission

Realtor Commission

Charge or Range of Charges

1% of the loan amount

1-3% of loan amount

\$100-\$300

\$100-\$300

\$15-\$55

\$10-\$40

\$200-\$1000

\$125-\$800

\$15-\$150

up to 4% of loan amount

up to 6% of purchase price

ACKNOWLEDGMENT

I/We have read this disclosure form, and understand that the referring entity is referring to me/us to purchase the above-described service(s) and may receive a financial benefit as the result of the referral.

Applicant

Date

Applicant

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Interest Rate Lock-In Agreement

To Acorn Financial Group, Inc.

You have explained the risks of locking a rate at the time or electing to float the interest rate and points. On our loan request for _____ I/We elect to:

_____ **FLOAT THE INTEREST RATE.** We elect to “float” the interest rate and points. I/We understand that by floating I/We are not receiving a guarantee of a specific interest rate, points or loan type. I/We understand that if rate and/or should rise from where they are today, I/We could pay a higher interest rate or more points or both to secure a loan. If we subsequently elect to lock the rate, we shall notify you and confirm our wishes in writing immediately.

_____ **LOCK INTEREST RATE.** I/We authorize Acorn Financial Group, Inc. to “lock in” the interest rate and points for a period of _____ days from today’s date. I/We hereby apply for a loan at a rate of _____% fixed for _____ years/adjusting every _____ with total points of _____. (The rate will change after 5/7 years and be extendable as provided in the note.) However, if rates and or points are lower at the time of the closing or at any intervening point in time, I/We will not be able to secure that lower rate and/or points. Further, I/We understand that factors beyond the control of Acorn Financial will not be held liable for any expiration of my rate-lock due to part in supplying necessary information. I/We further understand that locking a rate does not assure that my/our loan will be approved, but only the terms which will apply if the loan is approved.

_____ **RATE CAP FLOAT DOWN.** I/We agree to a rate cap float down as per the attached.

I/We agree to fully cooperate with Acorn Financial Group, Inc. so that they can expedite the processing of the loan application. I/We acknowledge that any delay in supplying information or documentation to you may cause a delay in the processing of the mortgage loan application and approval. The closing date is anticipated to be approximately _____ but this closing date is not guaranteed by Acorn Financial Group, Inc. or its investors.

The terms of our real estate purchase agreement contain a mortgage contingency expiring on _____. Acorn Financial Group, Inc. shall not be responsible for obtaining an extension of this period from seller, nor shall Acorn Financial Group, Inc. and/or its investors be required to give me/us further notice of the expiration of this contingency period, not be responsible for communicating with the seller or seller’s representative regarding the commitment or the mortgage contingency.

Borrower

Borrower

Date

Acorn Financial Group, Inc.

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Retention Agreement

For a period of 120 days from the date hereof, the undersigned Applicant(s)/Borrower(s) hereby authorize Acorn Financial Group, Inc. to act as agent for the applicant/borrower in obtaining financing as described below. Acorn Financial Group, Inc. agrees to provide the following services:

- Obtain and review credit report, financial information, contracts, verifications, and authorizations.
- Discuss pertinent financial and credit information with potential lenders in order to facilitate loan approval.
- Package and submit loan file for approval.
- Accommodate Lender requests for conditions for final approval with the cooperation of borrower.
- Deliver and discuss Appraisal and Preliminary Title Policy with Lender.
- Coordinate attorney, accountant, real estate broker, as necessary to facilitate the loan closing.

This agreement creates an exclusive relationship between Acorn Financial Group, Inc. and Applicant(s). If Applicant(s) obtain(s) a mortgage on above referenced property during the term of this agreement either through his own efforts or that of a broker, the prospective borrower will be required to pay the broker fee set forth in the following paragraphs.

Acorn Financial Group, Inc. will negotiate a loan for the Applicant(s) with the following terms:

Loan Amount	\$ _____
Terms	_____ Months _____ Balloon
Approximate Monthly Payments	\$ _____
Approximate Interest Rate	_____ % + _____ Points
Fixed/Variable (Circle One)	

As compensation for Acorn Financial Group, Inc., the Applicant(s) will pay a fee of \$ _____. This and other fees (specified on the Good Faith Estimate) imposed on behalf of the Applicant(s) for appraisal of other services rendered incident to the processing of the application are not refundable and are due if the loan is canceled or rescinded. This fee is not for services rendered by the lender nor is it included in any finance charge disclosures.

