

# FHA

## Home Loan Application

To expedite the processing of your home loan application, please complete and sign the forms in this application package. A brief description of these forms follows.

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**Addendum to Uniform Residential Loan Application**

**Authorization to Release Information**

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**Verification of Rent or Mortgage**

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**Closing Guarantee**

A check in the amount of \$ \_\_\_\_\_ for the credit report and appraisal made out to **Lender or Appraiser**  
This amount represents a portion of your closing costs that must be prepaid at the time of your application. These costs are not refundable if you withdraw your application or if the application is not approved.

# Financial Lending Services

## Our Quality Promise

**Q**uality means keeping our commitments to our clients. Our staff personnel are committed to understanding our client's needs and finding innovative and efficient solutions to satisfy those needs.

**Q**uality means performing the service right the first time. If the unforeseen occurs and we fail in this regard, quality means responding promptly, efficiently and effectively to satisfy the client.

**Q**uality means being accessible and ready to serve when our clients need us. We strive to respond to our clients on time, every time. We pride ourselves on staying close to our clients.

**Q**uality means operating under the highest standards of ethical behavior. Honesty and integrity are the cornerstones of our value system.

**Q**uality means attracting and developing knowledgeable and experienced service professionals, with the appropriate technical skills to meet our clients' needs.

**Q**uality is a never-ending journey. Everyday we seek new and better ways to cost-effectively satisfy our clients' needs.

**Q**uality means that both our staff and suppliers, working together as partners in service, are responsible for keeping this quality service promise to our clients. We take the highest personal pride in doing so.

**Q**uality is more than a goal: it is a way of life for us.

**Our Promise to you,**

***The Financial Services Team***

# Financial Lending Services

## For Your Convenience

We offer MasterCard and Visa  
(We do not accept Discover or American Express)



You can charge your credit report and appraisal fee.

Credit Card Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Expiration Date \_\_\_\_ - \_\_\_\_ (Month and Year)

Please charge my credit card for the following fees:

Credit Report \_\_\_\_\_ (\$16.50 per married couple / \$15.75 per individual)  
Appraisal \_\_\_\_\_ (Conventional \$400, FHA/VA \$475)

Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Financial Lending Services

## Do's and Don'ts of the Home Loan Process

*Buying or Borrowing is a critical process. Timing is critical.*

*Once we're in escrow, the clock is running.*

*Often times we cannot move forward with the processing of your loan until all of the items requested are received in our office, or we run into some of these situations.*

### **Do-** Keep your same job.

It may sound strange, but we need to know about any changes in employment. Even if you have a new position within the same company, we need to know. Often times you may have a new pay plan or other incentives that affect how we package your loan.

### **Don't-** Take out any new credit.

Especially if we are cutting it close on qualifying. New debts for a car or credit cards have to be counted when qualifying. If at all possible, hold off on any new credit accounts until after we've closed your transaction.

### **Do-** Keep all of your paystubs and bank statements.

Typically, we need to have documentation that is within 30 days of your closing date. It is not uncommon for us to ask for updates prior to funding your loan.

### **Don't-** Forget to let us know if you plan on being out of town or unavailable.

Many things happen towards the end of your transaction and we need to coordinate signing loan documents and closing. Also, try to provide whatever we ask for before you leave.

### **Do-** Try to have your homeowners insurance selected as soon as possible.

We only provide estimates for coverage - you can select any company that you wish. But, try and select one as early as you possibly can. Some companies take several weeks to process a new policy. If you're refinancing, send us a copy of your current evidence of insurance

### **Don't-** Spend or move your money around if possible.

We verify your assets as part of the loan process. If you tell us how much and what bank your money is in, that's where we will anticipate it to be. Any significant changes may affect your loan approval or how we have packaged your loan.

### **Do-** Try and provide any documentation that we ask for as soon as possible.

### **Do-** Call us about any situation or decision first, to insure a fast closing.

# Financial Lending Services

## Verification of Rent or Mortgage

Please provide the following information regarding your Landlord or Lender in order for us to send the verifications to the proper address.

### Lender or Landlord Information:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Mortgage Loan Number \_\_\_\_\_

Please enclose the following items if checked:

- A copy of your latest mortgage statement
- A copy of your year-end mortgage statement
- A copy of your rental agreement
- A copy of your sales agreement
- 12 months canceled checks, front and back

# Financial Lending Services

## Verification of Employment

**We will send the “Authorization to Release Information” form along with a “Verification of Employment” form to your employer for completion. Please enclose the following items, if checked.**

### **Hourly or Salaried Employees:**

- A W-2 form for each employer for the past 2 years
- Your most recent paycheck stubs covering a one-month period. If this is a VA loan, you must submit originals.

### **Seasonal Workers:**

- Proof of collection of unemployment both current and previous.

