

LOAN PURCHASE AGREEMENT

This Loan Purchase Agreement ("Agreement") is entered into as of the date written below, by and between

Community Banc Mortgage Corp. ("BancMac"), a duly organized and validly existing Illinois corporation,

and

("Correspondent"),

(print or type name of financial institution, city, and state of location)

a financial institution organized and existing under the laws of the State of

(print or type name of state)

WHEREAS, BancMac resolves to purchase residential mortgage loans originated by approved Correspondent in accordance with the terms described in this Agreement; and

WHEREAS Correspondent has been approved by BancMac and desires to originate and sell residential mortgage loans to BancMac and, where appropriate, to authorize BancMac to act on its behalf in processing residential mortgage loans qualifying for sale to the secondary market.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the adequacy of which is hereby acknowledged, BancMac and Correspondent hereby agree as follows:

- A. Eligible residential mortgage loans (hereinafter collectively referred to as 'Loan' or 'Loans') purchased by BancMac will be:
 - (1) 10- to 30-year fixed-rate, ARM, and balloon reset, 1-4 family, first lien, owner- or non-owner-occupied, residential mortgage loans, including residential mortgage loans secured by PUD or condominium properties. Any such residential mortgage loans must be eligible for sale to Fannie Mae, Freddie Mac, or a third party residential mortgage loan investor selected by BancMac.
- B. Pricing on Loans will be provided to Correspondent.

Loan rate commitments may be made after application and underwriting documents are reviewed and approved by BancMac, unless otherwise agreed-to by BancMac on a case-by-case basis. Loan rate commitments shall be

considered effective and binding upon telephone or facsimile confirmation from BancMac to Correspondent;

C. Correspondent certifies that they are:

- (1) A state chartered bank, national bank, or savings and loan;
- (2) FDIC insured;
- (3) Not under any agreement, order, or memorandum from a regulatory agency; and
- (4) In compliance with all applicable state and/or federal laws related to licensing, qualification, or approval to originate residential mortgage loans.

D. Correspondent agrees to:

- (1) Submit resumes of key personnel involved in the origination, processing, and/or underwriting of Loans;
- (2) Allow on-site review by BancMac staff of information that BancMac may deem necessary to determine continued eligibility of Correspondent and/or to complete a quality control review of Loans;
- (3) Provide a certified copy of Board Resolution approving participation in this program, and naming officers and/or personnel authorized to execute all documents necessary to effect the sale of Loans to BancMac, including this Agreement;
- (4) Advise of any change in ownership of Correspondent;
- (5) Submit all original Loan documentation necessary to complete the sale of Loans to BancMac, including but not limited to the following:
 - a. Original handwritten application, verifications, appraisal, credit report and all other Loan documentation prior to approval of the credit;
 - b. Commitment for title policy upon receipt, but no later than 72 hours prior to Loan closing;
 - c. Original Loan note, properly assigned, 72 hours prior to the specified mandatory Loan delivery date from Correspondent to BancMac;
 - d. Closing documents, including recorded mortgage, recorded assignment of mortgage, final title policy (including all required endorsements), insurance policy, and any other documentation to complete the Loan file within a reasonable time after closing, but no longer than 60 days from the date of closing.
 - e. In the event that Correspondent becomes aware of any changes to

Loan borrower credit and/or financial circumstances that occurs after submission of Loan credit package to BancMac but prior to Loan closing, Correspondent agrees to notify BancMac of such changes.

- (6) In the event Correspondent does not deliver all required Loan documents as required, without an approved extension of time by BancMac, Correspondent shall, at BancMac's option, be required to repurchase the Loan.
- (7) If Loans are to be delivered to BancMac under a mandatory commitments, Correspondent agrees to meet mandatory Loan delivery dates. In the event Correspondent has committed to deliver a Loan under a mandatory commitment, and fails to do so, Correspondent will remit to BancMac the pair-off fee assessed by the secondary market.

E. Correspondent warrants that:

1. Loans are processed in compliance with all applicable federal, state, and local laws, and all FDIC, OCC, OTS, or Federal Reserve regulations applicable to residential mortgage lending;
 2. Loans are processed, packaged, and closed in accordance with secondary market guidelines;
 3. Loans are originated, processed, and closed by the Correspondent, or their authorized representative. Correspondent is responsible for actions of authorized representatives as if Correspondent originated, processed, or closed the Loan;
 4. All Loan documents and representations are true and correct; and,
 5. No builder, developer, property seller, or other interested party to a transaction has participated directly in the processing, packaging, or sale of any Loan delivered to BancMac.
 6. Correspondent will make every effort to confirm the true identity of the loan applicant(s) by complying with all requirements of Section 326 of the USA PATRIOT Act and its implementing regulations. Correspondent certifies that it is a financial institution that is subject to the USA PATRIOT Act and that it is regulated by a federal functional regulator. Correspondent hereby agrees to certify to BancMac annually that it has implemented an anti-money-laundering program and that Correspondent (or its agents) will perform the identity verification procedures for BancMac. All terms used in this contract addendum have the meanings assigned to them in 31CFR 103.121.
- F. Correspondent fully indemnifies and agrees to hold BancMac, its successors and assigns, harmless from and against any and all claims, demands, actions, suits, damages, costs, and expenses of every nature and character (hereinafter collectively referred to as "Losses") that may arise or be made against or incurred by

