

## **AGREEMENT TO CORRECT AND COMPLY**

**LENDER:**

**BORROWER(S):**

**LOAN AMOUNT: \$**

**DATE OF LOAN:**

**MORTGAGED PROPERTY ADDRESS:**

The Borrower(s) have requested a mortgage from Lender on the property identified above. In consideration for making this loan, and disbursing the mortgage loan proceeds, Borrower(s) acknowledges and agrees to comply with all of Borrower(s)' obligations as set forth in this Agreement. If the Lender agrees to make the loan, they will disburse or refinance the proceeds at closing provided that the Borrower(s) acknowledge their obligation to comply with the terms of this Agreement.

The intention of the Lender and the Borrower(s) is that the mortgage loan documents: (1) accurately describe the terms of the loan; (2) establish a valid mortgage lien upon the real estate to the exclusive satisfaction of the Lender; (3) contain all the documents required by the Lender or any institutional or private investor to enable the Lender to convey the loan to such investor; and (4) satisfy all statutes, rules, regulations and investor guidelines governing the transactions between Seller, Borrower and Lender.

Loan documents will be prepared and reviewed for completeness and accuracy. If, after settlement, it is discovered that clerical errors have been made, instruments left out or documents incomplete, or lost or destroyed, the Borrower(s) have the obligation and promise to cooperate with the Lender to correct such errors, omissions or losses. In order to do so, the Borrower(s) promise to execute any instrument requested by the Lender for the purpose of correcting any error, omission or loss within ten (10) days of receipt of notice from the Lender. At the election of the Lender, the Borrower(s) agree to return, in person, to the location where the settlement was conducted, if necessary, to correct such errors, omissions or losses. If such instruments are to replace lost documents, the Lender shall indemnify the Borrower(s) against duplicate or multiple liabilities.

It is further understood that our mortgage application may be selected by the Lender and/or its Successors or Assigns for POST-CLOSING QUALITY CONTROL REVIEW. This review is required by many secondary market Lenders in order to produce and maintain quality service for both the Borrower(s) and Investor(s).

Mortgage applications are selected randomly and include fully documented loans and/or limited documentation loans. When a loan is selected for Quality Control Review, all items on the loan application may be verified regardless of whether or not verification was previously requested by the originating Lender.

In the event our loan is selected for the Quality Control Review, we agree to cooperate and hereby authorize the Lender and/or its Successors or Assigns to verify the information provided in connection with our application.

The Borrower(s) acknowledge that their promise to satisfy the terms of this agreement is an integral part of this loan transaction and that the Lender may make this loan in reliance on the Borrower(s) promise. If the Borrower(s) refuse or fail to execute corrective or replacement instruments requested by the Lender, they shall be liable for any damages sustained by the Lender and court costs and attorney's fees incurred in the enforcement of this Agreement or correction of such error, omission or loss.

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Date

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Date

Rev. 2 10/2007