

MORTGAGE ORIGATION AND SALE AGREEMENT

BY AND AMONG

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

(“AUTHORITY” or “IHCDA”)

AND

PARTICIPANT

(DEFINED HEREIN)

AND

MASTER SERVICER

(DEFINED HEREIN)

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## **MORTGAGE ORIGINATION AND SALE AGREEMENT INTRODUCTION**

Read this document thoroughly and in its entirety. If you wish to participate in IHCD's mortgage programs, you must complete the signature page attached hereto. Please complete and execute all applicable areas of this Mortgage Origination and Sale Agreement via ADOBE Sign.

After the Participating Lender's completion and execution of the Mortgage Origination and Sale Agreement it will be executed by IHCD's Executive Director and returned to the Participating Lender.

The fee to participate is \$2,000.00.

Please pay via the following portal <https://appengine.egov.com/apps/in/mosa>

Please e-mail the Homeownership Department at [mosa@ihcda.IN.gov](mailto:mosa@ihcda.IN.gov) with any questions that you may have regarding this process.

**THIS MORTGAGE ORIGINATION AND SALE AGREEMENT (MOSA) IS IN EFFECT UNTIL  
DECEMBER 31, 2024.**

# HOMEOWNERSHIP MORTGAGE ORIGINATION AND SALE AGREEMENT

This Mortgage Origination and Sale Agreement dated as of \_\_\_\_\_, 202\_\_ (this “Origination Agreement” or “MOSA”), is by and among the Indiana Housing and Community Development Authority (“Authority” or “IHCDA”), the Master Servicer and \_\_\_\_\_ (“Participant”).

## RECITALS

WHEREAS, the following facts are true:

All capitalized terms are used as defined herein.

This Origination Agreement, as may be supplemented and amended from time to time as provided herein, governs the roles of the parties hereto regarding the Programs.

The Participant is not obligated by virtue of its execution hereof to originate Mortgage Loans until it delivers a Reservation Request for one (1) or more particular Mortgage Loans to the Authority, as further provided in this Origination Agreement and the related Program Guides, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I.

### DEFINITIONS

Unless otherwise defined herein, all words and phrases defined in the Servicer Agreement and the Program Guides are used herein as so defined.

The following words and phrases have the meanings specified below:

“Certificate” means a GNMA Certificate, FNMA Certificate or FHLMC Certificate.

“Code” means the Internal Revenue Code of 1986, as amended, any predecessor to the Code and any rules or regulations promulgated thereunder.

“Down Payment Assistance Loans” means those loans designated as such and provided by the Authority.

“Eligible Borrower” means any person meeting the qualifications of the Program and the applicable Program Guide.

“FHA” means the Federal Housing Administration of the United States Department of Housing and Urban Development, or such other agency or instrumentality created or chartered by the United States to which the powers of the Federal Housing Administration have been transferred.

“FHA Insurance” means FHA mortgage insurance issued under one of the FHA Insurance programs for one (1) unit dwellings pursuant to the National Housing Act.

“FHA Loan Mortgage Addendum” means an addendum to the Mortgage.

“FHA Mortgage Rider” means a legal addendum to the first FHA mortgage.

“FHLMC” means the Federal Home Loan Mortgage Corporation.

“FHLMC Certificate” means a certificate purchased by the Trustee, issued by the Master Servicer and guaranteed by FHLMC.

“FNMA” means the Federal National Mortgage Association.

“FNMA Certificate” means a certificate purchased by the Trustee, issued by the Master Servicer and guaranteed by FNMA.

“GNMA” means the Government National Mortgage Association, a wholly owned corporate instrumentality of the United States Department of Housing and Urban Development and any successor to its functions.

“GNMA Certificate” means a certificate purchased by the Trustee, issued by the Master Servicer and guaranteed by GNMA pursuant to GNMA’s GNMA Mortgage-Backed Securities Programs and other related provisions under the National Housing Act of 1934, as amended, and based on and backed by Mortgage Loans referred to in the GNMA Guaranty Agreement.

“GNMA Guaranty Agreement” means one (1) or more guaranty agreements in the form set forth in the GNMA Guide between the Master Servicer and GNMA now or hereafter in effect pursuant to which GNMA has agreed or will agree to guarantee GNMA Certificates backed by Mortgage Loans.

“GNMA Guide” means either the GNMA I or II Mortgage-Backed Security Guides, GNMA Handbook 5500.1, GNMA Handbook 5500.2 or GNMA Handbook 5500.3, as amended from time to time, for the GNMA Mortgage-Backed Securities Program pursuant to which GNMA Certificate can be purchased.

“GNMA Pool” means the assemblage of Mortgage Loans backing the issuance of GNMA Certificates.

“IHCDA Informational Statement” means IHCDA’s document that is given to an Eligible Borrower containing information regarding its Second Mortgage Loan.

“IHCDA’s DMS Authority Online (“DMS”)” means the online system used by the Authority and participating lenders to access, manage and verify the program being utilized.

“Loan(s)” means the Mortgage Loan(s) and the Second Mortgage Loan(s).

“Master Servicer” or “Servicer” means the entity selected by the Authority to purchase Loans from Participants as specified from time to time by the Authority and as set forth in the applicable Program Guide and any successors or assigns of such entity or entities and any successors and assigns thereof, including any sub-servicer.

“Mortgage” means the interest in the Mortgaged Property creating a first lien thereon and providing security for the Mortgage Loan.

“Mortgage File” means all documents related to a Loan as referenced in the applicable Program Guide.

“Mortgage Loan” means any obligation secured by real property in the State upon which a one (1) unit dwelling is located and is to be acquired by the Master Servicer pursuant to the Servicer Agreement which meets the requirements of the applicable Program, this Origination Agreement, and the Servicer Agreement.

“Mortgage Note” means, with respect to each Eligible Borrower receiving a Loan, the Promissory Note entered into by him or her in connection therewith.

“Mortgaged Property” means the real property, consisting of a one (1) unit dwelling, located in the State which is subject to a specified Mortgage securing the Mortgage Loan relating thereto, or a specified Second Mortgage securing the Second Mortgage Loan relating thereto.

“Mortgagor” means an Eligible Borrower who has received a Loan from the Participant secured by (a) a Mortgage on the Mortgaged Property in the case of Mortgage Loans, (b) a Second Mortgage on the Mortgaged Property in the case of Second Mortgage Loans, as applicable.

