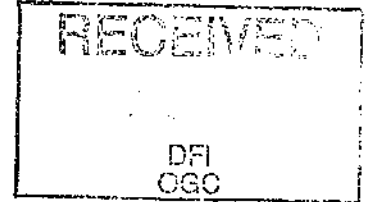


COMMONWEALTH OF KENTUCKY
PUBLIC PROTECTION CABINET
DEPARTMENT OF FINANCIAL INSTITUTIONS
AGENCY CASE NO. 2012-AH-0264



IN THE MATTER OF:
PRUDENTIAL MORTGAGE SERVICES, LLC
1230 SOUTH HURSTBOURNE PARKWAY, SUITE 215
LOUISVILLE, KY 40222

AGREED ORDER

BACKGROUND AND FACTUAL FINDINGS

1. Prudential Mortgage Services, LLC ("Prudential") is licensed with the Department of Financial Institutions ("DFI") as a mortgage loan broker (License #MB22243) whose principal office is located at 1230 South Hurstbourne Parkway, Suite 215, Louisville, KY 40222.

2. On May 7, 2012, an examination was conducted into the condition, workings and affairs of Prudential's office to determine whether: (1) it was in compliance with applicable laws and regulation; (2) its practices and policies had an adverse impact on prospective borrowers; and (3) it was being operated efficiently, fairly, and in the public interest.

3. In the course of that examination it was discovered that Prudential violated Chapter 286.8-030(1)(d) of the Kentucky Revised Statutes by employing or using an unregistered loan processor in connection with a residential mortgage loan in Kentucky.

AGREEMENT AND ORDER

The Department of Financial Institutions and Prudential, in the interest of economically and efficiently resolving the violations described in the foregoing Background and Factual Findings, agree as follows:

1. Prudential agrees to pay a fine in the amount of One Thousand Dollars (\$1,000) for the violation set forth above, which fine shall be made payable to the "Kentucky State Treasurer"

and mailed to the Department of Financial Institutions, Attn: William Owsley, 1025 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601.

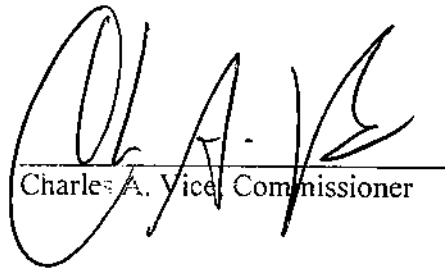
2. In regard to this matter, Prudential waives its right to demand a hearing, at which Prudential would be entitled to legal representation, to confront and cross examine witnesses for the Department of Financial Institutions, and to present evidence on its own behalf. Further, Prudential consents to and acknowledges the jurisdiction of the Department of Financial Institutions over this matter and that this Agreement is a matter of public record and may be disseminated as such.

3. In consideration of the execution of this Agreed Oder, Prudential, for itself, and for its successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the DFI, Office of Legal Services, and each of their members, agents and employees in their individual capacities, from any and all manner of actions, causes of actions, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Prudential ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration.

4. By signing below, the parties acknowledge that they have read the foregoing Agreed Order, know and understand its contents, and that they are authorized to enter into and executed this Agreed Order and legally bind their respective parties.

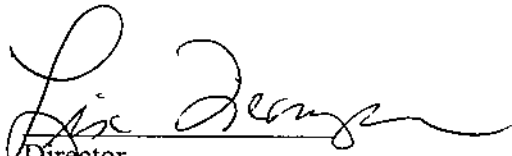
5. This Settlement Agreement shall constitute the Final Order in this matter.

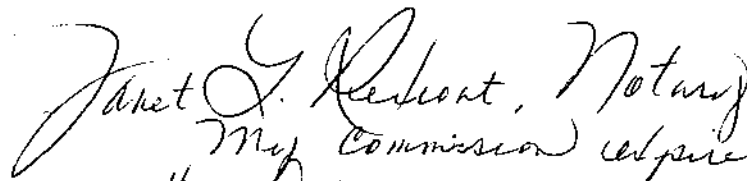
IT IS SO ORDERED on this the 5th day of November, 2012.


Charles A. Vice, Commissioner

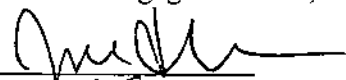
Consented to:

This 7 day of November 2012


Director
Division of Non-depository Institutions
Department of Financial Institutions


My Commission expires 9-27-2014
This 26th day of October 2012

Prudential Mortgage Services, LLC

BY: 
ITS: CEO