



GENERAL CORRESPONDENT INFORMATION
Schedule "A"

Bank Name: _____

Primary Contact: _____ Title: _____

Phone: _____ E-mail: _____

Fax: _____

Secondary Contact: _____ Title: _____

Phone: _____ E-mail: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Federal Tax ID#: _____

BRANCH LOCATIONS

Please list all branch office locations:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Phone: _____

Fax: _____ E-Mail: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Phone: _____

Fax: _____ E-Mail: _____

Mailing Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Phone: _____
Fax: _____ E-Mail: _____

Mailing Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Phone: _____
Fax: _____ E-Mail: _____

Mailing Address: _____
City: _____ State: _____ Zip: _____
Contact: _____ Phone: _____
Fax: _____ E-Mail: _____

OTHER INFORMATION

Has the bank repurchased any loans or have any pending repurchases? Yes* No
If Yes, amount: \$ _____

Has the bank had any unfavorable findings in any audit, examination, or investigation as it relates to secondary mortgage lending? Yes* No
If Yes, describe: _____

GENERAL CERTIFICATION

The undersigned declares that the statements set forth herein are true and complete.

Officer Signature: _____ Date: _____
(Must be signed by Officer of Bank)

Typed/Printed Name: _____ Title: _____

MORTGAGE SERVICES AGREEMENT

This Mortgage Services Agreement (this "Agreement") is executed as of the _____ day of _____, _____ by and between First Choice Financial Corporation, a Georgia corporation ("FCFC"), and _____ ("Bank"). In consideration of the mutual promises and agreements contained herein, FCFC and Bank hereby agree to the following:

1. Bank hereby represents and warrants to FCFC that all information on Schedule A is true and correct, the Bank is duly organized, validly existing and in good standing under the applicable laws and regulations of the United States and the state listed on Schedule A. Bank further represents that each of its agents has all licenses required by law in order to perform the duties performed by such agent. Bank will continue to monitor licensing requirements to ensure that the Bank's agents maintain appropriate licensing.
2. FCFC hereby represents and warrants to Bank that it is duly organized and licensed, validly existing and in good standing under the applicable laws and regulations of the states that it offers mortgage loan services in. FCFC further represents that each of its agents has all licenses required by law in order to perform the duties performed by such agent. FCFC will continue to monitor licensing requirements to ensure that all agents maintain appropriate licensing.
3. Bank hereby represents and warrants to FCFC that it has the requisite power, authority and capacity to enter into this Agreement and that Bank's execution of and compliance with the terms and conditions of this agreement will not violate any provisions of its articles of incorporation, by-laws, or other organizational documents relating to the conduct of its business or any other agreement or instrument to which it is a party or by which it is bound.
4. Bank hereby represents and warrants to FCFC, as of the date hereof, and with respect to a particular application, as of the date such application is submitted to FCFC and as of the date such loan is closed, that all information provided to FCFC in connection with the submission of applications, including without limitation the contents of each application, is true, correct and complete and fairly presents the financial condition of the applicant as of the date thereof, to the best knowledge of Bank. Bank hereby represents, warrants, and agrees to FCFC as of the date of this Agreement and as of the date each application is submitted, that no application will contain any false or misleading information.
5. Bank warrants to FCFC that Bank's marketing or promotional material is not discriminatory or targeted toward vulnerable customers. Bank also warrants to FCFC that Bank's marketing practices do not include fraudulent, deceptive or abusive marketing or lending practices, such as loan flipping if there is no tangible benefit to the borrower.
6. Bank shall indemnify and hold FCFC, its officers, directors, stockholders, agents, and employees (the "indemnitees") harmless from any loss, claim, liability, expense, penalty or other damage of any kind (including reasonable attorney's fees) incurred by the indemnitees as a result of or arising out of any breach of a representation, warranty or covenant contained in this Agreement by Bank or any agent or employee of the Bank, any actions taken or not taken by Bank or any agent or employee of the Bank, or any statements made by Bank or any agent or employee of the Bank involving an applicant or any other person, excepting only such losses to the extent caused by the indemnitees' own gross negligence or willful misconduct. The indemnitees reserve the right to retain their own counsel and direct the defense of any action brought against them.

7. Bank acknowledges and agrees that it is not FCFC's agent for any purpose whatsoever. Bank shall not represent to any person that it is acting on behalf of FCFC, and Bank shall have no authority to make any commitments or other binding obligations on behalf of FCFC. FCFC hereby disclaims any liability to any applicant or other person arising therefrom.

8. Notwithstanding anything in this Agreement to the contrary, any commission or other compensation due and payable by FCFC to Bank for its services shall not be based upon the receipt of any application or the making of any loan to an applicant, but instead shall be based upon services actually performed by Bank. Such compensation shall be reasonably related to the market value of the services that are performed. Bank warrants to FCFC that services performed to justify such compensation include, but are not limited to, taking information from the borrower and filling out the application; analyzing the prospective borrower's income and debt, and pre-qualifying the prospective borrower to determine the maximum mortgage that the prospective borrower can afford; collecting financial information; ordering appraisals; assisting the borrower in understanding and clearing credit problems; maintaining regular contact with the borrower, realtors, and any other agents between the submission of the application and closing date to apprise them of the status of the application.

9. FCFC agrees to evaluate and review, according to credit standards established by FCFC and its investors, the creditworthiness of each applicant in connection with each application accepted by FCFC in accordance with this Agreement. The decision to consummate a loan transaction or otherwise extend credit shall be within the sole discretion of FCFC and its investors; FCFC shall not be obligated to accept any application or to consummate any loan transaction or otherwise extend credit to any applicant in connection with any application submitted by Bank.

