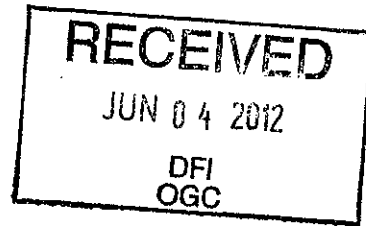


COMMONWEALTH OF KENTUCKY
PUBLIC PROTECTION CABINET
DEPARTMENT OF FINANCIAL INSTITUTIONS
AGENCY CASE NO. 2012-AH-0132



DEPARTMENT OF FINANCIAL INSTITUTIONS

COMPLAINANT

v.

AGREED ORDER

KIRKSTON MORTGAGE LENDING, LLC

RESPONDENT

* * * * *

1. The Department of Financial Institutions (“DFI”) is responsible for regulating and licensing mortgage loan brokers, mortgage loan companies, mortgage loan originators, and mortgage loan processors in accordance with the provisions set forth in KRS Chapter 286.8, the Mortgage Loan Company and Mortgage Loan Broker Act (the “Act”).

2. Respondent is licensed as a mortgage company (license #MC20054). Respondent’s principal place of business is at 501 Cross Pointe Blvd., Evansville, IN 47715. Respondent also has a branch office located 661 31W Bypass, Suite A, Bowling Green, KY 42101 (license #MC72544) (“the Bowling Green Branch”).

3. On July 12, 2011, DFI conducted a compliance exam on Respondent’s Bowling Green Branch. During the course of that exam DFI discovered that the Bowling Green Branch conducted business before it was approved for licensure, in violation of KRS 286.8-100.

4. The DFI possesses a range of administrative authority in addressing violations of the Act, including license revocation or denial, and/or the imposition of fines in an amount up to \$25,000 per violation. *See* KRS §286.8-046; §286.8-090.

6. In the interest of economically and efficiently resolving the violation(s) described herein, DFI and Respondent agree as follows:

a. Respondent agrees to a fine assessment in the amount of seventeen thousand five hundred dollars (\$17,500.00) for the violation(s) described herein;

b. Respondent agrees to and shall pay the fine assessed herein, in six (6) installments, shall be in the form of a certified check or money order made payable to "Kentucky State Treasurer" and mailed to the Department of Financial Institutions, Attn: Shaun Orme, 1025 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601;

c. The first installment shall be in the amount of \$2916.70 and shall be due upon Respondent signing the Agreed Order. The second installment shall be in the amount of \$2916.66 and shall be due thirty (30) days from the date the Commissioner executes the Agreed Order. The third installment shall be in the amount of \$2916.66 and shall be due sixty (60) days from the date the Commissioner executes the Agreed Order. The fourth installment shall be in the amount of \$2916.66 and shall be due ninety (90) days from the date the Commissioner executes the Agreed Order. The fifth installment shall be in the amount of \$2916.66 and shall be due one hundred twenty (120) days from the date the Commissioner executes the Agreed Order. The sixth installment shall be in the amount of \$2916.66 and shall be due one hundred fifty (150) days from the date the Commissioner executes the Agreed Order.

7. The parties agree and understand that a violation of this Agreed Order shall constitute a separate violation and shall not be construed as resolved by this Agreed Order. A violation of this Agreed Order may include, but not be limited to a civil penalty and/or other appropriate action.

8. Respondent waives its right to demand a hearing at which Respondent would be entitled to legal representation, to confront and cross examine witnesses, and to present evidence on its own behalf, or to otherwise appeal or set aside this Order.

9. Respondent consents to and acknowledges the jurisdiction of DFI over this matter and that this Agreed Order is a matter of public record and may be disseminated as such.

10. In consideration of execution of this Agreed Order, Respondent for itself, and for its successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, 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 action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent 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.

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

12. This Agreed Order will serve as the Final Order for this action.

IT IS SO ORDERED on this the 4th day of June, 2012.

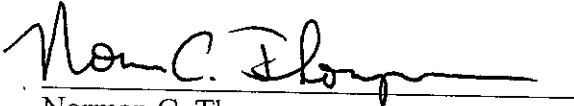


CHARLES A. VICE
COMMISSIONER

Consented to:

This 4 day of June, 2012.

This 1st day of June, 2012.



Norman C. Thompson
Director, Non-Depository Division
Department of Financial Institutions



Authorized Representative
Kirkston Mortgage Lending, LLC

ACKNOWLEDGEMENT

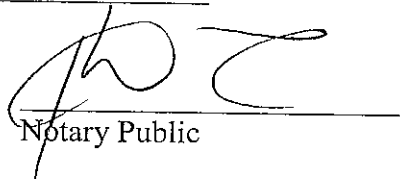
STATE OF Indiana)
)
COUNTY OF Dubois)

On this the 1st day of June, 2012, before me, the undersigned, Cheryl L. Kirkland, for Kirkston Mortgage Lending, LLC, did personally appear and acknowledge himself/herself and that he/she, being authorized to do so, entered into and executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand.

My Commission Expires: 12/6/19

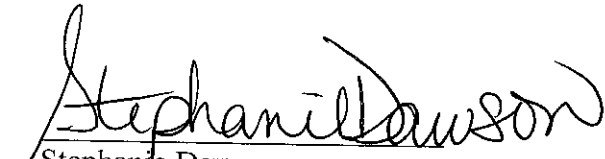
Notary Public - State of Indiana
Dubois County
My Commission Expires:
December 6, 2019


Notary Public

Certificate of Service

I, Shaun T. Orme, hereby certify that a copy of the foregoing **Agreed Order** was sent on this the 5th day of June, 2012, by certified mail, return receipt requested, to the following:

Steven Jones
Kirkston Mortgage Lending, LLC
Compliance Manager
501 Cross Pointe Blvd.
Evansville, IN 47715


Stephanie Dawson
Department of Financial Institutions