

# SETTLEMENT AGREEMENT

MB# 800035-2002 CE  
DFI Case No. 04-0014-MBR

by and between

THE OHIO DEPARTMENT OF COMMERCE  
DIVISION OF FINANCIAL INSTITUTIONS

Consumer Finance Section

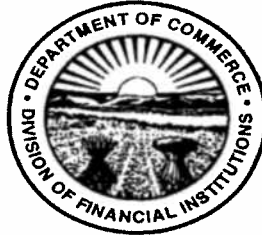
77 South High Street, 21<sup>st</sup> Floor  
Columbus, OH 43215-6120

&

MUTUAL MORTGAGE CORPORATION

8075 Read Road  
Cincinnati, OH 45237

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.



932480248  
\$2,200.-  
FEB 10 2006

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 no later than FRIDAY, FEBRUARY 10, 2006:**

- ☐ 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 \$2,200.00, 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 \$2,200.00, your package will be returned and the Settlement Agreement will not be accepted.

# SETTLEMENT AGREEMENT

**MB# 803329-2004 CE**  
**DFI Case No. 04-0014-MBR**

This Settlement Agreement is entered into 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

Hereinafter referred to as "DFI."

&

MUTUAL MORTGAGE CORPORATION  
8075 Read Road  
Cincinnati, Ohio 45237

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 company that holds a certificate of registration issued by DFI to engage in business as a mortgage broker pursuant to R.C. Chapter 1322.

Respondent voluntarily enters into this Settlement Agreement being fully informed of its right to representation by counsel, and its right to reject this Settlement Agreement and to proceed to have DFI issue a Final Order pursuant to R.C. Chapter 119 on the issues considered herein. The adjudicative hearing provided for in R.C. Chapter 119 was held on March 23, 2004. Following the hearing, the hearing officer issued a Report and Recommendation on August 4, 2004.

This Settlement Agreement contains the entire Settlement Agreement between the parties. There is no other Settlement Agreement of any kind, verbal or otherwise, on the issues considered herein, which varies the terms of the Settlement Agreement.

## **STIPULATIONS AND ADMISSIONS**

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

- A. DFI is authorized by R.C. 1322.10(A)(1)(a) to revoke a registrant's mortgage broker certificate of registration if DFI finds that the applicant has violated "or fail[ed] 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. R.C. 1322.052 requires every operations manager to complete at least six (6) hours of approved continuing education every calendar year.
- C. Respondent admits that it did not comply with the CE requirement of R.C. 1322.052 for the 2002 calendar year until April 29, 2003, forty-four days beyond the March 14, 2003 deadline extension granted by DFI.
- D. Because Respondent failed to timely comply with R.C. 1322.052, DFI has the authority to revoke Respondent’s mortgage broker certificate of registration.
- E. DFI enters into this Settlement Agreement in lieu of issuing a Final Order under R.C. Chapter 119 to revoke Respondent’s mortgage broker certificate of registration on the basis of Respondent’s untimely compliance with the OMBA.
- F. 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 violations of law described herein, Respondent agrees to pay a fine of two-thousand two-hundred dollars (\$2,200.00). 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. Respondent understands and agrees that if Respondent fails to follow any term of this Settlement Agreement or any filing instruction, DFI may reject the Settlement Agreement and proceed to issue a Final Order under R.C. Chapter 119 to revoke Respondent’s mortgage broker certificate of registration.
3. Respondent understands and agrees that by executing this Settlement Agreement, Respondent admits that it has violated R.C. Section 1322.052 by failing to timely complete the 2002 CE requirement of the OMBA, and that Respondent has been penalized in the form of a fine for this violation.
4. 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 6 pages attached, must be received in the offices of DFI on or before Friday, February 10, 2006.

5. If Respondent properly files this Agreement and fully complies with every provision, DFI agrees to execute the same, which will terminate the need for DFI to issue a Final Order in DFI Case No. 04-0014-MBR.
6. 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.
7. 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:

Jeff Blythe President

Date 02-09-06

SIGNATURE of authorized signor #1:

Jeff

Date 02-09-06

PRINTED Name of authorized signor #2:

Jeff

Blythe Secretary

Date 02-09-06

SIGNATURE of authorized signor #2:

Secretary

Date 02-09-06

PRINTED Name of authorized signor #3:

\_\_\_\_\_

Date

SIGNATURE of authorized signor #3:

\_\_\_\_\_

Date

PRINTED Name of authorized signor #4:

\_\_\_\_\_

Date

SIGNATURE of authorized signor #4:

\_\_\_\_\_

Date

Robert M. Grieser

DATE

Deputy Superintendent for Consumer Finance  
Ohio Division of Financial Institutions

Anthony D. Siciliano

DATE

Consumer Finance Staff Attorney  
Ohio Division of Financial Institution