### **Self Employed:**

- Your last 2 years federal tax returns, all schedules, signed and dated
- Any 1099 forms you may have received.
- A year-to-date Profit and Loss Statement, signed and dated.

# Financial Lending Services

## Verification of Deposit

We will send the “Authorization of Release Information” form along with a “Verification of Deposit” form to your financial institution for verification.

Please enclose the following items if checked.

- Your last 3 months bank statements for each account. All pages please.
- Your last 3 months statements for mutual funds or other investments
  - Copy of check when stocks are sold
  - Copy of deposit slip when put into your account
- Copy of your latest retirement/pension statement.
- Copy of your 401K statement
  - Copy of check from proceeds of 401K loan
  - Copy of form stating terms of 401K loan
  - Copy of Deposit Slip when put into your account
- Copy of Gift Check when received
  - Copy of Deposit Slip when put into your account

It is not necessary to liquidate stocks or borrow from retirement accounts until your loan is approved.

**Making copies of checks and deposit slips is Very Important.**  
**Please make Note and Do not miss this step.**

# AUTHORIZATION TO RELEASE INFORMATION

**To Whom It May Concern:**

I/We have applied for a mortgage loan. As a part of the application process, the lender, its successors or assigns and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loans, either before the loan is closed or as a part of its Quality Control Program.

I/We authorize you to provide the lender, its successors or assigns and to any investor to whom the lender may sell my mortgage and to the mortgage guaranty insurer (if any) and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history and copies of income tax returns.

The lender or any investor that purchases the mortgage or the mortgage guaranty insurer (if any) may address this authorization to any party named in the loan application.

A copy of this authorization may be accepted as an original.

Your prompt reply to the lender, its successors or assigns the investor that purchases the mortgage, or the mortgage guaranty insurer (if any) is appreciated.

\_\_\_\_\_  
SIGNATURE                      DATE

\_\_\_\_\_  
SIGNATURE                      DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

**PRIVACY ACT NOTICE STATEMENT**

This information is to be used by the agency collecting it in determination whether you qualify as a prospective mortgagor for mortgage insurance or guaranty or as a borrower for rehabilitation loan under this agency's program. It will not be disclosed outside the agency without your consent except to financial institutions for verification of your deposits and as required and permitted by law. You do not have to give us this information but if you do, your application for approval as a prospective mortgagor for mortgage insurance or guaranty or as a borrower for a rehabilitation loan may be delayed or rejected. This information request is authorized by Title 38, U.S.C., Chapter 37 (if VA); by 12 U.S.C., Section 1701 et seq., (if HUD/FHA); and by 42 U.S.C., Section 1452b (if HUD/CPU).

**I hereby certify this to be a true and correct copy of the original.**

**BY:** \_\_\_\_\_

\_\_\_\_\_



# Financial Lending Services

## Disposition of Real Estate

**If you own other real estate or will be retaining and renting out the home you are living in now, please complete one of the following forms for each property owned.**

**If you need more of these forms, you may photocopy the enclosed form.**

**Please enclose the following items, if checked.**

- Copy of monthly statement for each property owned**
- Copy of tax bill for each property owned**
- Copy of insurance bill for each property owned**
- If there is no mortgage on the property, we will need a copy of the “Declaration” page of your insurance policy.**
- Copy of rental agreements for each property owned**
- If the property has been rented for more than a year, we will need your federal tax returns for the past 2 years including the schedule E.**
- If you will be renting out the home you are now living in, the investor will require a copy of the rental agreement before your loan can fund.**
- If you are selling your property, we require a copy of your HUD-1 Closing Statement when received on the sale from your escrow company.**

# Disposition of Real Estate

I/We certify that we own the property known as \_\_\_\_\_  
\_\_\_\_\_

I/We estimate its' present value to be approximately: \$ \_\_\_\_\_

**Information on Your First Mortgage**     FHA     VA     CONVENTIONAL

Beginning Balance:\$ \_\_\_\_\_

Payments:\$ \_\_\_\_\_ per month

Taxes Per Month:\$ \_\_\_\_\_

Insurance Per Month:\$ \_\_\_\_\_

Present Balance:\$ \_\_\_\_\_

Lender Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Interest rate: \_\_\_\_\_

## Information On Your Second Mortgage

Beginning Balance:\$ \_\_\_\_\_

Payments:\$ \_\_\_\_\_ per month

Taxes Per Month:\$ \_\_\_\_\_

Insurance Per Month:\$ \_\_\_\_\_

Present Balance:\$ \_\_\_\_\_

Lender Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Loan Number: \_\_\_\_\_