10. Bank shall obtain from each applicant the authorization to investigate the applicant's credit. Bank shall obtain such authorization at or before the time that the Bank sends the applicant's application to FCFC and will provide a copy of such authorization to FCFC upon request.

11. **CONFIDENTIAL INFORMATION**

(a) "Confidential Information" means all written information provided by FCFC to Bank in connection with FCFC's loan programs, including policies, guidelines, credit criteria, proprietary documents, business practices, plans or proposals, all information provided by FCFC to Bank regarding Borrower's transactions which are the subject of this Agreement and Borrower Information as defined below. Borrower Information means all information related to Borrower provided or developed by Borrower, Bank, or FCFC, regardless of whether FCFC's or Bank's relationship with the Borrower ceases, including any nonpublic personal information as defined by federal law, including, but not limited to, the Gramm-Leach-Bliley Act, as it may be amended, any regulations promulgated thereunder, and any other customer information protected by applicable state law. Confidential Information shall not include any information that: (a) enters the public domain other than as a result of disclosure by Bank; (b) with the exception of Borrower Information, is known by Bank at the time it is disclosed by FCFC, as shown by Bank's records; (c) with the exception of Borrower Information, is independently developed by Bank at any time, as shown by Bank's records; or (d) is rightfully obtained by Bank from an independent third party who does not have an obligation of confidentiality to FCFC.

12. INDEMNIFICATION AND RELEASE:

(a) Bank understands and agrees that FCFC may report information about any

application for a Loan that FCFC believes to contain misrepresentations and/or irregularities to the applicable regulatory agency and to any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Bank agrees that it and its employee may be named as the originating entity or loan officer(s) on any such Loan. Bank acknowledges the importance of FCFC's right and necessity to disclose such information. Bank, for itself and its directors, officers and employees, and their respective successors and/or assigns hereby releases FCFC, its affiliates, and their respective directors, officers, agents, and employees, successors and/or assigns, and Mortgage Asset Research institute, Inc., from any and all damage, loss, liability, cost, actions, causes of action, claims, demands, or expenses both direct and indirect (including without limitation reasonable legal and accounting fees and expenses actually incurred) that may arise from the reporting or use by any database subscriber of any information submitted by FCFC with respect to Bank and its employees to any mortgage industry background database, including MIDEX.

13. This Agreement may be terminated in writing by either party, and such termination shall be immediately effective upon receipt of such notice by the none-terminating party. Any termination of this Agreement shall not affect the existing obligations of either party pursuant to this Agreement. The representations and warranties and indemnification obligations of Bank shall survive the termination of this Agreement.

14. The provisions of this Agreement are severable. If a provision is found by a court of law to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provision of this Agreement, which remain in full force and effect and shall be binding upon the parties.

15. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, representations, warranties and understandings of the parties, whether written or oral.

16. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE FEDERAL OR STATE COURTS OF THE STATE OF GEORGIA. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ALL DISPUTES.

17. Upon the execution and delivery of this Agreement by both parties, all other Bank agreements by and between the Bank and FCFC shall be deemed to be terminated, superceded and of no further force and effect.

IN WITNESS WHEREOF, Bank and FCFC have caused their names to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

FIRST CHOICE FINANCIAL CORP.

BANK

By: _____
Signature

By: _____
Signature

Print Name:

Print Name:

Title: _____

Title: _____

Date: _____

Date: _____



FIRST CHOICE FINANCIAL CORPORATION
2727 NORTH COLUMBIA STREET
MILLEDGEVILLE, GEORGIA 31061
478-451-4755 or Fax 478-451-4754

LOAN MISREPRESENTATION

All approved BANKS must be aware that the BANK or Mortgage Banker of record bears responsibility for all actions of their employees or agents. The BANK is responsible for the content and quality of each Application taken and each loan submitted to FCFC and its investors.

TYPE OF LOAN MISREPRESENTATION AND FRAUD

1. Submission of inaccurate or misleading information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, including identity, ownership/non-ownership of real property, etc.
2. Forgery of partially or predominantly inaccurate information.
3. Incorrect statements regarding current occupancy or intent to maintain continuing occupancy as stated in the security instrument.
4. Lack of due diligence by BANK/loan officer/interviewer/processor, including failure to obtain all information required by the applicant and failure to request further information as dictated by Borrower's response to other questions.
5. Unquestioned acceptance of information or documentation that is known, or should be known, or should be suspected to be inaccurate. For example:
 - (a) Simultaneous or consecutive processing of multiple owner-occupied loans from one Applicant on multiple properties, or from one applicant supplying different information on each application.
 - (b) Allowing an applicant or interested third party to "assist" with the processing of the loan.
6. BANK nondisclosure of relevant information

Fraudulent loans cannot be sold in the secondary market and, if sold, require repurchase by an underwriter of FCFC, its investors and the BANK. Fraudulent loans damage our reputation with our investors and credit providers. The price paid by those who participate in "Loan Fraud" is even more costly.

POSSIBLE CONSEQUENCES TO BORROWER:

1. Acceleration of debt (FNMA/FHLMC Deed of Trust, revised 9/90) item #6 states: "Borrower" shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the loan evidenced by the Note including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. Note: Foreclosure under this section of the Deed of Trust does not require the borrower to be in "payment default." As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay off the loan in full prior to the sale of the property.
2. Criminal prosecution.
3. Civil action by FCFC and/or its investors
4. Civil action by other parties to the transaction, such as a seller or real estate agent, BANK
5. Employment termination
6. Loss of professional license, if any.
7. Adverse effect on credit history.

I have carefully read the foregoing and fully understand FCFC's and its investor's position on "Loan Fraud."

SIGNATURE OF OFFICER

Date: _____

Printed Name & Position