

SETTLEMENT AGREEMENT

010873

by and between

THE OHIO DEPARTMENT OF COMMERCE
DIVISION OF FINANCIAL INSTITUTIONS
Consumer Finance Section

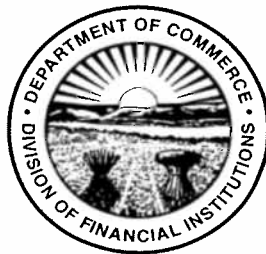
77 South High Street, 21st Floor
Columbus, OH 43215-6120

&

TIMOTHY L. SPANGLER

13725 West Center Street
Burton, OH 44021

RE: Loan Officer License Application filed May 26, 2004.



This Settlement Agreement is a legally binding document that affects your rights. Read it carefully.
If you have any questions, consult an attorney.

SETTLEMENT AGREEMENT

010873

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, 21st Floor
Columbus, OH 43215-6120

&

TIMOTHY L. SPANGLER

13725 West Center Street
Burton, OH 44021

The Division of Financial Institutions ("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."). Timothy L. Spangler is an individual who has applied to the Division for a loan officer license in order to be legally authorized to originate residential mortgage loans pursuant to R.C. Chapter 1322.

Spangler is represented by Attorney Luther L. Liggett, Jr. of Bricker & Eckler, located at 100 South Third Street in Columbus, Ohio. With the advice of his attorney, Spangler 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 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 in paragraph A above and codified in R.C. 1322.031(A)(2), 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. Spangler submitted an application for a mortgage loan officer license on May 26, 2004; that application remains pending.
- D. Spangler admits that in 1993 he was convicted of theft for stealing alcohol from a convenience store.
- E. Spangler understands that because he has been convicted of theft, DFI has the authority to refuse to issue him a loan officer's license.
- F. In an attempt to show that, despite his theft conviction, he should be issued a loan officer license, Spangler submitted evidence to DFI documenting his employment history and activities since 1993.
- G. Based upon Spangler's representations and supporting documentation, DFI finds that Spangler has proven by a preponderance of the evidence that he is honest, trustworthy, and that there is no basis in fact for DFI to believe he would commit theft again.
- H. DFI enters into this Settlement Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny Spangler's application for a loan officer license on the basis of his conviction.
- I. 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, Spangler knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

1. If Spangler properly files this Agreement and fully complies with every provision, DFI agrees to execute the same, to approve Spangler's loan officer license application, and to issue Spangler a loan officer license for the period ending April 30, 2006.
2. Spangler understands and agrees that if should DFI discover that Spangler has provided DFI with false, fraudulent, or misleading information in regard to his license application, Spangler agrees that such evidence shall firmly establish 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. Spangler further agrees that such evidence is grounds for permanent revocation of his license.

3. Spangler 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. If Spangler violates any term of this Settlement Agreement, DFI may reject the Settlement Agreement and initiate formal proceedings under R.C. Chapter 119 to deny Spangler's application for a loan officer license.
5. 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, Spangler 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

Spangler acknowledges that he has been advised by DFI to seek legal counsel if he has any question concerning the terms and/or effect of this Settlement Agreement.

Spangler 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 Spangler 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.

TIMOTHY L. SPANGLER

DATE

5/5/05

LUTHER L. LIGGETT, JR.
Attorney for Timothy L. Spangler

DATE

5/9/05

ROBERT M. GRIESER

DATE

5/10/05

Deputy Superintendent for Consumer Finance
Ohio Division of Financial Institutions

AMANDA M. AXTELL

DATE

5/10/05

Consumer Finance Counsel
Ohio Division of Financial Institutions