

FRANKLIN MORTGAGE CO.  
 4222 E. CAMELBACK RD., SUITE H200  
 PHOENIX, AZ 85018  
 PHONE (602) 224-5995 FAX (602) 954-8026

**ARIZONA  
 AGREEMENT CONCERNING REFUNDABILITY OF FEES AND ADVANCES**

AT THE TIME YOU MAKE APPLICATION YOU WILL BE REQUIRED TO PAY THE ADVANCES OR FEES, HEREAFTER REFERRED TO AS "FEES", LISTED IN THE SCHEDULE BELOW TO THE LENDER. YOU WILL BE REQUIRED TO PAY THESE FEES BEFORE WE CAN START PROCESSING YOUR APPLICATION. ANY OF THESE WHICH ARE PAID TO THIRD PARTIES (SUCH AS CREDIT REPORT AN APPRAISAL CHARGES), WILL BE NONREFUNDABLE REGARDLESS OF WHETHER YOUR APPLICATION IS APPROVED OR NOT. ALL OTHER FEES WILL BE REFUNDED TO YOU IF YOU ARE DENIED BECAUSE OF CREDIT OR APPRAISAL REASONS. IF FOR ANY REASON A SERVICE IS NOT ORDERED FROM A THIRD PARTY, OR NOT PERFORMED BY THE LENDER, THEN THAT FEE WILL BE REFUNDED TO YOU. IN ADDITION, FEES OTHER THAN THIRD PARTY CHARGES WILL BE NONREFUNDABLE IF YOU WITHDRAW YOUR APPLICATION.

FEES	AMOUNT	REFUNDABLE
APPRAISAL		YES
CREDIT REPORT		YES
LOCK-IN		
APPLICATION		
UNDERWRITING		YES
OTHER		

THIS AGREEMENT SERVES AS A CONTRACT BETWEEN YOU AND THE LENDER. ALL FEES COLLECTED WILL BE IMMEDIATELY DEPOSITED IN A TRUST ACCOUNT IN A BANK, SAVINGS BANK OR SAVINGS AND LOAN ASSOCIATION FULLY INSURED BY THE FDIC OR ANY SUCCESSOR AGENCY AND SHALL NOT BE COMMINGLED WITH ANY OTHER MONEYS. THE TRUST ACCOUNT SHALL DESIGNATE THE LENDER AS TRUSTEE AND SHALL PROVIDE FOR WITHDRAWAL OF MONEYS WITHOUT PREVIOUS NOTICE. WITHDRAWALS FROM THE TRUST ACCOUNT WILL ONLY BE DISBURSED ACCORDING TO THE TERMS OF THIS AGREEMENT. IF THE LOAN IS DECLINED BY THE LENDER OR CANCELED BY YOU, ALL DOCUMENTS PROVIDED BY OR AT THE EXPENSE OF YOU INCLUDING ANY APPRAISALS, ARE YOUR PROPERTY. AT YOUR DISCRETION, THE DOCUMENTS SHALL BE RETURNED OR TRANSFERRED TO ANY FINANCIAL INSTITUTION OR ENTERPRISE SO DESIGNATED WITHOUT ADDITIONAL CONSIDERATION EXCEPT FOR FEES FOR WHICH YOU HAVE PREVIOUSLY CONTRACTED, PROVIDED THAT ANY SUCH DOCUMENT IS NOT PROHIBITED BY LAW FROM BEING TRANSFERRED OR RETURNED.

THIS AGREEMENT DOES NOT CONSTITUTE A COMMITMENT BY THE LENDER TO MAKE A MORTGAGE LOAN TO YOU.

YOU HAVE THE RIGHT TO A COPY OF THE APPRAISAL REPORT OBTAINED IN CONNECTION WITH YOUR APPLICATION FOR FAIR CREDIT PROVIDED THAT, IF REQUIRED YOU HAVE TO PAY FOR OR ARE WILLING TO PAY FOR THE APPRAISAL. YOU CAN GET A COPY OF THIS REPORT BY WRITING TO US AT THE ADDRESS LISTED ABOVE. YOU CAN TELEPHONE US INSTEAD OF WRITING, BUT BY DOING SO, YOU ARE NOT ASSURED OF PRESERVING YOUR RIGHTS.

YOU ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT BEFORE PAYMENTS OF ANY FEES TO THE LENDER IN CONNECTION WITH YOUR APPLICATION FOR A MORTGAGE LOAN.

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 FRANKLIN MORTGAGE

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