

State of New York
Banking Department

In the Matter of

Ameritrust Mortgage Bankers, Inc. DBA
N.Y. Financial Mortgage Lending

SETTLEMENT AGREEMENT

A Mortgage Banker licensed pursuant to
Article 12-D of the Banking Law

(Licensee)

WHEREAS, Ameritrust Mortgage Bankers, Inc. DBA N.Y. Financial Mortgage Lending ("Licensee") is a licensed mortgage banker in the State of New York; and

WHEREAS, pursuant to Section 597 of the Banking Law and Part 410.8(b) of the Superintendent's Regulations, Licensee is required to annually file a report with the Superintendent giving such information as the Superintendent may require concerning the business and operations of Licensee during the preceding calendar year; and

WHEREAS, on February 5, 2009, the Banking Department notified Licensee by mail to complete a Volume of Operations Report ("VOOR") for the 2008 calendar and submit it no later than April 10, 2009; and

WHEREAS, the Banking Department notified Licensee, via the website, that the filing deadline was extended to April 17, 2009; and

WHEREAS, on May 18, 2009, the Banking Department notified Licensee by UPS that (i) Licensee had failed to file a 2008 VOOR in violation of Section 597 of the Banking Law and Part 410.8(b) of the Superintendent's Regulations; (ii) Licensee was directed to file their 2008 VOOR by June 12, 2009, for which a copy of the prefilled 2008 VOOR form was enclosed (iii) the Department would levy a fine of \$200 for every day after April 17, 2009 that they failed to file a 2008 VOOR (iv) failure to file by June 12, 2009 would result in a fine of \$500 per day for every day after June 12, 2009, that they failed to submit the 2008 VOOR (v) a hearing would be scheduled to determine whether their license should be revoked; and;

WHEREAS, the Banking Department received Licensee's 2008 VOOR on **September 18, 2009**; and

WHEREAS, the Superintendent and the Licensee mutually agree to resolve the aforementioned violation as stipulated below.

NOW, THEREFORE IT IS STIPULATED AND AGREED BY THE PARTIES HERETO AS FOLLOWS:

THAT, Licensee agrees as follows:

1. Licensee understands the terms and conditions of the Settlement Agreement, freely and voluntarily waives its right to a hearing on the charges made and any and all appeal relating to this matter.
2. Licensee will take all necessary steps to ensure compliance with all applicable laws and regulations.
3. Licensee agrees to the payment of a fine in the amount of **\$10,000** in thirteen monthly installments, with the first installment of **\$3,000** due by the close of business September 25, 2009. The remaining 12 payments, due by the 25th of each month are to be paid as follows one installment of **\$587** and eleven installments of **\$583** until the fine is fully paid. The installments shall be made in electronic transfers, in immediately available funds, pursuant to transfer instructions received from the Banking Department. Failure to make timely payment on any of the installments shall result in immediate revocation of Licensee's license.
4. All communication regarding this Settlement Agreement shall be sent to:

Rholda L. Ricketts
Deputy Superintendent of Banks
Mortgage Banking Department
New York State Banking Department
One State Street
New York, NY 10004

David H. Bakhshi
President/Owner
Ameritrust Mortgage Bankers, Inc. DBA
N.Y. Financial Mortgage Lending
1981 Marcus Avenue, Suite C129
Lake Success, NY 11042 1032

5. The provisions of this Settlement Agreement shall not bar, estop or otherwise prevent the Superintendent, or any state or federal agency or department, from taking any other action affecting Licensee, any of its current or former officers, directors, employees, or insiders, or their successors or assigns in connection with any matter relating to this Settlement Agreement. Nor shall this Agreement bar, estop or otherwise prevent the Superintendent from entering any other action affecting Licensee, any of its current or former officers, directors, employees, or insiders, or their successors or assigns in connection with any matters not covered by this Agreement.
6. No extension or waiver of the terms of this Settlement Agreement shall be binding on the Banking Department unless it is in writing and signed by the Superintendent or Deputy Superintendent.

7. Each provision of this Settlement Agreement shall remain effective and enforceable until stayed, modified, terminated or suspended in writing by the Superintendent or Deputy Superintendent.
8. The effective date of this Settlement Agreement is the date on which it is executed by the Superintendent or Deputy Superintendent.
9. The provisions of this Settlement Agreement are not confidential.

Agreed to and accepted:

New York State Banking Department

Ameritrust Mortgage Bankers, Inc. DBA
N.Y. Financial Mortgage Lending

by: _____
Rhonda L. Ricketts
Deputy Superintendent of Banks

by: _____
David H. Bakhshi
President/Owner

Dated: _____

Dated: _____