Interest rate: \_\_\_\_\_

## I/We plan to:

Sell the above property     It is currently listed with \_\_\_\_\_

It is sold; I Escrow with \_\_\_\_\_

Rent the above property for \$ \_\_\_\_\_ per month

The above property is a Vacation Home    Second Residence: not to be sold

The above property is vacant land being held for investment purposes

The above property is my primary residence and is not to be sold

\_\_\_\_\_  
Borrower's Signature                      Date

\_\_\_\_\_  
Borrower's Signature                      Date

# Alimony and Child Support Statement

**The following Information is given voluntarily by Applicant (s)**

I pay no Alimony     I pay alimony in the amount of \$ \_\_\_\_\_ per month

I do not pay for dependent support

I pay for dependents ages \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month

Please enclose copies of divorce decree and settlement statement showing alimony or child support with your application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I receive no alimony     I receive alimony in the amount of \$ \_\_\_\_\_ per month

I receive no alimony     I receive alimony in the amount of \$ \_\_\_\_\_ per month

I do not receive support for dependents

I receive support for dependents ages \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month

Please enclose copies of the divorce decree and settlement agreement showing alimony and/or child support amounts and proof of receipt of payment (e.g., canceled checks, bank statements or deposit slips) along with your application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Notice Regarding Impound Accounts

## State of California Conventional Loans Only

California Civil Code Section S2954 reads in part:

No impound, trust or other type of account for payment of taxes on the property, insurance premiums or other purposes relation to the property shall be required as a condition of a real property sale contract or a loan secured by a deed of trust or mortgage on real property containing only a single family, owner-occupied dwelling, except: (1) where required by state or federal regulatory authority; or (2) where a loan is made, guaranteed, or insured by a state or federal governmental lending or insuring agency; or (3) upon failure of the purchaser or borrower to pay two consecutive tax installments on the property prior to the delinquency date for such payments; or (4) where the original principal amount of such a loan is (i) 90 percent or more of the sales price, if the property is to be sold, or is (ii) 90 percent of the appraised value of the property securing the loan. Nothing contained in this section shall preclude establishment of such an amount on terms mutually agreeable to the parties to the loan, if, prior to the execution of the loan or sale agreement, the seller or lender has furnished to the purchaser or borrower a statement in writing, which may be set forth in the loan application, to the effect that the establishment of such an account shall not be required as a condition to the execution of the loan or sale agreement.

### NOTICE IS HEREBY GIVEN THAT

#### With 20% Down

- We the undersigned, understand that the establishment of an impound account is not required in accordance with the California Code S2954A nor as a condition of the loan and we do not wish to establish an impound account.
- We, The undersigned, request the establishment of an impound account for taxes, hazard insurance, and if required, flood insurance.

#### With 10% Down

- We, the undersigned, understand that regulations may require the lender to establish an impound account for taxes, hazard insurance and if required, private mortgage insurance and flood insurance.
- We, the undersigned, understand that impounds for private mortgage insurance are required as a condition of the loan.

We, the undersigned, acknowledge receiving and reading a copy of this notice prior to the execution of the loan.

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower's Signature

\_\_\_\_\_  
Date

# Gift Letter

To: Lender

I/We \_\_\_\_\_ do hereby certify the following:

1. I/We have made a gift of \$ \_\_\_\_\_ to  
\_\_\_\_\_, my/our

\_\_\_\_\_  
(relationship)

2. This gift is to be applied toward the purchase of the property at:

\_\_\_\_\_  
\_\_\_\_\_

3. No repayment of this gift is expected or implied, either in the form of cash or by future services of the recipients.

4. The source of this gift is :

\_\_\_\_\_  
(Banking, Insurance, Investment or other institution)

\_\_\_\_\_  
(Account #)

\_\_\_\_\_  
(Street address, City, State, Zip Code)

\_\_\_\_\_  
(Signature of donor)

\_\_\_\_\_  
(Signature of Borrower)

\_\_\_\_\_  
(Print name of donor)

\_\_\_\_\_  
(Print name of Borrower)

\_\_\_\_\_  
(Address of donor)

\_\_\_\_\_  
(Address of borrower)

\_\_\_\_\_  
( )

\_\_\_\_\_  
(Donor's Phone Number)

\_\_\_\_\_  
( )

\_\_\_\_\_  
(Borrower's Phone Number)

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
(Date)

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
(Date)

Attachments:

1. Evidence of donor's ability to provide funds (e.g., bank statements, investment statements, etc.)
2. Copy of Proof of Deposit to buyer's account or escrow

# Fair Lending Notice

## Equal Credit Opportunity Act

The Lender is required to provide the following notice in accordance with the EQUAL CREDIT OPPORTUNITY

ACT. 15 U.S.C.1691 ET. EW. and FEDERAL RESERVE BOARD REGULATION B, 12 C.F.R. 202.4 (d).