“Non-Qualifying Mortgage Loan” means any Loan which does not conform to the applicable Program, Program Guide, the Servicer, the FHLMC Guide, the FNMA Guide or the GNMA Guide, as the case may be Agreement.

“Notice Address” means the address specified on the signature page to this document with respect to the Authority, the Participant and the Servicer or such other address as may be specified by any of the parties hereto in writing.

“Program” or “Programs” means the Authority’s Next Home Program, First Place Program, and or any other program created by IHCDA during the term of this Origination Agreement for the financing or refinancing of loans for residential housing established by the Authority pursuant to applicable statutes, this Origination Agreement and the Next Home Program Guide, First Place Program Guide, or any other program guide created by IHCDA during the term of this Origination Agreement as may be applicable, as the same may be amended or discontinued from time to time or as new programs are added from time to time.

“Program Guide” means the Next Home Program Guide, First Place Program Guide, and or any other program guide created by IHCDA during the term of this Origination Agreement, as may be applicable, to the Participant and the Master Servicer and adopted by the Authority, as the same may be revised, amended, altered, supplemented or discontinued from time to time or as a new guide with respect to new programs that are added from time to time.

“Registration Fee” means the fee that must be paid by the Participant to participate in the Program(s).

“Request to Repurchase” means a request made by the Servicer pursuant to Section 2.02(z) or Section 3.07 hereof.

“Reservation” means a Reservation Request approved by the Authority.

“Reservation Fee” means the fee set forth in the applicable Program Guide, relating to the aggregate principal amount of the particular Mortgage Loans which the Participant has committed to originate and sell to the Servicer pursuant to a Reservation Request, payable contemporaneously with the submission of the corresponding application package, all in accordance with the procedures set forth in the applicable Program Guide.

“Reservation Request” means a request received by the Authority from the Participant for a reservation of funds with respect to one or more specified Mortgage Loans which the Participant commits to originate and

sell to the Servicer in accordance with the provisions of this Origination Agreement.

“Rules and Regulations” means the rules and regulations promulgated by the Authority as in effect from time to time establishing, among other things, procedures for the Participant’s acceptance of applications for Loans.

“Second Mortgage” means the interest in the Mortgaged Property creating a lien thereon second in priority only to the Mortgage and providing security for the Second Mortgage Loan.

“Second Mortgage Loan” means an obligation secured by a Second Mortgage on real property located in the State, including Down Payment Assistance Loans, second in priority only to a Mortgage Loan.

“Servicer Agreement” means any Servicer Agreement among the Authority and a Servicer relating to a group of Loans.

“State” means the State of Indiana.

“Trustee” means The Bank of New York Mellon Trust Company, N.A. and its successor or successors and assigns.

## **ARTICLE II.**

### **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Section 2.01. Representations, Warranties and Covenants of Participant. Participant represents and warrants to, and covenants with, the Servicer and the Authority during the term of this Origination Agreement:

- (a) Participant is a corporation or association duly organized, validly existing and in good standing under the laws of the state in which it was chartered or incorporated, or is duly chartered or incorporated under federal law, is duly authorized to transact business in the State and in every other state in which its business requires such authorization, and customarily provides service or otherwise aids in financing mortgages located in the State.
- (b) Participant will remain subject to supervision and examination by State or federal authorities, as may be applicable, and will remain in good standing and qualified to do business under the laws of the United States of America, and under the laws of each state, including the State, in which such qualification is required, and will not dissolve or otherwise dispose of all or substantially all of its assets without providing the Authority with thirty (30) days’ notice in writing pursuant to Section 8.03 hereof. However, Participant may, subject to the Authority’s right of consent contained herein in Section 4.01 hereof, without violating the provisions of this subsection, consolidate with or merge into another entity, or permit one (1) or more entities to consolidate with or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets as an entirety and thereafter dissolve so long as such new or surviving entity assumes all obligations of the Participant to the Authority, including but not limited to, this Origination Agreement.
- (c) Participant has the power to execute and deliver and accept the terms of this Origination Agreement, to enter into the transactions contemplated by this Origination Agreement, and the acceptance and performance of this Origination Agreement have been duly authorized by all necessary corporate and other action.



- (d) The execution and delivery of this Origination Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions hereof or any of the other documents contemplated hereby to which the Participant is a party, will not conflict with or result in any breach or violation of any of the terms, conditions or provisions of any applicable laws, including regulations, by laws, articles of organization or incorporation, authorizing documents or any agreement or instrument to which Participant is now a party or by which it is bound, or constitute a default under any of the foregoing.
- (e) This Origination Agreement constitutes a valid and legally binding agreement among the parties hereto.
- (f) Participant is currently authorized to make Loans in the State.
- (g) Except as otherwise waived, in writing, by the Authority in its sole discretion, Participant is and will at all times during the term of this Origination Agreement be an FHA, FHLMC, GNMA or FNMA approved mortgage lender, as applicable to the type of Loans being originated by the Participant, or an approved seller of Loans insured by FHA and in good standing with FHA, FHLMC, GNMA or FNMA, as applicable to the type of Loans being originated by the Participant, possessing without restriction all rights and privileges thereunder.
- (h) Participant is in good standing under all prior programs of the Authority in which it has previously participated, if any.
- (i) Participant will comply, with respect to each Loan, with all rules and requirements of the applicable Program Guide, and all applicable FHA rules and regulations, FHLMC Guide, FNMA Guide, and the GNMA Guide, as the case may be, guidelines from the Master Servicer, all Rules and Regulations, and all other agreements contemplated herein and therein.
- (j) Participant shall promptly provide such information as reasonably requested by the Servicer including, without limiting the foregoing, such information as requested by the Servicer to enable Servicer to meet its reporting requirements under the Servicer Agreement.
- (k) Participant shall immediately notify the Servicer and the Authority of any suspension or termination of powers to do business as contemplated by this Origination Agreement, or any substantial changes in personnel of Participant's loan originating staff or administration.
- (l) The Participant is aware and understands that the Authority may from time to time be required to withhold certain credits or funds for use only in areas designated as Targeted Areas (as defined in Section 143 of the Code) in the Program Guides, as may be applicable (provided, this subsection shall not be applicable to the Next Home Program, First Place or other Programs not utilizing proceeds of tax-exempt bonds).
- (m) Upon purchase of a Loan, the Participant shall transfer all servicing rights thereto to the Servicer and deliver to the Servicer (i) all moneys in its possession and all escrow funds and accounts pertaining to or in any way relating to the Loan; (ii) documents sufficient to enable the Servicer to service the Loan; (iii) documents evidencing compliance with all applicable laws; and (iv) such other documents as may be requested by the Servicer, the Trustee or the Authority from time to time.
- (n) Upon purchase of a Loan by the Master Servicer or sub-servicer, the Participant shall be paid a one and

seventy-five hundredths' percent (1.75%) Sales Release Premium (SRP) of the first mortgage amount minus any and all other fees including but not limited to extension fees under the Next Home Program Guide and First Place Program Guide or, alternatively, any other fees as outlined under any other Program or Program Guide.

