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STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

In re:

Jason A. Messer

**STIPULATION FOR PERSONAL
GUARANTY OF PAYMENT OF DEBT**

COMES NOW, the State of Nevada, Department of Business and Industry, Division of Mortgage Lending ("the Division") and Jason A. Messer ("Messer") and hereby stipulate and agree through this Stipulation for Personal Guaranty of Payment of Debt ("Stipulation") as follows:

WHEREAS, Kemper Mortgage, Inc., an Illinois corporation ("Kemper"), operated within the State of Nevada as a licensed mortgage broker pursuant to Chapter 645B of the Nevada Revised Statutes ("NRS") from approximately July 21, 2005, until its license expired on June 30, 2008;

WHEREAS, Messer is and has been the president, CEO and sole shareholder of Kemper since the incorporation of Kemper on January 28, 1998;

WHEREAS, on April 10, 2009, the Division issued an Amended Notice of Intent to Revoke Mortgage Broker License, Notice of Intent to Impose Fine and Notice of Right to Request Hearing ("the Amended Initial Order") against Kemper on account of violations of Chapter 645B of NRS, and the regulations promulgated thereunder, Chapter 598 of NRS, 24 CFR § 3500.14(c) and Regulation Z, federal Truth in Lending Act, 12 CFR § 226.18(e);

1 WHEREAS, Messer and the Division (collectively, "the Parties") wish to resolve
2 the Kemper matter without the necessity of a formal hearing with regard to the contents of the
3 Amended Initial Order.

4 NOW, THEREFORE, in consideration of the representations, covenants and
5 conditions set forth herein and for other good and valuable consideration, the receipt and
6 sufficiency of all of which are hereby acknowledged, the Parties stipulate and agree as
7 follows:

8 1. Messer, on behalf of Kemper, hereby acknowledges and agrees, with full
9 knowledge, to waive the right to a final hearing with regard to the contents of the Amended
10 Initial Order;

11 2. In light of the Parties' desire to resolve this matter, Messer unconditionally
12 personally guarantees Kemper's full and prompt payment to the Division, within thirty (30)
13 days of the execution of the Amended Initial Order, of the sum of four thousand nine hundred
14 thirty-three dollars and thirteen cents (\$4,933.13), consisting of:

15 a. The fiscal year 2008 certified public accountant assessment for Kemper and
16 a 10% late fee in the amount of seventy-eight dollars and sixty-five cents (\$78.65);

17 b. The fiscal year 2008 Attorney General assessment for Kemper and a 10%
18 late fee in the amount of six hundred sixteen dollars and forty-eight cents (\$616.48);

19 c. The 2008 examination fee for Kemper and a 10% late fee in the amount of
20 three thousand four hundred ninety-eight dollars and no cents (\$3,498.00); and

21 d. The Division's investigative costs against Kemper in the amount of seven
22 hundred forty dollars and no cents (\$740.00).

23 3. Messer agrees that it shall not be necessary, as a condition precedent to the
24 enforcement of this guaranty, that demand first be made of Kemper, that suit be first instituted
25 against Kemper, or that any rights or remedies against Kemper be first exhausted. It is
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1 understood and agreed that the liability of Messer hereunder shall be primary, direct and in all
2 respects unconditional immediately upon Messer's execution of this Stipulation, regardless of
3 the occurrence of a default in the obligations of Kemper to the Division.

4 4. Failure to declare a breach or the actual waiver of any particular breach of this
5 Stipulation or its material terms, by either party, shall not operate as a waiver by such party of
6 any of its rights or remedies as to any other breach.

7 5. This shall be a continuing guaranty and, irrespective of the lack of any notice to or
8 consent of Messer, Messer's obligations hereunder shall not be impaired in any manner
9 whatsoever.

10 6. Messer hereby waives notice of the Division's acceptance hereof, notice of
11 Kemper's default or nonpayment under the Amended Initial Order of the subject fiscal year
12 2008 certified public accountant assessment, fiscal year 2008 Attorney General assessment,
13 2008 examination fee, the respective associated late fees, and the Division's investigative
14 costs and fine imposed there under, and waives any right of presentment, protest and
15 demand, and all other matters of which Messer might otherwise be entitled.

16 7. This Stipulation, as well as the rights and obligations of the Parties hereto, shall be
17 interpreted, governed and construed pursuant to the laws of the State of Nevada.

18 8. Any action to enforce this Stipulation shall be brought in the Eighth Judicial District
19 Court of the State of Nevada in and for Clark County.

20 9. If any action is commenced to enforce this Stipulation, Messer agrees that the
21 Secretary of State of the State of Nevada shall be authorized to accept service of process on
22 his behalf.

23 10. If the Division is successful in any action to enforce this Stipulation, the court may
24 award it attorney's fees. It is specifically agreed that reasonable attorney's fees for State-
25 employed attorneys shall be \$125.00 per hour.
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1 IN WITNESS WHEREOF, the Parties have executed this Stipulation on the 28 day of
2 April, 2009.

3 STATE OF NEVADA
4 DEPARTMENT OF BUSINESS AND INDUSTRY
5 DIVISION OF MORTGAGE LENDING

6 By: Joseph L. Waltuch 5/11/09
7 JOSEPH L. WALTUCH, COMMISSIONER

8 Jason A. Messer
9 JASON A. MESSER

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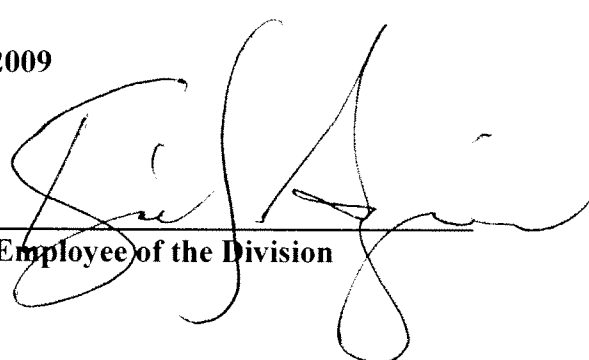
CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on May 12, 2009, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, STIPULATION FOR PERSONAL GUARANTY OF PAYMENT OF DEBT for JASON A MESSER, addressed as follows:

**Jason A. Messer
c/o Eric D. Kaplan
Kaplan Papadakis & Gournis PC
180 North LaSalle Street, Ste. 2108
Chicago, IL 60601**

Certified Receipt Number: 7006 2760 0000 0875 9582

DATED this 11th day of May, 2009

By: 
Employee of the Division