

# SETTLEMENT AGREEMENT

03MBSA0021

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

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DIVISION OF FINANCIAL  
INSTITUTIONS  
2003 AUG 29 AM 10:42

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802475  
21ST MORTGAGE CORPORATION  
607 MARKET STREET - SUITE 521  
KNOXVILLE, TN 37902

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.



CHECK NO 7891485  
AMOUNT \$ 1000.00  
DATE 8/29/2003  
REC. BY ALB

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 FRIDAY, AUGUST 29, 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.

4. 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 initiate formal proceedings under R.C. Chapter 119 to deny Respondent's renewal application for a mortgage broker certificate of registration.
5. Respondent understands and agrees that by executing this Settlement Agreement, Respondent admits that it has violated R.C. Section 1322.04(B)(2) by failing to complete the 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 5 pages attached, must be received in the offices of DFI on or before Friday, August 29, 2003.
7. If Respondent properly files this Agreement and fully complies with every provision, DFI agrees to execute the same, to approve Respondent's renewal application(s), and to issue Respondent a mortgage broker certificate(s) of registration for the period ending April 30, 2004.
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:

SIGNATURE of authorized signor #1:

Tim Williams 8/28/03  
Date

PRINTED Name of authorized signor #2:

SIGNATURE of authorized signor #2:

James R. Conner 8/28/03  
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

8/29/03  
DATE

Amanda M. Axtell

Consumer Finance Legal Counsel  
Ohio Division of Financial Institution

8/29/03  
DATE

Please apply to 2002 CE Requirement

## Mortgage Broker Continuing Education Attendance Certificate

Timothy W. Williams

Attendee

6120

Loan Officer/Operations Manager number

607 Market Street Ste. 521 KNOXVILLE TN 37902

Business Address

has successfully completed continuing education in:

6 Hours of Ohio Mortgage Loan Mastery

Title of Course

Course was 90% or better attended on the date(s) of August 26, 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

August 28, 2003

Date of Issuance

2002009

Provider Number

July, 17, 2003

Course Number

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