

# SETTLEMENT AGREEMENT

03WBSA0036

by and between

THE OHIO DEPARTMENT OF COMMERCE  
DIVISION OF FINANCIAL INSTITUTIONS

Consumer Finance Section

77 South High Street, 21<sup>st</sup> Floor  
Columbus, OH 43215-6120

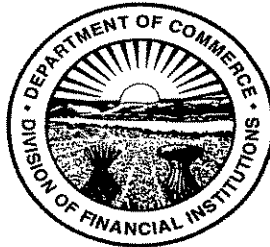
&

802928

FIRST PRIMARY MORTGAGE, INC.  
6902 PEARL ROAD  
MIDDLEBURG HEIGHTS, OH 44130

13 OCT 17 PM 12:16

This Settlement Agreement is a legally binding document that affects the rights of your mortgage brokerage company. Read it carefully. If you have any questions, consult an attorney.



Ch. No: CC256635425

Amount: \$1,000.00

Date: 10/17/2003

MB

If you choose to enter into this Settlement Agreement, you must follow it EXACTLY. If you fail to follow any one filing instruction or any one provision of the Agreement, the Division may reject the Agreement.

**All of the following must be completed and RETURNED to the Division in the envelope provided no later than TUESDAY, SEPTEMBER 30, 2003:**

- ☐ The operations manager must complete six (6) hours of approved CE, and the attendance certificate(s) must be returned with the Settlement Agreement.
- ☐ All pages of this Settlement Agreement, including this cover page, must remain attached.
- ☐ The Settlement Agreement must be signed by: the owner if the mortgage broker registrant is a sole proprietor; all partners if the registrant is a partnership; at least one member if a limited liability company; and the president and secretary, as duly authorized by resolution of the board of directors, if the registrant is a corporation. The ORIGINAL, signed Agreement with all pages attached must be returned. Keep a copy for your records.
- ☐ A cashier's check or money order in the amount of \$1,000.00, made payable to DFI Consumer Finance, must be enclosed. NO OTHER METHOD OF PAYMENT WILL BE ACCEPTED. If the envelope does not contain a cashier's check or money order in the amount of \$1,000.00, your package will be returned and the Settlement Agreement will not be accepted.

2002 CE requirement of the OMBA, and that Respondent has been penalized in the form of a fine for this violation.

6. Respondent understands that it must comply with every provision herein, and that to be considered for acceptance by DFI, the ORIGINAL properly executed Settlement Agreement, with all pages attached, must be received in the offices of DFI on or before Tuesday, September 30, 2003.
7. If Respondent properly files this Agreement and fully complies with every provision, DFI agrees to execute the same and agrees not to initiate revocation proceedings against Respondent solely for the matters addressed herein.
8. Should DFI discover that Respondent has provided DFI with false, fraudulent, misleading, or incomplete information pertaining to this Agreement, Respondent agrees that such evidence will firmly establish that Respondent's character and general fitness do not command the confidence of the public and warrant the belief that it will conduct business honestly and fairly in compliance with the purposes of the OMBA. Respondent further agrees that such discovery is grounds for permanent revocation of its mortgage broker certificate of registration.
9. The above-described terms, conditions and limitations may be amended or terminated at any time upon the written agreement of both parties.

#### FAILURE TO COMPLY

If, in the discretion of DFI, Respondent appears to have violated or breached any term or condition of this Settlement Agreement, DFI reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of any law occurring before, on, or after the effective date of this Settlement Agreement.

#### ACKNOWLEDGMENTS/LIABILITY RELEASE

Respondent acknowledges that it has been advised by DFI to seek legal counsel if it has any question concerning the terms and/or effect of this Settlement Agreement.

Respondent hereby releases DFI, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Settlement Agreement shall be considered a public record as that term is used in R.C. 149.43, and may be reported to appropriate organizations, data banks, and governmental bodies, or released to the general public.

This Settlement Agreement in no way binds or limits future actions DFI may take with respect to Respondent or any other person, individual, or company, for the same or similar violations.

### EFFECTIVE DATE

It is expressly understood that this Settlement Agreement shall become effective upon the last date of signature below.

The Settlement Agreement must be signed by: the owner if the mortgage broker registrant is a sole proprietor; all partners if the registrant is a partnership; at least one member if a limited liability company; and the president and secretary, as duly authorized by resolution of the board of directors, if the registrant is a corporation. The ORIGINAL, signed Agreement with all pages attached must be returned. Keep a copy for your records.

PRINTED Name of authorized signor #1:

Sammy D. Quick

SIGNATURE of authorized signor #1:

10-6-03  
Date

PRINTED Name of authorized signor #2:

Brian M. Cicerchi

SIGNATURE of authorized signor #2:

10-6-03  
Date

PRINTED Name of authorized signor #3:

\_\_\_\_\_

SIGNATURE of authorized signor #3:

\_\_\_\_\_  
Date

PRINTED Name of authorized signor #4:

\_\_\_\_\_

SIGNATURE of authorized signor #4:

\_\_\_\_\_  
Date

ROBERT M. GRIESER

Deputy Superintendent for Consumer Finance  
Ohio Division of Financial Institutions

10/26/03  
DATE

AMANDA M. AXTELL

Consumer Finance Legal Counsel  
Ohio Division of Financial Institution

DATE

# Mortgage Broker Continuing Education Attendance Certificate

Sammy D. Quick  
Attendee

4579  
Loan Officer/Operations Manager number

6902 Pearl Rd Middleburg Heights OH 44130  
Business Address

has successfully completed continuing education in:

6 Hours of Ohio Mortgage Loan Mastery Home Study  
Title of Course

Course was 90% or better attended on the date(s) of October 3, 2003 at \_\_\_\_\_

[www.MyMortgageTrainer.com](http://www.MyMortgageTrainer.com)

We certify that these hours meet the requirements for Continuing Education under Section 1322.052 of Ohio Revised Code.

*Aaron M. Wilson*  
Instructor

Aaron M. Wilson  
Printed Signature

October 9, 2003  
Date of Issuance

**Financial Strategies**  
3500 Depauw Blvd. Indianapolis, IN 46368

2002009  
Provider Number

APPLY TO 2002 CEH

Home Study  
Course Number