

Wyoming Energy Savers Program
WYOMING COMMUNITY DEVELOPMENT AUTHORITY
LOAN PURCHASE PROGRAM
\$2,000,000

DATE: June 1, 2010

APPLICATION FOR PARTICIPATION
AND LOAN PURCHASE AGREEMENT

NOTE: *This executed Application **MUST** be received by the WCDA in advance of any reservation for loans from this program.*

This Application for Participation and Loan Purchase Agreement is hereby made by

(hereinafter referred to as “Mortgage Lender”) whose principal place of business is located at _____ . All lenders wishing to participate in the Wyoming Energy Savers Program should sign and return this application. In order to be eligible to participate in the Wyoming Energy Savers Program lenders must be approved under the WCDA Single Family Mortgage Purchase Program or contact WCDA for approval specifically for the WES program only. **WCDA will be accepting fund reservations for the program on a loan by loan basis over the WCDA Lender on Line Loan Reservation System at <https://wylender.wyomingcda.com>.** This Application and a signed WCDA WyLender on Line Access Authorization Form (MPP308) **must be on file** at the WCDA office **prior** to reserving funds under the Wyoming Energy Savers Program.

1. Agreement to Make Mortgage Loans

Mortgage Lender hereby agrees to make Mortgage Loans and to assign and deliver such Mortgage Loans to the WCDA for purchase by the WCDA upon the terms and in compliance with the conditions set forth in the Wyoming Energy Savers Program Summary and this document.

- (a) **Mortgage Loans may be delivered without penalty until future notice is given that funding is no longer available.**
- (b) **The commitment of WCDA to purchase WES loans expires one month following notice that funds are no longer available.**

2. Fees.

- (a) Mortgage Lender may charge a \$400 origination fee.
- (b) WCDA permits lenders to pass on to Borrower(s), fees as set forth in the WES Program Summary.

3. Nature of Agreement.

This Mortgage Lender’s agreement is valid and binding from the date hereof and is irrevocable.

4. Mortgage Lender’s Warranty.

The Mortgage Lender represents and warrants that the information supplied to the WCDA in conjunction with this Application, without limitation, is true and correct as of the date hereof and undertakes to give the WCDA notice of any changes which may occur. The Mortgage Lender represents and warrants that the loans submitted to WCDA under this Program meet the program guidelines as outlined in the WCDA WES Program Summary. In the event any loan purchased by WCDA does not meet the program guidelines, the Mortgage Lender agrees to repurchase the same from WCDA at a price equal to the unpaid principal, plus accrued but unpaid interest.

5. Mortgage Servicing.

WCDA will service all loans under the Wyoming Energy Savers Program with no servicing release premium being paid to the Mortgage Lender.

6. Loans Delivered with Insufficient Documentation.

Mortgage loans delivered to WCDA without the minimum document requirements may be returned to the lender. All required documents must be delivered to WCDA before the loans will be purchased from the Mortgage Lender.

7. Notices Under this Agreement.

All notices or other communications to the Mortgage Lender or to the WCDA to be given by the terms of this Application shall be in writing and shall be deemed to have been given on the date when postmarked.

(Name of Lending Institution) _____
hereby requests participation in the Wyoming Community Development Authority’s Wyoming Energy Savers Program under the terms and conditions of the Wyoming Energy Savers Program Summary and this application.

Dated: _____

Name of (Mortgage) Lending Institution

Wyoming Community Development Authority

By: _____
Please type or print full name and title of officer signing.

By: _____