- (o) The execution and delivery of this Origination Agreement and the performance and compliance with its terms by the Participant do not require the consent or approval of any governmental body, or if such consent or approval is required, it has been obtained.
- (p) No litigation is pending or, to the best of Participant's knowledge, threatened against it with respect to this Origination Agreement or the consummation of the transactions contemplated hereby.

Section 2.02. Representations, Warranties and Covenants With Respect to Loans. The Participant hereby makes the following representations, warranties and covenants to the Servicer, Trustee and Authority as to each Loan. Each representation, warranty and covenant is deemed made as of the date of this Origination Agreement and thereafter as of each and every date Participant makes and sells a Loan to the Servicer. The Servicer, Trustee and Authority shall be deemed to have conclusively relied on the representations, warranties and covenants, regardless of any independent investigation the Servicer, Trustee and Authority may have made or may thereafter make.

- (a) The Loan, Mortgage File, and the Mortgagor(s) shall conform in every respect to the requirements of the following:
  - i. This Origination Agreement;
  - ii. The applicable Program Guide, the FHLMC Guide, the GNMA Guide, and the FNMA Guide, whichever is applicable;
  - iii. Policies and directives of the Master Servicer; and
  - iv. Indiana Housing and Community Development Authority Rules and Requirements;
  - v. The Code.
- (b) The Mortgage File, Uniform Mortgage Rider, FHA Mortgage Rider, FHA Loan Mortgage Addendum, Mortgage Note, IHCDA's Informational Statement, Second Mortgage Loan and all documents related thereto have been duly executed by the Mortgagor(s) and create valid, subsisting and legally binding obligations of the Mortgagor(s). The Mortgage shall be duly acknowledged and recorded and shall be a valid and prior first lien on the Mortgaged Property securing the Mortgage Loan which is superior to all other liens or lien claims except for taxes and assessments not yet due and payable, and covenants, conditions and restrictions, right of way, easements and other matters of public record as of the date of recording being generally acceptable to mortgage lending institutions. The Second Mortgage shall be duly acknowledged and recorded and shall be a valid and prior lien on the Mortgaged Property securing the Second Mortgage Loan which is superior to all other liens or lien claims except only for the Mortgage Loan and taxes and assessments not yet due and payable and covenants, conditions and restrictions, right of way, easements and other matters of public record as of the date of recording being generally acceptable to mortgage lending institutions.
- (c) The Mortgage File, as delivered to the Authority or as transferred to the Servicer, as applicable, shall be genuine and shall be in every respect the same documents which they purport to be.
- (d) Participant shall be the sole owner of the Loan and shall have authority to sell, transfer, and assign the same on the terms set forth herein, and Participant shall not assign, sell, or hypothecate the Loan or Mortgage or Second Mortgage, as the case may be, except for the usual hypothecation in connection

with Participant's normal banking transactions in the conduct of its business which hypothecation shall be fully released and canceled prior to the sale and transfer of the Loan by Participant to the Servicer.

- (e) Neither Participant nor any prior holder of the Mortgage or the Second Mortgage, as the case may be, has modified the Mortgage or Second Mortgage, as the case may be, in any material respect; satisfied, canceled, or subordinated the Mortgage or Second Mortgage, as the case may be, in whole or in part from the lien of the Mortgage or Second Mortgage, as the case may be; or executed any instrument of release, cancellation, modification, or satisfaction of the Loan.
- (f) Participant has not entered into any servicing agreement with respect to the Loan nor is the Participant or the Loan subject to any other contractual or governmental restrictions, which would impair the ability of Servicer or the ability of its successors or any other assignees to service the Loans.
- (g) The full principal amount of each Loan shall be advanced to the Mortgagor(s) either by payment directly to the Mortgagor(s) or by payment made on the Mortgagor(s) request or approval. All costs, taxes, fees, and expenses incurred in making and closing the Loan and in recording and assigning the Mortgage, the Second Mortgage as the case may be, shall be paid by the Participant. The terms of each Loan shall in no way change or be modified; and all payments required under the terms of the loan shall meet the requirements established in the Master Servicer Agreement.
- (h) Each Mortgage Loan which is to be insured by the FHLMC, GNMA and FNMA, shall be in full compliance with all requirements of the FHLMC Guide, GNMA Guide and the FNMA Guide, as applicable.
- (i) With regard to escrow deposits for real estate taxes and hazard insurance, there are no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made, and no such escrow deposit shall be capitalized under the Mortgage or Mortgage Note, or the Second Mortgage or Second Mortgage Note.
- (j) Participant shall comply with and observe any and all applicable laws, rules, regulations and executive orders of any federal, state and local governmental or regulatory body including, without limitation, the Federal Truth-in-Lending Act, Real Estate Settlement Procedures Act, the Integrated Mortgage Disclosure under the Real Estate Settlement Procedures Act Regulation X and the Truth In Lending Act Regulation Z, promulgated under Sections 1098 and 1100A of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Flood Disaster Protection Act, and licensing laws, rules, or regulations regulating real estate lending; Participant shall furnish Servicer with evidence of compliance therewith if applicable upon Servicer's request.
- (k) Participant shall comply with and observe any, and all applicable laws, rules, regulations and executive orders established by the Consumer Financial Protection Bureau ("CFPB") and the Federal Housing Finance Agency ("FHFA"), including the Integrated Mortgage Disclosure under the Real Estate Settlement Procedures Act (Regulation X) and the Truth-In- Lending Act (Regulation Z) promulgated under Sections 1098 and 1100A of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- (l) At origination, the Mortgaged Property shall be free and clear of all liens of the kind which are or could be prior to the lien of the Mortgage and Second Mortgage and no rights shall be outstanding which under law would give rise to any such lien except for (i) taxes and assessments not yet due and payable, or (ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording being generally acceptable to mortgage lending institutions.

