

- A. DFI is empowered by R.C. 1322.10(A)(1)(b) to refuse to issue a mortgage loan officer applicant a license if the applicant has been convicted of or has pleaded guilty "to any criminal offense involving theft, receiving stolen property, embezzlement, forgery, fraud, passing bad checks, money laundering, or drug trafficking, or any criminal offense involving money or securities."
- B. DFI is empowered by R.C. 1322.041(A)(3) to grant a loan officer applicant, who has been convicted of one of the crimes listed above, a license if the applicant "has proven ***, by a preponderance of the evidence, that the applicant's activities and employment record since the conviction show that the applicant is honest, truthful, and of good reputation, and there is no basis in fact for believing that the applicant will commit such an offense again."

- C. DFI enters into this Consent Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny Troy E. Clark a loan officer license on the basis of his criminal conviction as set forth in Paragraph E, and expressly reserves the right to institute formal proceedings based upon any violation of the OMBA, whether occurring before or after the effective date of this Agreement.
- D. Troy E. Clark applied for a mortgage loan officer license on April 26, 2002; that application is still pending.
- E. In or around 1992, Troy E. Clark he was convicted of the unauthorized use of property, a misdemeanor of the fourth degree.

Troy E. Clark states the following as proof that he is honest, trustworthy, and that there is no basis in fact for DFI to believe that he would commit such a crime again:

It has been ten years since his conviction and he has not been convicted of or plead guilty to any other criminal offense involving theft, receiving stolen property, embezzlement, forgery, fraud, passing bad checks, money laundering, or drug trafficking, or any criminal offense involving money or securities.

Since his conviction, Troy E. Clark has been honorably discharged from the U.S. Army, has held managerial positions, has worked in the mortgage and lending industry, has been married and has had three children.

Troy has also provided a number of letters from individuals who attest to Troy's character and fitness.

- F. Based upon the statements and/or representation made by Troy E. Clark, DFI finds that Troy E. Clark has proven, by a preponderance of the evidence, that his activities and employment record since his conviction show that he is honest, truthful, and of good reputation, and there is no basis in fact for believing that he will commit such an offense again.

AGREED CONDITIONS

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

- 1. DFI shall grant Troy E. Clark a mortgage loan officer license.

2. Should DFI discover that Troy E. Clark provided DFI with false, fraudulent, or misleading information in regards to his license application, Troy E. Clark agrees that such evidence firmly establishes that his character and general fitness do not command the confidence of the public and warrant the belief that he will conduct business honestly and fairly in compliance with the purposes of the OMBA. Troy E. Clark further agrees that such discovery is grounds for permanent revocation of his license.
3. Troy E. Clark agrees that this Consent 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.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of DFI, Troy E. Clark appears to have violated or breached any term or condition of this Consent 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 the laws of Ohio occurring before the effective date of this Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Troy E. Clark acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by DFI based on alleged violations of this Consent Agreement shall comply with the Ohio Administrative Procedure Act, codified in R.C. Chapter 119.

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

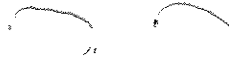
This Consent Agreement shall be considered a public record as that term is used in R.C. 149.43, and may be reported to appropriate organizations, data banks, and governmental bodies, or released to the general public.

EFFECTIVE DATE

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


TROY E. CLARK

5/20/03
Date


PAUL PANICO

Attorney for Troy E. Clark

5/20/03
Date


ROBERT M. GRIESER

5/20/03
Date

Deputy Superintendent for Consumer Finance
Ohio Division of Financial Institutions


AMANDA M. AXTELL

5/20/03
Date

In House Counsel—Consumer Finance
Ohio Division of Financial Institutions