

State of New York
Banking Department

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In the Matter of

**U.M SERVICES IN LIEU OF
UNITED MORTGAGE SERVICES, LLC
A005563**

SETTLEMENT AGREEMENT

A Registered Mortgage Broker 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 U.M. Services in Lieu of United Mortgage Services, LLC (the, "Registrant", "U.M. Services") 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 the Registrant of the State of New York Banking Law 594-b (1) and Section 104.1(a) of Supervisory Procedure MB 104, upon and subject to the terms and conditions hereof.

I.

RECITALS

1. U. M. Services headquartered at 270 Sylvan Avenue, Suite L130, Englewood Cliffss, NJ 07632 was granted a registration by the Banking Department on January 2, 2003 to engage in the business as a mortgage broker pursuant to Article XII-D of the New York Banking Law ("Banking Law").

2. Section 44.1(a) of the Banking Law provides, in part, that the New York Superintendent of Banks ("the Superintendent") may, in a proceeding after notice and a

hearing, require a registered mortgage broker to pay to the people of this State a penalty for a violation of the Banking Law and any regulation promulgated thereunder.

3. Part 38 Section 38.8 of the General Regulations of the Banking Board, provides that a mortgage broker may be subject to disciplinary action by the Banking Department for, among other things, violations of Article 12-D of the Banking Law, the regulations promulgated thereunder, or violations of state or federal law indicating that the entity is unfit to engage in the business of a mortgage broker.

4. On January 2, 2003, U.M. Services' mortgage broker registration was issued to Keith Charles Allotts and Dennis M. McCormick, each holding 50% interest in the company.

5. During a review of the transition request, submitted through the Nationwide Mortgage Licensing System on October 12, 2010, the Banking Department noted that the company listed owners which were not reflected in our records.

6. A sales agreement dated June 2007 indicates Douglas S. Kaplan and Justin D. DeCrescente purchased 100% of the membership certificates of U.M. Services from Keith Allotts and Dennis McCormack, each holding 50% of the membership interests.

7. A review of the Banking Department records disclosed that the Banking Department was never notified of the sale of membership interests to Mr. Kaplan and Mr. DeCrescente in 2007.

8. Furthermore, the Registrant failed to submit mortgage broker change of control applications to register these new owners.

9. The Registrant failed to notify the Banking Department of the change in control in violation of Section 594-b(1) of the New York State Banking Law, which requires a registrant to obtain the prior approval of the Superintendent for any action to be taken which results in a change of control of the business of a registrant.

10. In addition, the Registrant failed to submit a mortgage broker change of control application to effectively register the new owners pursuant to Supervisory Procedure MB 104.1(a), which specifies any person or entity seeking to acquire control of a mortgage broker shall submit to the Superintendent an application accompanied by payment of the application fee.

II.

SETTLEMENT TERMS AND CONDITIONS

Without admitting or denying the Department's findings, the Registrant is willing to resolve the violations cited herein by entering into this Agreement and freely and voluntarily waives its right to a hearing under Banking Law Sections 44 and 598 on such violations. Therefore, in consideration of the promises and covenants set forth herein, the Settling Parties agree, as follows:

1. The Registrant 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, including but not limited to, obtaining the prior approval of the Superintendent for any action that will result in a change of control of the Registrant.

2. The Registrant agrees to pay a fine of \$10,000 in eight monthly installments, with the first installment of \$1,250 due upon execution of this Agreement. The remaining seven payments of \$1,250 each are due by the 15th of each successive month until the fine is fully paid. The installments shall be made in electronic transfers in immediately available funds, pursuant to the transfer instructions given by the Banking Department. Failure to make timely payment on any of the installments shall result in immediate revocation of the Registrant's registration.

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. The Settling Parties acknowledge that the Registrant'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 the Registrant's registration to engage in the business of a mortgage broker 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 the Registrant, 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 and 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 the Registrant Company regarding this Agreement should be sent as follows.

Attention:

Justin D. DeCrescente
U.M. Services in lieu of
United Mortgage Services, LLC
270 Sylvan Avenue, Suite L130
Englewood Cliffs, NJ 07632

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: _____

Justin D. DeCrescente
U.M. Services in lieu of
United Mortgage Services, LLC

Dated: _____

By: _____

Douglas S. Kaplan
U.M. Services in lieu of
United Mortgage Services, LLC

Dated: _____

By: _____

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

Dated: _____