- (m) All of the improvements which are included for the purpose of determining the appraised value of the Mortgaged Property shall be wholly within the boundaries and building restriction lines of such property, and no improvements on adjoining properties shall encroach upon the Mortgaged Property.
- (n) The Mortgage Loan and the Second Mortgage Loan, as applicable, shall not be subject to any right of rescission, set-off, counterclaim or defense which could render the Mortgage Loan or the Second Mortgage Loan, as applicable, or their respective notes unenforceable.
- (o) The Participant shall complete the following tasks: (1) verify the accuracy and/or veracity of statements made regarding any Mortgagor's household size and/or household income; (2) properly document any of the aforementioned in accordance with the applicable Program Guide, and (3) submit any documentation necessary to complete the Loan and/or clear any conditions listed in the IHCD's DMS Authority Online ("DMS").
- (p) There shall be in existence a fully paid, valid and enforceable loan policy of title insurance issued by a title insurance company which has been approved by the Servicer that insures the Mortgage Loan and the Second Mortgage Loan, as applicable. Such title policy shall be for an amount that is at least equal to the original principal balance of the Mortgage Loan and the Second Mortgage Loan, as applicable. Said policy shall insure the Participant and any other party as may be required by FHA, FHLMC, GNMA or FNMA, as the case may be, as their respective interests may appear, as to first priority of lien of the Mortgage in the amount of the original principal amount of the Mortgage Loan and as to second priority of the Second Mortgage, as applicable, in the amount of the original principal amount of the Second Mortgage Loan.
- (q) The Participant agrees that the Mortgaged Property acquired through the Program must be used by the Eligible Borrower(s) as his or her (or their) principal residence and must be occupied by Eligible Borrower(s) within sixty (60) days of closing. A residence that an Eligible Borrower intends to use as an investment property, rental property, or a recreational home would not qualify as a principal residence.
- (r) The related Mortgage Note shall be payable on the first day of each month in self-amortizing equal monthly installments of principal and interest, with interest payable in arrears, providing for full amortization by maturity over an original term of 360 months. The Mortgage shall have a fixed interest rate for the entire term of the Mortgage Loan.
- (s) All structures upon the Mortgaged Property shall be insured against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the Mortgaged Property is located, pursuant to fire and hazard insurance policies with extended coverage. In addition, if the Mortgaged Property is situated in a designated flood zone, there shall be in effect an appropriate national flood insurance program insurance policy.
- (t) The real property shall be improved with an owner-occupied one (1) unit dwelling.
- (u) The assignment of the Loan from Participant to Servicer shall be valid and sufficient to assign to and perfect in Servicer all the Mortgagee's rights, title, and interest in and to the Loan. The Loan shall be freely assignable and transferable by Servicer and the sale and transfer of the Loan from Participant to Servicer shall be free and clear of any and all liens or encumbrances.
- (v) All documents submitted by Participant pursuant to the Program Guide, as may be applicable, shall be genuine and original as required by; and all other representations by Participant as to each Loan shall

be true and correct and shall meet the applicable requirements and specifications of the applicable Program Guide, GNMA Guide, FHA Guide, FHLMC Guide or FNMA Guide, as applicable, the Authority and the Servicer.

- (w) There is no proceeding pending for the total or partial condemnation of the Mortgaged Property, and such property shall not be damaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado, or other casualty.
- (x) At origination, the date of closing or purchase by Servicer, no improvement located on or consisting of a part of the Mortgaged Property shall be in violation of any applicable zoning law or regulation; all inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property, and with respect to the use and occupancy of the same, including, but not limited to, certificates of occupancy and fire underwriting certificates, shall have been made or obtained from the appropriate authorities; and the Mortgaged Property shall be lawfully occupied under applicable law.
- (y) No circumstances or conditions shall exist with respect to the Mortgage, the Mortgaged Property, the Mortgagor, or the Mortgagor's credit standing that could be reasonably expected to cause the FHA, FHLMC or GNMA, as the case may be or FNMA, as applicable, to regard the Mortgage Loan as a non-qualifying Mortgage Loan unacceptable, cause the Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan or the Second Mortgage Loan.
- (z) Participant shall repurchase or reimburse the Authority for the funds advanced by it for a Second Mortgage Loan or the Servicer, pursuant to a Request to Repurchase, for any Loan originated by Participant and subsequently purchased by the Servicer pursuant to this Origination Agreement upon the occurrence of any of the following:
  - i. Any false statement, misstatement, or act of omission of material fact contained in the Loan documentation resulting from Participant's negligence or failure to exercise due diligence; or
  - ii. Participant fails to obtain FHA, VA or RHS guaranty insurance or private mortgage insurance for any Loan, or if such insurance or guaranty lapses or for any reason becomes unavailable, as a result of any negligent act of the Participant or omission by Participant, or the failure by Participant to obtain such insurance or guaranty within ninety (90) days from the date of purchase; or
  - iii. The Servicer is required to repurchase any Loan it sold to any investor, including, but not limited to, FHLMC, GNMA or FNMA and the Loan has been determined to be ineligible for purchase or not of acceptable quality either by investor demand, quality control review or indemnification demand or was ineligible for purchase as a result of a violation of any Program guidelines or for the said loan product or private mortgage insurance guidelines; or
  - iv. If any representation or warranty made by Participant under this Origination Agreement with respect to any Loan shall be, in whole or in part, with or without knowledge of the Participant, false at the time when made by Participant or becomes false upon the occurrence of subsequent events; or
  - v. Any material fraud, misrepresentation or act of omission with respect to the information submitted for a particular Loan is determined to exist by the Servicer or another investor. This includes, but is not limited to, Mortgagor or other third-party fraud or misrepresentation, and any misrepresentation of Mortgagor's income, funds on deposit, employment, or occupancy status of the Mortgaged Property; or
  - vi. If the Participant is negligent: (1) in verifying the accuracy and/or veracity of statements made regarding any Mortgagor's household size and/or Mortgagor(s) income; or (2) in properly

- documenting any of the aforementioned in accordance with the applicable Program Guide, or (3) in failing to submit any documentation necessary to complete the Loan and/or clear any conditions listed in IHCD's DMS Authority Online ("DMS"); or
- vii. The Participant breaches any covenant or obligation to the Authority or the Servicer under this Origination Agreement or the applicable Program Guide.

