

STATE OF OHIO  
DEPARTMENT OF COMMERCE  
**DIVISION OF FINANCIAL INSTITUTIONS**  
77 South High Street, 21<sup>st</sup> Floor  
Columbus, Ohio 43215-6120

In the matter of:	)	
<b>JOHN T. KILLINGER</b>	)	
<b>6389 Timbers</b>	)	Case No. 802514-009353
<b>Mason, OH 45040</b>	)	
	)	
	)	
	)	<b>CONSENT AGREEMENT</b>
	)	
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**CONSENT AGREEMENT BETWEEN JOHN T. KILLINGER  
AND THE OHIO DIVISION OF FINANCIAL INSTITUTIONS**

This Consent Agreement is entered into by and between John T. Killinger and the Ohio Division of Financial Institutions ("DFI"), a state agency charged with enforcing the Ohio Mortgage Broker Act ("OMBA"), codified in Chapter 1322 of the Ohio Revised Code ("R.C.").

John T. Killinger enters into this Consent Agreement being fully informed of his rights under R.C. Chapter 119, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

This Consent 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 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 John T. Killinger 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. John T. Killinger applied for a mortgage loan officer license on May 6, 2002; that application is still pending.
- E. John T. Killinger disclosed on his loan officer application that in or around 1990, he was convicted of petty theft, a misdemeanor of the first degree.

John T. Killinger 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 thirteen 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, John T. Killinger has graduated from college, owned a landscaping business, and for the last five years has worked in the mortgage and lending industry.

- F. Based upon the statements and/or representation made by John T. Killinger, DFI finds that John T. Killinger 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, John T. Killinger knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

- 1. DFI shall grant John T. Killinger a mortgage loan officer license.
- 2. Should DFI discover that John T. Killinger provided DFI with false, fraudulent, or misleading information in regards to his license application, John T. Killinger 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. John T. Killinger further agrees that such discovery is grounds for permanent revocation of his license.

3. John T. Killinger 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, John T. Killinger 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**

John T. Killinger 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.

John T. Killinger 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.

John T. Killinger May 20, 2003  
JOHN T. KILLINGER Date

Robert M. Grieser 5/20/03  
ROBERT M. GRIESER Date  
Deputy Superintendent for Consumer Finance  
Ohio Division of Financial Institutions

Amanda M. Axtell 5/20/03  
AMANDA M. AXTELL Date  
In House Counsel—Consumer Finance  
Ohio Division of Financial Institutions