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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING

PA DEPT OF BANKING

Department of Banking
Bureau of Compliance, Investigation
and Licensing,

Petitioner

v.

A-1 Mortgage Corporation and
Maria Makozy, individually
Respondent.

Docket No.: 090116 (ENF-OSC)

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, acting through the Department of Banking, ("Department"), Bureau of Compliance, Investigation and Licensing, ("Bureau) has reviewed the licensing status and practices of A-1 Mortgage Corporation and its officers and employees. A-1 Mortgage Corporation and its principal Maria Makozy, without admitting wrongdoing, seek to resolve the Bureau's allegations stemming from its review without contest. Accordingly, the parties to the above-captioned matter, in lieu of litigation, hereby stipulate to the following information and agree to the terms of this Consent Agreement and Order ("Order").

BACKGROUND

1) The Department is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce the Mortgage Licensing Act.

2) The Bureau has the primary responsibility for administering and enforcing the Mortgage Licensing Act for the Department.

3) A-1 Mortgage Corporation is a Pennsylvania business corporation located at 1341 Old Freedom Road, Cranberry Township, PA 16066-5010.

4) Maria Makozy, owner and President of A-1 Mortgage Corporation, resides at 401 Blackstone Lane, Mars, PA 16046-3825.

5) Between February and June 2009, the Bureau conducted an investigation of the activities at A-1 Mortgage Corporation at 1341 Old Freedom Road, Cranberry Township.

6) The Bureau alleges based upon information gathered during its review, that employees of A-1 Mortgage were originating mortgage loans without the required mortgage loan originator licenses.

7) A-1 Mortgage and Maria Makozy deny the allegations and do not admit that violations or wrongdoing whatsoever occurred.

AUTHORITY OF THE DEPARTMENT

8) Section 6102 of the Mortgage Licensing Act defines a "mortgage originator," in relevant part, as "An individual not licensed as a mortgage lender, mortgage broker or loan correspondent under this chapter who solicits, accepts or offers to accept mortgage loan applications, or negotiates mortgage loan terms, in other than a clerical or ministerial capacity and who is personally in direct contact, in writing, including electronic messaging, or by voice communication, with consumers with regard to the solicitations, acceptances, offers or negotiations." 7 Pa.C.S. § 6102.

9) Section 6111 of the Mortgage Licensing Act requires that mortgage originators be licensed and employed or supervised by a licensed mortgage broker, mortgage lender or mortgage loan correspondent. 7 Pa.C.S. § 6111.

10) Section 6138(a)(4) of the Mortgage Licensing Act provides the Department with authority to issue orders as may be necessary for the enforcement of the Mortgage Act. 7 Pa.C.S. § 6138(a)(4).

11) Section 6140 of the Mortgage Licensing Act provides the Department with the authority to sanction any person operating without a license up to \$10,000 for each offense. 7 Pa.C.S. § 6140(a).

RELIEF

12) A-1 Mortgage Corporation and Maria Makozy agree to immediately cease and desist from originating mortgage loans effective November 18, 2009 based on the fact that no person is licensed to originate mortgage loans.

13) Within three days of the date Maria Makozy affixes her signature below, A-1 Mortgage Corporation and Maria Makozy agree to deliver to the Chief of Licensing of the Department a list of mortgage loans in process at A-1 Mortgage Corporation as of November 28, 2009, and will include an update of the process of the loan to their current status.

14) A-1 Mortgage Corporation unconditionally surrenders its license effective December 15, 2009.

15) Maria Makozy will be permitted to be licensed as a mortgage originator employed and sponsored by a licensed mortgage broker, mortgage lender, or mortgage loan correspondent, provided she meets the testing requirements and provided she

remains free of a conviction or indictment for a crime and remains free of any other basis for denial other than those listed in the Order to Show Cause of June 26, 2009, if any.

16) Maria Makozy agrees not to apply in Pennsylvania for a mortgage broker license for two years from the date of this agreement.

17) Upon execution of this agreement, the Bureau will remove from its website the Orders to Show Cause docketed at the above terms and numbers which are resolved by this Order.

18) Fines. A-1 Mortgage Corporation and Maria Makozy, individually, agree to pay a fine of \$10,000 in six monthly installments. The first installment will be due within fifteen days of the Effective Date of this Order and shall be in the amount of \$3,000. The remainder shall be paid each thirty days thereafter in an amount of \$1,400 each month.

FURTHER PROVISIONS

19) Consent. A-1 Mortgage Corporation and Maria Makozy hereby knowingly, willingly, voluntarily and irrevocably consent to the entry of this Order pursuant to the Bureau's order authority under the Mortgage Licensing Act. A-1 Mortgage Corporation and Maria Makozy understand all of the terms and conditions contained herein and agree that by voluntarily entering into this Order, they waive any right to a hearing or appeal concerning the terms, conditions or penalties set forth in this Order.

20) Publication and Release. A-1 Mortgage Corporation and Maria Makozy consent to the publication of this order on the Department's website.

21) Entire Agreement. This Order contains the whole agreement between the parties. There are no other terms, obligations, covenants, representations, statements, conditions, or otherwise, of any kind whatsoever concerning this Order. This Order may be amended in writing by mutual agreement by the Bureau, A-1 Mortgage Corporation, and Maria Makozy.

22) Binding Nature. The Bureau, Maria Makozy, A-1 Mortgage Corporation, all officers, owners, directors, employees, agents, contractors, heirs and assigns, intend to be and are legally bound by the terms of this Order.

23) Counsel. This Order is entered by the parties upon full opportunity for legal advice from legal counsel.

24) Effectiveness. A-1 Mortgage Corporation and Maria Makozy hereby stipulate and agree that, unless otherwise stated herein, provisions of the Order shall become effective on the date that the Bureau executes the Order (the "Effective Date").

25) Other Enforcement Action.

a) The Department reserves all of its rights, duties, and authority to enforce all statutes, policy statements, rules and regulations under its jurisdiction against A-1 Mortgage Corporation and Maria Makozy in the future regarding all matters not resolved by this order.

b) A-1 Mortgage Corporation and Maria Makozy acknowledge and agree that this Order is only binding upon the Department and not any other local, state or federal agency, department or office regarding matters within this Order.

26) Authorization. The parties below are authorized to execute this Order and legally bind their respective parties.

27) Counterparts. This Order may be executed in separate counterparts and by facsimile.

28) Titles. The titles used to identify the paragraphs of this document are for the convenience of reference only and do not control the interpretation of this document.

WHEREFORE, in consideration of the foregoing, including the recital paragraphs, the Bureau, A-1 Mortgage Corporation, and Maria Makozy, intending to be legally bound, do hereby execute this Consent Agreement and Order.

**FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING, BUREAU OF
COMPLIANCE, INVESTIGATION AND LICENSING**

Brian Crossland, Chief
Compliance Division,
Bureau of Compliance,
Investigation and Licensing
Department of Banking

1 | 4 | 2010

Date

FOR A-1 MORTGAGE CORPORATION

Maria Makozy
President

12/30/09

Date

For Maria Makozy, Individually

Maria Makozy

12/30/09

Date