The repurchase price for any Loan that Participant is required to repurchase from the Master Servicer shall be an amount equal to its then unpaid principal balance of the Loan on the date of repurchase, plus accrued interest, any servicing release premium paid, any Down Payment Assistance Loan and direct expenses (including attorney's fees) incurred by the Servicer for any actions taken by it concerning, as a result of, or in connection with, any of the events or circumstances set forth herein as cause for repurchase.

- (aa) The Participant will consider all applications for Loans in the order in which they are received on a fair and equal basis and will not reject an application because of the location and or age of the property, and, in the case of a proposed Mortgagor(s), will not vary the terms of a Loan or the application procedures therefore, or reject a Loan applicant based on the race, color, religion, national origin, age, sex, sexual orientation or marital status of such applicant. Except as may otherwise be expressly provided in this Origination Agreement, the Participant shall not enter into any agreement or arrangement with any person, firm or corporation to prefer any applicant or group of applicants for Loans over any other applicant or group of applicants for such Loans. In accepting, evaluating and acting upon such applications, the Participant shall comply, if applicable, with the Equal Credit Opportunity Act and Regulation B promulgated thereunder. All applications for Loans and evidence of actions taken with respect thereto shall be retained by the Participant for the longer of three (3) years from the date of the application or three (3) years from the date a loan is paid in full or sold.
- (bb) Participant shall timely comply with the reporting requirements required by the applicable Program Guide, the GNMA Guide, the FHLMC Guide or FNMA guidelines, as applicable to the type of financing, and the Servicer Agreement.

Section 2.03. Representations, Warranties and Covenants With Respect to Inspections. In accordance with FHA Mortgagee Letters 99-18, 2004-04 and 2005-01, Participant must advise each Eligible Borrower of the importance of obtaining an independent home inspection for any home it plans to purchase.

Section 2.04. Representations, Warranties and Covenants With Respect to Each Reservation Request. The representations, warranties and covenants provided in this Article II shall be deemed restated by the Participant upon making a Reservation Request with respect to such matters as they relate to each.

Section 2.05. Survival of Representations, Warranties and Covenants. It is understood and agreed that the representations, warranties and covenants set forth in this Origination Agreement shall survive and continue in force for the full remaining life of any Loan or Loan purchased by the Servicer notwithstanding a restrictive or qualified endorsement of any Mortgage or Second Mortgage, as the case may be, or any restrictive or qualified language contained in any assignment of Mortgage or Second Mortgage, as the case may be.

### **ARTICLE III.**

#### **OPERATION OF PROGRAM**

Section 3.01. Acceptance of Participants. Upon the Authority's receipt of the non-refundable,

Registration Fee, an Indiana Housing and Community Development Authority Program Registration Form that has been properly completed by the Participant, and an acknowledgment of the receipt and approval of this Origination Agreement, which shall be indicated by the signature of a representative of the Authority on the signature page hereof, the Participant shall be accepted to serve as a participating originator of Loans under the applicable Program(s).

Section 3.02. Loan Applications and Originations. The Participant agrees to use its best efforts to present information regarding the Program to all Eligible Borrower(s) and to use its best efforts to originate Loans for Eligible Borrowers in accordance with this Origination Agreement and the applicable Program Guide.

Section 3.03. Reservation Requests and Reservation Fees. For each Loan or group of Loans which the Participant desires to originate through the Program, the Participant shall make a Reservation Request pursuant to the procedures set forth in the applicable Program Guide. The accepted Reservation Request shall constitute the Participant's agreement to originate the particular Loan(s) as soon as practicable pursuant to the procedures set forth in the applicable Program Guide, the GNMA Guide, the FHMLC Guide or FNMA guidelines, as applicable to the type of financing. The Participant agrees that prior to issuing a commitment for a Loan to an Eligible Borrower for the purchase of a one (1) unit dwelling, the Participant shall have first received an accepted Reservation Request from the Authority with respect to the particular Loan.

SPECIFIC REFERENCE IS HEREBY MADE TO THE PROGRAM GUIDES MADE AVAILABLE AS AMENDED FROM TIME TO TIME AT [HTTPS://WWW.IN.GOV/IHCDA/HOMEBUYERS/PROGRAMS/](https://www.in.gov/IHCDA/HOMEBUYERS/PROGRAMS/)

THE PROVISIONS OF THE PROGRAM GUIDES MADE AVAILABLE FROM TIME TO TIME AT [HTTPS://WWW.IN.GOV/IHCDA/HOMEBUYERS/PROGRAMS/](https://www.in.gov/IHCDA/HOMEBUYERS/PROGRAMS/)

ARE HEREBY INCORPORATED HEREIN BY REFERENCE AND ARE DEEMED TO BE A PART OF THIS ORIGINATION AGREEMENT.

Section 3.04. Servicer to Purchase and Service Loans. The Servicer has agreed to purchase the Loans from the Participant and to service such Loans as provided in the applicable Program Guide, the Servicer Agreement, the GNMA Guide, the FHLMC Guide or the FNMA guidelines, as applicable to the type of financing; provided, however, the Servicer is not obligated to purchase Loans which are not current with respect to all payments required under such Loan, including, but not limited to, the payment of principal and interest and escrow payments for taxes and hazard insurance, or otherwise not in compliance with the applicable Program Guide.

Section 3.05. Loan Terms and Procedures for Sale to the Servicer. Loans shall contain the terms and be subject to the requirements provided in the applicable Program Guide and any agreement entered into between the Servicer and the Participant. The procedures applicable to origination of Loans will be governed by the applicable Program Guide. The sale of Loans to the Servicer will be governed by the applicable Program Guide and any agreement entered into between the Servicer and the Participant.

Section 3.06. Fees and Costs. In connection with each Mortgage Loan, the Participant may charge and collect a Reservation Fee as provided in and subject to the conditions of the applicable Program Guide. The Participant may also only charge a maximum amount on each loan with respect to Origination Fees that are limited to one percent (1.00%), regardless of who is paying the applicable fee, under the Programs utilizing tax-exempt bond proceeds (not applicable to the other Programs that provide no limit on fees). In addition, the maximum amount a lender may charge in direct lender paid fees will be limited to one thousand four hundred ninety-five dollars (\$1,495) under the Programs utilizing tax-exempt bond proceeds (this section is not applicable to the other Programs that provide no limit on fees).

