

State of New York
Banking Department

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In the Matter of

Euro Mortgage Bankers, Inc.
B500873

SETTLEMENT AGREEMENT

A Licensed Mortgage Banker Pursuant To
Article XII-D of the New York Banking Law
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This Settlement Agreement ("Agreement") is made and entered into by and between Euro Mortgage Bankers, Inc. ("Euro Mortgage") and the State of New York Banking Department ("Banking Department"), collectively ("the Settling Parties"), evidencing an agreement between the Settling Parties to resolve, without a hearing, the violations cited herein by Lisa Vitale and Euro Mortgage of Parts 410.1(b)(2) and 410.8 of the Superintendent's Regulations, upon and subject to the terms and conditions hereof.

RECITALS

1. Euro Mortgage is headquartered at 1 Huntington Quadrangle, Suite 1N16, Melville, NY 11747 and was granted a license by the Banking Department on February 15, 2007 to engage in the business as a mortgage banker pursuant to Article XII-D of the New York Banking Law ("Banking Law").
2. On July 7, 2008 an examination of Euro Mortgage was conducted by the New York State Banking Department.
3. The examination found the licensee had several repurchase agreements with large mortgage companies greater than one million dollars but did not have an appropriate line of credit as required by Part 410.1(b)(2) of the Superintendent's Regulations which required mortgage bankers to "maintain an existing line of credit in an amount of not less than \$1,000,000 provided by

an unaffiliated banking institution, insurance company, or similar credit facility approved by the superintendent.”

4. The examination found the licensee did not have an adequate surety bond based on the volume generated by the licensee as required in Part 410.8 of the Superintendent’s Regulations. Based on the 2007 revised Volume of Operations Report (VOOR), Euro Mortgage should have had a surety bond of \$150,000. However, the licensee’s surety bond was less than the required amount of \$150,000.

II.

SETTLEMENT TERMS AND CONDITIONS

Without admitting or denying the Department’s findings, Euro Mortgage is willing to resolve the violations cited including, but not limited to, maintaining the required line of credit and surety bond by entering into this Agreement and freely and voluntarily waiving its right to a hearing under Banking Law Sections 44 and 598 on these violations. Therefore, in consideration of the promises and covenants set forth herein, the Settling Parties agree, as follows:

1. Euro Mortgage agrees to take all necessary steps to ensure its compliance with all applicable federal and state laws, regulations, and supervisory requirements relating to its mortgage business.

2. Euro Mortgage agrees to pay a fine of \$6,600 in twelve (12) equal monthly installments of \$550 each beginning February 15, 2011 and due by the 15th day of each month following until January 15, 2012. These monthly payments will be made in immediately available funds in accordance with Banking Department payment instructions.

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. The Settling Parties acknowledge that Euro Mortgage Bankers, Inc.’s failure to comply with any of the settlement terms and conditions of this Agreement may result in the Banking Department taking action to revoke Euro Mortgage’s license to engage in the business of a

mortgage banker under Article 12-D of the Banking Law.

2. The Settling Parties acknowledge that entering into this Agreement shall not bar, estop, or otherwise prevent the Superintendent, or any state, federal or local agency or department or any prosecutorial authority from taking any other action affecting Euro Mortgage Bankers, Inc., any of its current or former owners, officers, directors, employees, or insiders, or their successors or assigns with respect to the violations cited herein, or any other matter whether related or not to such violations.

3. This Agreement may not be altered, modified or changed unless in writing signed by the Superintendent or his designee.

4. This Agreement shall be enforceable and remain in effect unless stayed or terminated in writing by the Superintendent or his designee.

5. The effective date of this Agreement is the date on which it is executed by the Deputy Superintendent of Banks for Mortgage Banking.

6. All written communications to the Banking Department regarding this Agreement should be sent as follows.

Attention:

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

7. All written communications to Euro Mortgage Bankers, Inc. regarding this Agreement should be sent as follows.

Attention:

Ms. Lisa Vitale
Euro Mortgage Bankers, Inc.
1 Huntington Quadrangle, Suite 1N16
Melville, NY 11747

8. This Agreement is not confidential; therefore it is available to the public.

WHEREFORE, the Settling Parties hereto have caused this Agreement to be executed.

By: _____

Lisa Vitale
Euro Mortgage Bankers, Inc.

Dated: _____

By: _____

Rholda L. Ricketts
Deputy Superintendent of Banks
State of New York Banking Department

Dated: _____