BancMac as a result of the Correspondent's failure to perform its obligations, breach any warranties, or misrepresent any certifications in connection with this Agreement. Losses heretofore or hereafter incurred by BancMac may, at BancMac's discretion, be offset against Correspondent's funds on deposit at BancMac or any affiliate of BancMac and/or from and against future net fundings of Correspondent's loans.

- G. BancMac agrees:
- a. To service all Loans purchased from Correspondent that are delivered to BancMac under the 'BancMac servicing retained program' in compliance with appropriate secondary market servicing guidelines. For such 'BancMac servicing retained' Loans, BancMac shall not assign or sell the Loan servicing rights without prior written notice to the Correspondent. BancMac's affiliate, United Community Bank, will be the sub-servicer of Loans purchased by BancMac.
 - b. To sell to third-party investors all Loans and Loan servicing rights purchased from Correspondent that are delivered to BancMac under the 'BancMac servicing released program' in compliance with appropriate secondary market guidelines.
 - c. Not to initiate any solicitation by direct mail, telephone, e-mail, or personal contact with Correspondent's participating borrowers, other than what contact is necessary to service the Loans, without prior written notice to Correspondent; and
 - d. To hold confidential all information about Correspondent, other than what reporting is necessary to satisfy federal, state, regulatory, or secondary market guidelines.
- H. BancMac fully indemnifies and agrees to hold Correspondent harmless from and against any and all losses, claims, demand, actions, suits, damages, costs, and expenses of every nature and character that may arise or be made against or incurred by Correspondent as a result of BancMac's failure to perform its obligations under this Agreement.
- I. Quality control audits will be performed by BancMac on Loans purchased by BancMac from Correspondent. In addition, Fannie Mae, Freddie Mac, or third-party investors may perform periodic random audits on Loans purchased by BancMac from Correspondent. All documentation submitted by Correspondent will be verified. In the event that any audit identifies discrepancies of information submitted, improper documentation, imprudent lending, deviation from processing under Fannie Mae, Freddie Mac, or third-party investor guidelines, or applicable laws or regulatory regulations, Correspondent shall, at BancMac's discretion, be required to repurchase the Loan, and this Agreement will be subject to immediate termination by BancMac.
- J. BancMac reserves the right to terminate Agreement for specifically, but not limited to, the following reasons:

1. Deviation of Loan origination and/or processing under Fannie Mae, Freddie Mac, or third-party investor guidelines;
 2. Non-compliance with any rules, laws, or regulations governing residential lending;
 3. Imprudent residential lending practices;
 4. Failure to remit funds due BancMac in a timely manner;
 5. Failure to deliver Loans under mandatory commitments;
 6. Failure to meet time deadlines on mandatory commitments;
 7. Failure to remain in compliance with the original approval criteria;
 8. In the event that any fraud or misrepresentation on the part of Correspondent or its affiliates is identified; and/or
 9. Higher than average Loan delinquency ratios or performance characteristics.
- K. Except as otherwise set forth herein, either party can terminate this Agreement by giving ninety (90) days written notice to the other party; except notice of termination by either party will not terminate outstanding obligations to process or deliver Loans in progress, or to service Loans closed hereunder, or to pay outstanding fees or expenses due.
- L. This Agreement constitutes the entire agreement between the parties. No amendment hereto shall be effective unless such amendment is in writing and signed by the duly authorized representatives of all parties.
- M. If any provision of this Agreement shall be held invalid, the legality and enforceability of all remaining provisions shall not in any way be affected or impaired and this Agreement shall be interpreted as if such invalid provision were not contained herein.
- N. If either party commences an action or proceeding to enforce any part of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees incurred by the prevailing party in connection with such action or proceeding. Venue for any such action or proceeding shall be in Sangamon County, Illinois, and this Agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF this Agreement is executed and delivered pursuant to authority of the Board of Directors of the undersigned.

COMMUNITY BANC MORTGAGE CORP.

BY: _____

BY: _____

TITLE: _____

DATE: _____

Print or type name of state chartered or national bank or savings and loan

BY: _____
Signature of authorized officer

BY: _____
Print or type name

TITLE: _____
Print or type title of authorized officer

DATE: _____
Print or type date

2/16/2010