State of New York

Department of Financial Services

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In the Matter of

Brian G. Schiele
NMLS ID: 51106

SETTLEMENT AGREEMENT

A Licensed Mortgage Loan Originator Pursuant to
Article 12-E of the New York Banking Law

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This Settlement Agreement ("Agreement") is made and entered into by and between Brian G. Schiele ("Mr. Schiele") and the State of New York Department of Financial Services ("Department" and collectively referred to herein as the "Settling Parties") and evidences an agreement between the Settling Parties to resolve, without a hearing, the violations herein cited by Mr. Schiele of the New York Banking Law ("Banking Law") and the Superintendent's Regulations, upon and subject to the terms and conditions hereof.

I.

RECITALS

1. Beginning in or around March 2009, Mr. Schiele was employed by Contour Mortgage Corporation ("Contour"), a mortgage banker headquartered at 1900 Hempstead Turnpike, Suite 206, East Meadow, NY 11554, to engage in mortgage loan originating activities pursuant to Article 12-E of the Banking Law.

2. Section 44 of the Banking Law provides, in part, that the New York Superintendent of Financial Services ("Superintendent") may, in a proceeding after

notice and a hearing, require a mortgage loan originator ("MLO") to pay to the people of this State a penalty for a violation of the Banking Law or any regulation promulgated thereunder.

3. Section 420.21 of the Superintendent's Regulations provides, in part, that a fine may be imposed against an MLO for any violation of the Banking Law, any regulation promulgated thereunder, any final or temporary order issued pursuant to Section 39 of the Banking Law, any condition imposed by the Superintendent in connection with the grant of any application or request, or any written agreement entered into with the Superintendent.

4. The Department found that, in the Spring of 2012, Mr. Schiele, a licensed MLO and Loan Officer for Contour Mortgage Corporation, was conducting regulated mortgage activities under the name My Christian Mortgage, via the websites www.mychristianmortgage.com and www.contourmortgage.com and by means of the domain name www.mikeandbrian.com. The Department has no record of these websites/domain names being authorized.

5. Accordingly, Mr. Schiele violated Part 420.20(a)(4) of the Superintendent's Regulations which states in part that an MLO shall not publish, advertise or display his MLO authorization in any manner which implies that the MLO is licensed or registered with the State of New York Department of Financial Services to engage in mortgage loan originating activities as a mortgage banker or mortgage broker.

6. Accordingly, in so far as he misrepresented his license status, or persuaded or induced a borrower to apply for a mortgage loan under the belief that he

was duly licensed as a mortgage banker, Mr. Schiele disregarded Part 420.20(a)(3) of the Superintendent's Regulations.

7. Accordingly, on the basis of the actions recounted thus far, Mr. Schiele failed to perform his duties and responsibilities as an MLO in an honest, fair and reasonable manner as required under Part 420.21(h)(6) of the Superintendent's Regulations.

II.

SETTLEMENT TERMS AND CONDITIONS

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

1. Mr. Schiele shall not:
   a. Under any name or designation conduct or transact regulated mortgage activities in this state at any location that has not been approved by the Superintendent;
   b. Engage in conduct prohibited by Banking Law Articles 12-D or 12-E, Part 420 of the Superintendent's Regulations, or Part 38 of the General Regulations.

2. Mr. Schiele agrees to take all necessary steps to ensure his compliance with all applicable federal and state laws, regulations, supervisory requirements, and guidance letters, including but not limited to complying with the requirements of

Banking Law Articles 12-D and 12-E, Part 420 of the Superintendent's Regulations, and Part 38 of the General Regulations.

3. Mr. Schiele agrees to pay a fine of $10,000. He further agrees that such payment will be made in immediately available funds in accordance with Department payment instructions.

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. The Settling Parties acknowledge that Mr. Schiele's failure to comply with any of the settlement terms and conditions of this Agreement may result in the Department taking action to revoke his MLO license under Article 12-E 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 Mr. Schiele 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 or her designee.

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

Attention:

Rholda L. Ricketts
Deputy Superintendent
State of New York Department of Financial Services
One State Street
New York, NY 10004

7. All written communications to Mr. Schiele regarding this Agreement should be sent as follows.

Attention:

Brian G. Schiele
Loan Officer
Contour Mortgage Corporation
1900 Hempstead Turnpike, Suite 206
East Meadow, NY 11554

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: _____

Brian G. Schiele
Loan Officer
Contour Mortgage Corporation

Dated:_____

By: _____

Rholda L. Ricketts
Deputy Superintendent
State of New York
Department of Financial Services

Dated:_____