

UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
COMPTROLLER OF THE CURRENCY

\_\_\_\_\_  
**In the Matter of:** )  
 )  
Cornerstone Mortgage Company )  
Houston, Texas )  
\_\_\_\_\_ )

STIPULATION AND CONSENT ORDER  
FOR A CIVIL MONEY PENALTY

**WHEREAS**, the Comptroller of the Currency of the United States of America (“Comptroller”), through his staff, has conducted an examination of Cornerstone Mortgage Company, Houston, Texas (“CMC”), an operating subsidiary of First National Bank of Omaha, Omaha, Nebraska (“Bank”);

**WHEREAS**, the Comptroller intends to initiate a civil money penalty proceeding against CMC pursuant to 12 U.S.C. § 1818(i) and 12 U.S.C. § 1818(b) for violations of the Home Mortgage Disclosure Act, 12 U.S.C. § 2801 *et seq.*, and 12 C.F.R. § 203.4(a);

**WHEREAS**, in the interest of cooperation and to avoid the costs associated with future administrative and judicial proceedings with respect to this matter, CMC desires to enter into this Stipulation and Consent Order (“Order”);

**NOW THEREFORE**, pursuant to the authority vested in him by the Federal Deposit Insurance Act, as amended, 12 U.S.C. § 1818, the Comptroller hereby orders that:

## ARTICLE I

### Jurisdiction

- (1) The Bank is a national banking association, chartered and examined by the Comptroller pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*
- (2) The Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).
- (3) CMC is an operating subsidiary of the Bank and, as such, is subject to regulation and supervision by the Comptroller. *See* 12 C.F.R. § 5.34(e)(3).
- (4) The Office of the Comptroller of the Currency (“OCC”) is the “appropriate Federal banking agency” regarding CMC as that term is defined in 12 U.S.C. § 1813(q).

## ARTICLE II

### Civil Money Penalty

- (1) Without admitting or denying any wrongdoing, CMC hereby consents to the payment of a civil money penalty in the amount of twenty-five thousand dollars (\$25,000), which shall be paid upon the execution of this Order.
  - (a) If a check is the selected method of payment, the check shall be made payable to the Treasurer of the United States and shall be delivered to: Comptroller of the Currency, P.O. Box 979012, St. Louis, Missouri 63197-9000.
  - (b) If a wire transfer is the selected method of payment, it must be sent to the Comptroller’s account # XXXX-XXXX, ABA Routing # XXXXXXXXXX.

(2) This Order shall be enforceable to the same extent and in the same manner as an effective and outstanding order that has been issued and has become final pursuant to 12 U.S.C. §§ 1818(h) and (i) (as amended).

### ARTICLE III

#### Waivers and Preservation of Rights

- (1) CMC, by signing this Order, hereby waives:
  - (a) the right to the issuance of a Notice of Charges pursuant to 12 U.S.C. § 1818(b) and Notice of Assessment of a Civil Money Penalty pursuant to 12 U.S.C. § 1818(i);
  - (b) any and all procedural rights available in connection with the issuance of the Order;
  - (c) all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(i) and 12 C.F.R. Part 19;
  - (d) all rights to seek any type of administrative or judicial review of the Order;
  - (e) any and all rights to challenge or contest the validity of the Order; and
  - (f) any and all claims to fees, costs, or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement matter or this Order, whether arising under common law or under the terms to the statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412.

(2) CMC declares that no separate promise or inducement of any kind has been made by the Comptroller, or by his agents or employees, to cause or induce CMC to agree to consent to the issuance of this Order and/or to execute this Order.

(3) It is hereby agreed that the provisions of this Order constitute a settlement of the civil money penalty proceeding against CMC for the specified acts, omissions, violations, breaches, or practices pertaining to the Home Mortgage Disclosure Act, 12 U.S.C. § 2801 *et seq.*, and 12 C.F.R. § 203.4(a), unless such acts, omissions, violations, breaches, or practices reoccur.

(4) It is further agreed that the provisions of this Order shall not be construed as an adjudication on the merits and, except as set forth above, shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any action at any time if the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States of America.

#### ARTICLE IV

##### Closing

(1) The provisions of this Order are effective upon issuance of this Order by the Comptroller, through his authorized representative who hand appears below, and shall remain effective and enforceable, except to the extent that, and until such time as, any provisions of this Order shall have been amended, suspended, waived, or terminated in writing by the Comptroller.

(2) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818, and expressly does not form, and may not be construed to form, a contract binding on the Comptroller or on the United States. Notwithstanding the absences of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of

the commitments or obligations herein undertaken by CMC under its supervisory powers, and not as a matter of contract law. CMC expressly acknowledges that neither it nor the Comptroller has any intention to enter into a contract. CMC also expressly acknowledges that no officer or employee of the Comptroller has statutory or other authority to bind the United States, the U.S. Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller's exercise of his supervisory responsibilities.

(3) The terms of this Order including this paragraph, are not subject to amendment or modification by an extraneous expression, prior agreements, or prior arrangements between the parties, whether oral or written.

**IT IS SO ORDERED.**

**IN TESTIMONY WHEREOF**, the undersigned, authorized by the Comptroller as his representative, has hereunto set his hand on behalf of the Comptroller.

*Signed*  
\_\_\_\_\_  
Ronald G. Schneck  
Director for Special Supervision

8/7/06  
\_\_\_\_\_  
Date

**IN TESTIMONY WHEREOF**, the undersigned, as the duly elected and acting Board of Directors of CMC, have hereunto set their hands on behalf of CMC.

*signed*  
\_\_\_\_\_  
Judith A. Belanger

*7/24/06*  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Nicholas W. Baxter

*7/26/06*  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Richard A. Frandeen

*7/26/06*  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Timothy D. Hart

*7/26/06*  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Marc N. Laird

*7/24/06*  
\_\_\_\_\_  
Date