Section 3.07. Defective Documents and Non-Qualifying Mortgage Loans. The applicable Program Guides, this Origination Agreement, and any agreement entered into between the Servicer and the Participant shall provide the rules governing the duties of the Participant in connection with defective Loan documentation and Non-Qualifying Mortgage Loans. If the Participant has (a) delivered an improperly documented or Non-Qualifying Mortgage Loan; (b) failed to remain in compliance with any of the representations set forth in this Origination Agreement; or (c) breached any of the warranties or covenants set forth in the applicable Program Guide, the Participant shall repurchase such Loan pursuant to a Request to Repurchase. Notwithstanding Section 2.02(z) hereof, the Repurchase Price shall be determined by the Master Servicer. The Authority may, in its sole discretion cancel the applicable Mortgage Credit Certificate, if applicable.

Section 3.08. Proceeds of Reservation Fee. The Reservation Fee submitted to the Authority by Participant in connection with a Reservation Request shall be retained by the Authority. If a Participant desires to cancel a Reservation Request after submission of a Reservation Fee, such cancellation shall be subject to the terms and conditions set forth in the applicable Program Guide.

Section 3.09. Assignment of Origination Prohibited. Participant may not assign its rights and obligations to originate Loans pursuant to this Origination Agreement to any other person without the Authority's prior written consent.

## **ARTICLE IV.**

### **PARTICIPANT**

Section 4.01. Merger or Consolidation of Participant. Any entity into which the Participant may be merged or consolidated, or any entity resulting from any merger, conversion or consolidation to which the Participant shall be a party, or any entity succeeding to the business of the Participant, shall be the successor of the Participant hereunder without the execution or filing of any document or instrument, or any further act on the part of any of the parties hereto, but this provision shall not be construed as consent to any such act to the extent it otherwise violates the terms of this Origination Agreement.

The Participant shall immediately notify the Authority in writing of any such merger, conversion, consolidation or change of name. The Authority, in its sole discretion, may reject any successor as party to this Origination Agreement and thereby terminate this Origination Agreement except as to Participant's liability previously incurred hereunder.

Section 4.02. Participant To Assist Other Parties. The Participant and the Servicer shall each provide the Authority and each other with information, records or such assistance reasonably requested by the Authority or such other person, as the case may be, and otherwise cooperate with the Authority and each other as reasonably requested regarding activities contemplated under this Origination Agreement.

Section 4.03. Notifications. The Participant shall deliver to the Servicer copies of all reports, correspondence, statements, notices or other written communications of the Participant delivered to the Trustee or the Authority and required pursuant to this Origination Agreement at the time so delivered. The Servicer shall be entitled to rely upon such written communications of the Participant.

## **ARTICLE V.**

### **EVENTS OF DEFAULT**



Section 5.01. Participant Termination. Upon the occurrence of any one or more of the following events, the Authority or the Servicer may terminate this Origination Agreement with respect to the Participant as provided in Section 5.02 hereof and shall have the other remedies specified therein:

- (a) Failure by the Participant to fully observe or perform in any respect any warranty, covenant, condition or agreement, or failure to remain in compliance with any representation in the applicable Program Guide or the GNMA Guide, the FHLMC Guide or the FNMA guidelines, as applicable to the type of financing.
- (b) Failure by the Participant to timely comply with the reporting requirements required by the applicable Program Guide, the GNMA Guide, the FHLMC Guide or FNMA guidelines, as applicable to the type of financing.
- (c) Participant receives an unfavorable decree, order, determination, or designation from a court or agency or supervisory authority having jurisdiction over the Participant such as, the FDIC, the Office of Thrift Supervision (“OTS”), the Office of the Comptroller of the Currency (“OCC”), CFPB, FHFA or another similar regulatory action. The Participant must promptly notify the Authority, no later than 10 days after knowledge thereof, if any such order, determination, or decree is issued.
- (d) A decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a trustee in bankruptcy, a conservator or receiver or liquidator in any solvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Participant.
- (e) The Participant shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Participant or relating to the Participant or of or relating to all or substantially all of its property.
- (f) The Participant shall admit its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.
- (g) The Servicer or Authority shall discover that any representation of or warranty by the Participant is false or misleading in any respect.
- (h) The Participant submits one (1) or more Non-Qualifying Mortgage Loans or improperly or inadequately documented Loans and/or fails to submit any documentation necessary to complete the Loan and/or clear any conditions listed in IHCDA’s DMS Authority Online (“DMS”).

Section 5.02. Remedies. Whenever any event of default referred to in Section 5.01 hereof shall have happened and be continuing, the Authority or the Servicer with the Authority’s consent, may take anyone (1) or more of the following remedial steps in addition to (and not in lieu of) any and all other remedies that may be available at law or in equity or by statute for the enforcement of the obligations of the Participant hereunder:

- (a) By notice in writing pursuant to Section 8.03 hereof, suspend the Participant from participating

in any Program until any event of default is resolved. If Participant is suspended from a Program, it will no longer be authorized to originate loans through any Program after the effective date set forth in the notice of suspension. Any such termination shall not release the Participant from liabilities incurred hereunder prior to suspension.

- (b) By notice in writing pursuant to Section 8.03 hereof to the Participant, terminate all of the Participant's rights hereunder without liability to the Authority or Servicer.

Any such termination shall not release the Participant from liabilities incurred hereunder prior to termination.

- (c) Whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Origination Agreement or to enforce performance and observance of any obligation, agreement or covenant of the Participant under this Agreement or the applicable Program Guide.

Anything to the contrary notwithstanding, the representations, warranties and obligations of the Participant under this Origination Agreement made or incurred prior to any termination shall remain fully enforceable and shall survive any termination of this Origination Agreement.

Section 5.03. Servicer to Act; Authority to Act; Appointment of Successor. At the time the Participant receives a notice of termination or suspension pursuant to Section 5.02, and until such time as the Authority shall designate a successor to the Participant with respect to the Loans to be originated hereunder, the Master Servicer) shall succeed to all rights of the Participant hereunder. The Authority shall take such action, consistent with this Origination Agreement, as shall be necessary to effectuate any such succession. The Participant will cooperate with the Master Servicer and the Authority in effectuating any such succession.

Section 5.04. No Remedy Exclusive. No remedy herein conferred upon or reserved is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Origination Agreement or existing at law or in equity. No delay or failure of Authority to exercise any right or power accruing under this Origination Agreement shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 5.05. Agreement to Pay Attorneys' Fees and Expenses. In the event the Participant should fail to perform its obligations under any of the provisions of this Origination Agreement and the Authority or the Servicer should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Participant herein contained, the Participant agrees that it will pay or reimburse the Authority and the Servicer on demand the reasonable fees of their attorneys and all such other incurred expenses.

