

STATE OF NEBRASKA
Department of Banking & Finance

| | | |
|---------------------------------------|---|---------|
| IN THE MATTER OF: |) | |
| |) | |
| Arise Mortgage, LLC, |) | |
| 11902 Susan Forest Lane, |) | |
| Houston, Texas, |) | |
| its Officers, Directors, Managers, |) | |
| Members, Employees, and Agents; |) | |
| |) | CONSENT |
| Joy Elaine Dangerfield, a/k/a |) | |
| Joy Elaine Callahan, Loan Originator; |) | |
| |) | ORDER |
| David W. Zabawa, Loan Originator; and |) | |
| |) | |
| HomeBuyers of Colorado, Inc., |) | |
| d/b/a HomeBuyers, |) | |
| 8420 West Dodge Road, Suite 110, |) | |
| Omaha, Nebraska |) | |
| |) | |
| RESPONDENTS |) | |

COMES NOW the Nebraska Department of Banking and Finance (“DEPARTMENT”), by and through its Director, pursuant to its authority under the Mortgage Bankers Registration and Licensing Act, Neb. Rev. Stat. §§ 45-701 to 45-723 (Reissue 2004; Cum. Supp. 2008) (“the Act”).

On August 4, 2008, the DEPARTMENT issued an Order of Denial of Mortgage Banker License Application directed to Arise Mortgage, LLC, (“ARISE”) and an Order to Cease and Desist directed to ARISE and Joy Elaine Dangerfield, a/k/a/ Joy Elaine Callahan (“DANGERFIELD”), (collectively, “ORDERS”).

In resolution of the matters set forth in the ORDERS, the DEPARTMENT, ARISE, and DANGERFIELD enter into the following Consent Order (“Order”):

NOW THEREFORE, the parties to this Order agree as follows:

CONSENT ORDER

Stipulations: In connection with this Order, ARISE, DANGERFIELD, and the Director stipulate to the following:

1. The DEPARTMENT has jurisdiction as to all matters herein.
2. An Order should be entered in this matter, which shall resolve all matters raised by the ORDERS as such matters relate to ARISE and DANGERFIELD, and such Order shall be in lieu of other proceedings by the DEPARTMENT, except as specifically referenced in this Order.

ARISE AND DANGERFIELD further represent as follows:

1. ARISE and DANGERFIELD are aware of the right to a hearing on these matters at which they may be represented by counsel, present evidence, and cross examine witnesses. The right to such a hearing, and any related appeal, is irrevocably waived.
2. ARISE and DANGERFIELD are acting free from any duress or coercion of any kind or nature.
3. This Order is executed to avoid further proceedings and constitutes an admission of violations of the Act solely for the purposes of this Consent Order and for no other purpose.

IT IS, THEREFORE, CONSIDERED, ORDERED, and ADJUDGED that:

1. ARISE shall pay a fine of ten thousand dollars (\$10,000.00) for its violations of the Act.
2. ARISE shall pay the investigation costs of the DEPARTMENT in the amount of two thousand dollars (\$2,000.00).

3. The total amount of the fine and costs in the amount of twelve thousand dollars (\$12,000.00) shall be paid as follows:

- A. Two thousand dollars (\$2,000.00) shall be due on the effective of this Order.
- B. Two thousand dollars (\$2,000.00) shall be due on or before April 30, 2009.
- C. Two thousand dollars (\$2,000.00) shall be due on or before June 30, 2009.
- D. Two thousand dollars (\$2,000.00) shall be due on or before August 31, 2009.
- E. Two thousand dollars (\$2,000.00) shall be due on or before October 30, 2009.
- F. Two thousand dollars (\$2,000.00) shall be due on or before December 15, 2009.

4. No later than ten (10) days after the effective date of this Consent Order, ARISE shall provide to the DEPARTMENT an affidavit signed by one of its managing members attesting that the Form MU1 and Forms MU2 on file with the DEPARTMENT through the Nationwide Mortgage Licensing System are true and correct.

5. Within three (3) business days after completion of the requirements of Paragraphs 3(A) and (4) above, the DEPARTMENT shall issue a provisional license to ARISE effective through April 30, 2009. Upon receipt of the April 30, 2009 payment and each installment payment thereafter, the DEPARTMENT shall extend the provisional license until the date on which the next installment payment is due. Upon receipt of the final payment pursuant to Paragraph 3(F) above, the DEPARTMENT shall issue a non-provisional license effective through December 31, 2009. Should ARISE submit a 2010

renewal request to the DEPARTMENT, the DEPARTMENT shall not consider the facts outlined in the ORDERS in making a decision on such renewal request.

6. Within three (3) business days after completion of Paragraphs 3(A) and (4) above, the DEPARTMENT shall issue an Order suspending the ORDERS as to ARISE and DANGERFIELD only, pending completion of the payment schedule outlined in Paragraph 3 above. Within three (3) business days after receipt of the final payment pursuant to Paragraph 3 above, the DEPARTMENT shall vacate the ORDERS, as to ARISE and DANGERFIELD only.


7. Should ARISE fail to make an installment payment required by Paragraph 3 above, the provisional license issued to ARISE shall immediately expire, all remaining unpaid installments shall become immediately due, and the DEPARTMENT shall issue an Order reinstating the ORDERS.

8. Within three (3) business days after the effective date of this Order, ARISE and DANGERFIELD shall sever any association with HomeBuyers of Colorado, Inc. and David Zabawa, except that ARISE may purchase mortgage leads from HomeBuyers of Colorado, Inc.

9. The effective date of this Order will be the date of the Director's signature.

DATED this 16 day of March, 2009.

ARISE MORTGAGE, LLC

By:  CEO Arise Mortgage, LLC
Sean Hogan, Executive Managing Member & CEO

11902 Susan Forest Lane
Houston, Texas 77089
(281) 668-8086

DATED this 20 day of March, 2009.

By: Joy Elaine Dangerfield
Joy Elaine Dangerfield,
a/k/a Joy Elaine Callahan
Loan Originator

DATED this 30th day of March, 2009.

STATE OF NEBRASKA
DEPARTMENT OF BANKING AND FINANCE

By: John Munn
John Munn, Director
Commerce Court, Suite 400
1230 "O" Street
Lincoln, Nebraska 68508
(402) 471-2171