Applicant(s) authorize the release of any information to Acorn Financial Group, Inc. relating to the disposition and status of the mortgage application.

Applicant/Borrower Signature

Applicant/Borrower Signature

Date

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Privacy Statement

Privacy policy of the affiliates of Acorn Financial Group, Inc.

A message to our customers:

At Acorn Financial Group, Inc. we have a long tradition of integrity and service. These are a part of our Company's core values, and are reflected in the way we serve our customers each day.

This privacy statement reflects the policy of all of the entities that make up the Acorn Financial Group, Inc. family of companies in the United States, as listed on the pages that follow. It describes how "nonpublic personal information," which includes customer and financial information, may be collected and shared, as well as the steps we take to protect this information from unauthorized access.

This policy applies both to current and former customers, and is designed to comply with the privacy provisions in Title V of the Gramm-Leach-Bliley Act, as well as applicable federal privacy regulations.

We take great care to safeguard your customer information and to ensure its accuracy.

- We limit employee access to nonpublic personal information to those who need to know this information in order to serve customer relationships. Employees are educated about the importance of privacy in accordance with our Standards of Conduct Policy
- We maintain physical, electronic, and procedural safeguards that comply with all applicable regulatory standards to guard your nonpublic personal information
- We strive to maintain complete, current and accurate information about you and your accounts. If you request a correction to our records, we will respond in a timely manner.

We collect customer information so we are able to offer you products and enhance the service we provide to you.

We collect and maintain nonpublic personal information in order to:

- Service your accounts and process your requests efficiently and accurately
- Identify you and protect your accounts from unauthorized access or identity theft.
- Inform you of financial services and choices that can meet your needs now and in the future.

This information may be collected from a variety of sources, including:

- Information we receive from you on applications or other loan or account forms, such as your name, address, and financial information.

Borrower: _____

Co-borrower: _____

Date: ___/___/___

- Information we receive through your transactions or experiences with affiliates with the Acorn Financial Group, Inc. family of companies, such as your account balance and securities holdings.
- Information we receive from outside companies, such as a credit reporting agency or real estate appraiser.

We may share information with nonaffiliated third parties who are acting on our behalf.

We may disclose all the information we collect, as described above. Information is shared with nonaffiliated third parties only when those parties are acting on our behalf, or as required or permitted by law. These third parties may include:

- Service providers who provide support services to help us administer your financial relationship. They may include check printers, data processing companies, companies that prepare account statements, or companies that help us market our products to you. **These companies are legally obligated to maintain the confidentiality of the information we provide to them**, and are restricted from using this information for any reason beyond the performance of specified services on our behalf.
- Companies who work with us under joint marketing agreements to provide you with financial services that we do not offer ourselves but we believe may be of interest to you. In such cases, we may share information we collect, as described above, but only as necessary to offer these services to you. **These companies are legally obligated to maintain the confidentiality of the information we provide to them**, and are restricted from using this information for any other reason than what is specified in the agreement.
- Other parties as permitted or required by applicable law. These may include, for example, government agencies in response to subpoenas and other legal processes, consumer reporting agencies, or those with whom you have authorized us to share information.

Within the Acorn Financial Group, Inc. family of companies, information may be shared in order to service your relationship and meet your financial needs.

The Acorn Financial Group, Inc. family of companies works together to help you achieve your financial goals. We may share information among our affiliated companies to process your transactions, such as ATM withdrawals or credit approvals, as well as to offer you additional financial services that may be of interest or value to you. As listed in this statement, the Acorn Financial Group, Inc. family of companies encompasses a number of different banks and companies that provide a wide range of quality financial services, including mortgages, investments, and insurance. In order to evaluate your needs and to introduce you to additional financial services, we are permitted to share among these companies information about your transactions, account history or other experiences with us.

In addition, we may also share within our family of companies non-experience information. Information received from applications or outside sources such as credit reporting agencies is considered non-experience information. Under the Fair Credit Reporting Act, you may advise us that you do not want us to share this non-experience information within the Acorn Financial Group, Inc. family of companies, by completing and mailing the attached Opt-Out.

Borrower: _____

Co-borrower: _____

Date: ___/___/___