## **ARTICLE VI.**

### **INDEMNITY**

Section 6.01. Participant to Indemnify. The Participant shall indemnify and hold harmless the Trustee, Servicer and Authority from any and all losses, damages, claims, liabilities or judgments or expenses (including, without limitation, court costs and reasonable attorneys' fees) suffered or sustained by them based upon or relating to any Loan originated by the Participant or any breach of the Participant's warranties, representations, covenants or duties hereunder.

## **ARTICLE VII.**

### **COMPLIANCE WITH LAWS**

#### **Section 7.01. Participant to Comply with State Laws.**

- (a) The Participant shall comply with all applicable federal, state, and local laws rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Origination Agreement shall be reviewed by the Authority to determine whether the provisions of this Origination Agreement require formal modification.
- (b) The Participant and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. If the Participant has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Origination Agreement, the Participant shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Origination Agreement. If the Participant is not familiar with these ethical requirements, the Participant should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Participant or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Origination Agreement immediately upon notice to the Participant. In addition, the Participant may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- (c) The Participant certifies by entering into this Origination Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.
- (d) The Participant warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Participant agrees that the State may delay, withhold, or deny participation under any supplement, amendment, change order or other contractual device issued pursuant to this Origination Agreement.
- (e) If a valid dispute exists as to the Participant's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend the Participant's participation under this Origination Agreement, the Participant may request that it be allowed to continue, or receive work, without delay. The Participant must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- (f) The Participant warrants that the Participant and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of services under this Origination Agreement. Failure to do so may be deemed a material breach of this Origination Agreement and grounds for immediate termination and denial of further participation with the Authority.

- (g) The Participant affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- (h) As required by IC § 5-22-3-7:
  - (1) The Participant and any principals of the Participant certify that:
    - (A) the Participant, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
      - (ii) IC §24-5-12 [Telephone Solicitations]; or
      - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
    - (B) the Participant will not violate the terms of IC § 24-4.7 for the duration of the Origination Agreement, even if IC §24-4.7 is preempted by federal law.
  - (2) The Participant and any principals of the Participant certify that an affiliate or principal of the Participant and any agent acting on behalf of the Participant or on behalf of an affiliate or principal of the Participant, except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC § 24-4.7 for the duration of the Origination Agreement, even if IC §24-4.7 is preempted by federal law.
    - (i) The Participant must comply with the following requirements, as applicable:

The Indiana DFI issues a Mortgage Lending License and the Indiana Secretary of State issues a Loan Broker License to mortgage broker companies that do not engage in direct lending (in the mortgage company's own name). Information regarding both licenses can be found on the NMLS website, here: <https://nationwidelicensingsystem.org/slr/Pages/IndianaAgencies.aspx>. Click on the agency hyperlink to see that agency's licenses and application checklists. The checklists contain some information and statute references for determining when a license is needed. There are instances when a company is exempt from Indiana DFI licensure. Participant should review Indiana Code 24-4.4 (First Lien Mortgages) and Indiana Code 24-4.5 (Second Lien Mortgages) to determine if it meets any exemptions.

## **ARTICLE VIII.**

### **MISCELLANEOUS PROVISIONS**

Section 8.01. Access to Certain Documentation and Certain Information Regarding the Loans. The Participant shall provide, to the Trustee, the Authority and the outside auditors of the Authority, the Servicer, and their examiners and supervisory agents, access to the documentation regarding the Loans requested by them, such access being afforded without charge, upon reasonable request and during the normal business hours at the offices of the Participant.

Section 8.02. Other Amendments, Changes and Modifications. The Authority reserves the right to supplement and amend the provisions of this Origination Agreement and shall notify the Participant of any such supplement or amendment. Such supplements or amendments shall have the same force and effect as if originally contained in this Origination Agreement from and after the effective dates of such amendments.

Section 8.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered, when mailed by certified or registered mail, postage prepaid, return receipt requested, or when sent by e-mail addressed to the appropriate Notice Address. The Authority, the Servicer or the Participant may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

Section 8.04. Further Assurances and Corrective Instruments. To the extent permitted by law, the Authority, the Servicer and the Participant agree that each of them will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, such supplements hereto and such further instruments as may reasonably be required or appropriate to further express the intention of, or to facilitate the performance of, this Origination Agreement.

Section 8.05. Binding on Parties and Assigns; No Rights Conferred on Others. This Origination Agreement and all obligations and rights arising hereunder shall bind and inure to the benefit of the Authority, the Servicer, the Trustee (with reference to Section 7.12) and the Participant and their respective successors in interest. Consistent with the foregoing, nothing in this Origination Agreement shall confer rights upon any person other than the Authority, the Servicer, the Trustee and the Participant.

Section 8.06. Governing Law. This Origination Agreement shall be construed in accordance with the laws of the State, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. The Participant hereby consents to the jurisdiction of the courts of Marion County within the State for any proceeding in connection with this Origination Agreement.

Section 8.07. Severability. In the event any provision of this Origination Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.08. Discretion of the Servicer. With respect to any disputes between the Servicer and the Participant which arise concerning the terms and provisions of this Origination Agreement the meaning thereof, or decisions to be made thereunder, the judgment of the Servicer shall govern.

Section 8.09. Term of Origination Agreement. This Origination Agreement shall be in full force and effect from the date hereof and supersedes any previous mortgage origination agreement executed by the Participant, the Authority and the Servicer regarding the Participant's obligations with respect to any past or present Mortgage Loans originated by the Participant under the applicable Program.

Section 8.10. Miscellaneous. The headings used herein have been included for convenience of reference only and shall be ignored in construing the provisions hereof. Unless the context requires otherwise, the use of any gender shall include all genders, and the singular shall include the plural, and vice versa. This Origination Agreement shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Origination Agreement.

Section 8.11. Relationship of the Parties. Each party hereto, in the performance of its respective duties hereunder, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Except as provided in Article VI, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

Section 8.12. Trustee May Enforce. The Trustee may enforce the Authority's rights, in the event of the

Authority's failure to enforce its rights hereunder.

