

BROKER
PREDATORY LENDING DATABASE FORM

Compliance: _____
Exemption: _____

Date: _____
Title Order no.: _____

WHEREAS, the _____ Title Insurance Company, [and _____ Title Insurance Agent, if applicable] hereinafter referred to as "the Company," is about to issue its Title Insurance Policy in respect to land falling within the boundaries of the Predatory Lending Database Program Area;

AND WHEREAS, the Company has raised an Informational Note or Requirement on the Title Insurance Policy requiring either a Certificate of Compliance or Exemption and submission of certain information for entry into the Predatory Lending Database (PLD);

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy without exception relative to consequences of the failure to comply with provisions of the Predatory Lending Database Act 765 ILCS 77/70 et seq. (the Act);

NOW, THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of One Dollar (\$1.00) to the undersigned by the Company, the sufficiency and receipt of which are hereby acknowledged, the undersigned hereby makes the representations shown below and enters into the covenants and agreements with the Company shown below, all for the purpose of inducing the Company to issue the Title Insurance Policy without an exception relating to the Act.

TRANSACTION INFORMATION:

1. Borrower's name(s): _____

2. Permanent Index Number: _____
3. Loan amount: \$ _____

REPRESENTATIONS

1. Date of Loan Application: _____ *

2. Collateral Description: ___ single family
 ___ 2 unit
 ___ 3 unit
 ___ 4 unit
 ___ multifamily residential, 5 units or more*
 ___ commercial / industrial *
 ___ governmental / institutional *

3. Loan Purpose: ___ primary residence
 ___ secondary residence
 ___ investment *

4. Loan information:

Initial Note rate	_____	%
Is the loan an interest-only loan?	___yes	___no
Does interest rate adjust within 3 yrs or less?	___yes	___no
Does the loan have a prepayment penalty?	___yes	___no
Does the loan carry negative amortization?	___yes	___no
Is the loan a reverse mortgage?	___yes	___no *

COVENANTS AND AGREEMENTS

The undersigned, jointly and severally, for themselves, their heirs, successors, personal representatives, and assigns, do hereby covenant and agree with the Company:

- (1) to forever fully protect, defend, and save the Company harmless from any and all loss, costs, damages, attorneys' fees, and expenses of every kind (including any costs, attorneys' fees, and expenses incurred in enforcing this Agreement) which the Company may suffer, expend, or incur under the Title Insurance Policy on account of any inaccuracies in the aforesaid representations, or in consequence of the matters referred to in the Informational Note or Requirement, or on account of the assertion or enforcement or attempted assertion or enforcement of the matters referred to in the Informational Note or Requirement, or on account of any rights existing or hereafter arising which may be claimed to exist or arise under the matters referred to in the Informational Note or Requirement, or on account of any rights existing or hereafter arising which may be claimed to exist or arise pursuant to the closing of the loan or under any Closing Protection Letter issued by the Company on account of any inaccuracies in the aforesaid representations; and
- (2) to provide for the defense, at their own expense, on behalf of and for the protection of the Company and of the parties insured under the Title Insurance Policy, or who may become insured under the Title Insurance Policy, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on the matters referred to in the Informational Note or Requirement which may be asserted or attempted to be asserted, established, or enforced against the land described in the Title Insurance Policy.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed this ____day of _____, 200__

Name of Broker Entity(corporation, partnership, LLC)

By: _____

Print Name: _____

Exhibit 5