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DIVISION OF FINANCIAL INSTITUTIONS
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SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between:

**OHIO DEPARTMENT OF COMMERCE
DIVISION OF FINANCIAL INSTITUTIONS**

Consumer Finance Section
77 South High Street, 21st Floor
Columbus, OH 43215-6120

Hereinafter referred to as "DFI"

and

VAN DYK MORTGAGE CORPORATION

2449 Camelot Court SE
Grand Rapids, Michigan 49546

Hereinafter referred to as "Respondent"

DFI is a state agency charged with the responsibility of administering and enforcing the Ohio Mortgage Broker Act ("OMBA"), codified in Chapter 1322 of the Ohio Revised Code ("R.C."). Respondent is a corporation who has applied to the Division for certificates of registration under the Mortgage Broker Act under R.C. Chapter 1322.

Respondent voluntarily enters into this Settlement Agreement.

STIPULATIONS AND ADMISSIONS

This Settlement Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. DFI is empowered by R.C. 1322.10(A)(1)(b) to refuse to issue mortgage broker certificates of registration if the superintendent finds the following: "a violation of or failure to comply with any provision of sections 1322.01 to 1322.12 of the Revised Code or the rules adopted under those sections or any other law applicable to the business conducted under a certificate of registration."
- B. DFI is empowered by R.C. 1322.04 to grant certificates of registration to applicants, if, among other conditions, the "applicant complies with sections 1322.01 to 1322.12 of the Revised Code" and "the applicant's financial responsibility, experience, character, and general fitness command the confidence of the public and warrant the belief that the business will be operated honestly and fairly in compliance with the purposes of sections 1322.01 to 1322.12 of the Revised Code."
- C. In 2007, Respondent submitted applications for certificates of registration that remain pending for the following branch locations: (1) 5900 Roche Drive, Suite 240, Columbus, OH 43229; (2) 9853 Johnnycake Ridge- Suite 107, Concord, OH 44060; (3) 790 West

Lafayette Road, Medina, OH 44256; (4) 795 Sharon Drive- Suite 208, Westlake, OH 44145; (5) 409 Harding Way West, Galion, OH 44833; (6) 1035 Spaulding Avenue, Grand Rapids, MI 49546; and (7) 100 Crisler Avenue #102, Crescent Springs, KY 410017. The 2007 mortgage broker renewal application for Respondent's main office at 2449 Camelot Court SE, Grand Rapids, MI 49546 also remains pending.

- D. On or about June 8, 2007, DFI received from Respondent an application for a certificate of registration for 401 Broadway Avenue, Suite A, Lorain, OH 44052.
- E. On July 20, 2007, a DFI representative visited Respondent's location at 401 Broadway Avenue, Suite A, Lorain, OH 44052. The DFI representative discovered that there was brokered at that location three loans falling under the Ohio Mortgage Broker Act. At the time the loans were brokered, this location did not hold a certificate of registration.
- F. On August 13, 2007, the Division received notice from Respondent that it was withdrawing the certificate of registration application for the Lorain location.
- G. R.C. 1322.02(A)(2) states: "No person shall act or hold that person's self out as a mortgage broker under the authority or name of a registrant...without first having obtained a certificate of registration from the superintendent for every office to be maintained by the person for the transaction of business as a mortgage broker in this state."
- H. Due to Respondent's violations of R.C. 1322.02(A)(2), the Division has the authority under R.C. 1322.10(A)(1)(b) and R.C. 1322.04 to deny Respondent's applications for certificates of registration.
- I. DFI enters into this Settlement Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny Respondent's application for certificates of registration on the basis of its violation of R.C. 1322.02(A)(2).
- J. DFI expressly reserves the right to institute formal proceedings based upon any violation of or noncompliance with any provision of the OMBA not specifically addressed herein, whether occurring before or after the effective date of this Settlement Agreement.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal disciplinary proceedings at this time, Respondent knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

- 1. As penalty for the violation of law described herein, Respondent agrees to pay a fine of three thousand dollars (\$3,000.00). Payment shall be in the form of a cashier's check or money order, made payable to "DFI Consumer Finance," and shall be submitted to DFI with this Settlement Agreement.
- 2. If Respondent properly files this Agreement and fully complies with every provision, DFI agrees to execute the same, to approve Respondent's pending certificate of registration

applications, providing that the Division does not find any other legal issues or deficiencies with the applications.

3. Respondent understands and agrees that this 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.
4. Respondent understands and agrees that DFI may per the provisions of the Failure to comply terms set forth herein reject the Settlement Agreement and proceed with formal proceedings under R.C. Chapter 119 to deny Respondent's applications for certificates of registration if Respondent violates any term of this Settlement Agreement.
5. The above-described terms, conditions and limitations may be amended or terminated at any time upon the written agreement of both parties.
6. This settlement agreement must be received by the Division no later than September 28, 2007.

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.

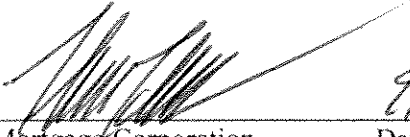
Respondent hereby releases DFI, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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.



Van Dyk Mortgage Corporation Date 9/24/07
Respondent

By: THOMAS L. VANDYK (print name)

Its PRESIDENT (Title)



RICHARD F. KECK Date 9/25/07
Acting Deputy Superintendent for Consumer Finance
Ohio Division of Financial Institutions