Section 8.13. Confidential Information. The Participant covenants that data, material and information gathered based upon or disclosed to the Participant for the purpose of the Program, will be utilized for the sole purpose of originating loans under the Program and in accordance with the IHCD Privacy Statement for Homeownership Programs. The Participant acknowledges that the services to be performed by it for the Authority under this Origination Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information. Therefore, the Participant must adopt procedures to ensure that all client information is handled and maintained in a confidential manner and in compliance with the requirements of all applicable State or Federal laws, rules, and regulations, including, but not limited to, those relating to the release of Social Security numbers in I.C. § 4-1-10 and the notice of security breach provisions in I.C. § 4-1-11. The Participant agrees to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) or personal information (as defined in I.C. 4-1-11-3) is/are disclosed by Participant, it agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Origination Agreement.

Section 8.14. Fraud Policy. As a recipient of federal and state funds, the Authority has an obligation to ensure that those funds are used as intended and in accordance with Program requirements. To fulfill this duty, the Authority reserves the right to suspend or debar anyone who, it reasonably determines, misuses, abuses, or otherwise fails to use funds correctly or knowingly forges, alters, withholds or otherwise misrepresents documentation submitted to the Authority related to a Loan or a Mortgagor. This includes the Participant or any employee, agent, or associate of the Participant.

Section 8.15. Funding Cancellation and Termination for Convenience. When the Executive Director of the Authority makes a written determination that the funds of or bond volume from the Authority will not be appropriated or otherwise available to support continuation of performance of this Origination Agreement, it shall be canceled. Such determination shall be final and conclusive. This Origination Agreement may be terminated, in whole or in part, by the Authority whenever, for any reason, the Authority determines that such termination is in the best interest of the Authority by notice in writing pursuant to Section 7.03 hereof.

Section 8.16. Effect on Prior Origination Agreements. This Origination Agreement supersedes and replaces in its entirety any prior origination agreement between the Authority and the Participant. The Participant acknowledges such termination of a prior origination agreement by its signature below and may contact the Authority at 317-232-7777 to discuss any credit toward the applicable fee related to this Origination Agreement based on any fee paid related to any prior origination agreement with a duration beyond the execution of this Origination Agreement.

## PARTICIPANT SIGNATURE PAGE

### PARTICIPANT MUST COMPLETE THIS SIGNATURE PAGE

**THIS ORIGATION AGREEMENT IS VALID AS OF THE DATE THAT THIS ORIGATION AGREEMENT IS EXECUTED BY IHCDA AND SHALL EXPIRE ON DECEMBER 31, 2024.**

#### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Origination Agreement by accessing the electronic signature tool in Adobe to electronically submit this Origination Agreement to IHCDA. I understand that my signing and submitting this Origination Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Origination Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Origination Agreement in this fashion I am affirming to the truth of the information contained therein and my authority to bind the Participant. I also understand that if I decide not to sign this Origination Agreement electronically, I must notify IHCDA so that this Origination Agreement may be re-submitted to me and I may sign it and return it to IHCDA in the traditional manner.

IN WITNESS WHEREOF, Participant and the Authority have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective seals, duly attested, to be hereunto affixed, all as of the day, month and year first above written.

\_\_\_\_\_  
(the "Participant")

By: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Notice Address:

Street \_\_\_\_\_

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

Via e-mail \_\_\_\_\_

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**  
(the "Authority")

By: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Notice Address:

30 S. Meridian Street, Suite 900  
Indianapolis, Indiana 46204

Via e-mail \_\_\_\_\_



## **PRIVACY STATEMENT FOR IHCD HOMEOWNERSHIP PROGRAMS**

**This statement describes how IHCD receives, uses, processes, and protects the homeowner data it receives through its homeownership programs.**

### **How Information is Provided to IHCD**

Lenders submit information regarding borrowers and their loans, including but not limited to, loan applications, appraisals, tax transcripts or other income documentation, closing disclosures and other supporting loan information and documentation etc. to IHCD through IHCD's DMS Authority Online ("DMS"). Occasionally, lenders will send this information via e-mail.

### **How Information is used by IHCD**

IHCD uses the information that it receives from the lenders to determine among other things, whether the borrower, property, purchase type, purchase price and loan type are eligible for the homeownership programs. Additionally, IHCD uses demographic data from the loans to determine if borrowers may be eligible for other IHCD programs, develop new homeownership programs and/or to better market information regarding its current homeownership programs.

### **Privacy Protocols Related to the DMS Authority Online**

Borrower and loan information is maintained in DMS. DMS uses a role-based security system. IHCD controls the setup and assignment of rights for IHCD staff. IHCD users that are given access to DMS can view data regarding any reservation/loan in DMS. The system tracks all users who access information regarding any reservation/loan along with the date/time that each user accessed this information.

IHCD controls setting up lenders and setting up an initial user for each lender, the initial user will administer that lender's accounts. The lender's administrative user is responsible for configuring that lender's own users and assigning roles. Users of a specific lender can see all of that lender's reservations/loans. These users can also see reservations/loans for organizations for which the lender is a parent.

IHCD transfers a data file to U.S. Bank daily, that contains loan information regarding loans that are being serviced by U.S. Bank in its role as IHCD's Master Servicer. U.S. Bank sends IHCD status information related to these loans. The majority of users that log into DMS are either lenders or IHCD staff. The only other group that has any access is the hedger. The hedger has a login but only has limited access to a couple reports.

### **Privacy Protocols Related to IHCD and its Staff**

As an entity created by the State of Indiana, IHCD and its employees are required to comply with the Indiana State Code with respect to the following goals: (1) protecting the privacy of certain information, as set forth in IC. 4-1-10 et seq.; and (2) providing open access to information which is not excepted from the open access requirements, as set forth in IC. 5-14-3 et. Seq. Some types of documentation that cannot be disclosed under IC. 5-14-3 et seq., would be information considered confidential via State or federal law and financial information.

Each State employee must attend training on proper use of Information Resources which includes all State hardware, software, data, information, network, computing devices, phones, and other information technology and execute the State of Indiana Information Resources Use Agreement.

Additionally, IHCD employees are required to sign an IHCD Confidentiality Agreement which emphasizes each Employee's duty to (1) keep the confidential information, that it receives, views, or has access to, confidential; and (2) protect confidential information that it receives, views, or has access to from unauthorized disclosure, whether accidental or intentional.

### **Privacy Protocols Related to Lenders**

Each lender executes a Mortgage Origination Agreement which imposes, among other things, requirements related to the use of confidential information.