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit applicants on the basis of race, color, religion, natural origin, sex, marital status, Age (provided that the applicant has the capacity to enter into a binding contract); because All or part of the applicant's income derives from any public assistance program; or because The applicant has in good faith exercised any right under the CONSUMER CREDIT PROTECTION ACT. The Federal agency that administers compliance with this law is

**FEDERAL TRADE COMMISSION ECOA  
WASHINGTON, D.C. 20580  
(202) 724-1148**

### The Housing Financial Discrimination Act of 1977

#### STATE OF CALIFORNIA FAIR LENDING NOTICE

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

1. Trends, Characteristics or Conditions in the neighborhood or geographic area surrounding A housing accommodation, unless the financial institution can demonstrate in the particular Case that such consideration is required to avoid an unsafe and unsound business practice or
2. Race, Color, Religion, Sex Marital Status, National Origin or Ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one to four unit family residences occupied by the owner and for the purpose of the home improvement of any one to four unit family residence.

If you have any questions about your rights or if you wish to file a complaint, contact the management of this financial institution or:

Department of Real Estate  
107 South Broadway  
Room 8107  
Los Angeles, CA 90012

Department of Real Estate  
One Hallidie Plaza  
Suite 220  
San Francisco, CA 94102

#### ACKNOWLEDGEMENT OF RECEIPT

I (we) received a copy of this notice, for ECOA and California Fair Lending

\_\_\_\_\_  
**Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Co-Applicant**

\_\_\_\_\_  
**Date**

# Statement of Applicant Regarding Owner Occupancy of Property

Dear Applicant:

We will need from you as part of the loan application that you are submitting to us, your signature on the following Statement Of Applicant. PLEASE READ THE FOLLOWING STATEMENT CAREFULLY.

Dear Lender:

I understand that it is a requirement of the Lender in granting me a loan that I will occupy the property that will secure the loan (the "security property") as my primary residence within thirty (30) days after the Deed of Trust for the loan is recorded and further that I will actually occupy the security property during the six (6) month period immediately following initial occupancy.

To enable your considering my loan application, I hereby certify and declare that I will occupy the security property as my primary residence within thirty (30) days after the Deed of Trust for the loan is recorded and further that **I will actually occupy the security property during the six (6) month period following initial occupancy.** If, at any time before you grant or fund my loan, I change my mind or have any reason to believe that I will not be occupying the security property as my primary residence within thirty (30) days and actually occupying the security property during the six (6) month period immediately following initial occupancy, I will tell you immediately and I understand that you will then be unable to grant me a loan.

I understand that whether I move into a security property and make it my primary residence is important to you because, among other things, purchasers of loans (including, but not limited to agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner occupied, and that risks involved in the costs of holding and administering a loan are often higher in the case of a loan where the security property is not occupied as the primary residence of the person or persons owning the property.

I understand that if you approve my loan application, in order for you to fund my loan, I will be required to sign a Borrower's Declaration which provides that if I fail to occupy the security

property as my primary residence within thirty (30) days after that Deed of Trust for the loan is recorded and for the six (6) month period immediately following initial occupancy, the Lender will have the right to declare all sums under the Note—the entire amount that I am borrowing—to be immediately due and payable, which means I have to pay back the entire loan at once. I also understand that the Lender may, instead, if it chooses to, negotiate with me to increase the interest rate of the loan and increase the amount of each monthly installment to permit my paying off the loan in the same number of installments, but that the Lender does not have to do this and may choose simply to declare all sums under the Note immediately due and payable. I also understand that the rights of the Lender that are mentioned in this Statement will be in addition to any other rights of the Lender under the Deed of Trust or allowed by law.

In signing this statement, I am aware of Section 1014 of Title 18 of the United States Code, which provides in part as follows:

**"Whoever knowingly makes any false statement of report . . . for the purpose of influencing in any way the action of . . . Any institution the accounts of which are insured by agencies of the Federal Government . . . upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan, or any change or extension of any of the same, by renewal, deferment of action or otherwise, or the acceptance, release, or substitution of security therefore, shall be fined not more than \$5,000 or imprisoned not more than two years, or both.**

I have read and understood the Statement of Applicant. I understand that the making of false certifications or declarations is a crime under Section 1014 of Title 18 of the United States Code. I understand and agree that, in the event that any part of this Statement of Applicant be held by any court to be unenforceable in whole or in part for any reason whatsoever, such part, to such extent as it is enforceable and every other part not so held to be unenforceable, shall continue in full force and effect as the Statement of Application made by the undersigned to you. I have received a copy of this statement of Applicant that I may retain.

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Loan Officer's Signature

\_\_\_\_\_  
Date

# Borrower Notification Of Applicants Right

## To Receive Copy of Appraisal

You have a right under Section 11423 of the California Business and Professions Code to a copy of the Residential Real Estate Appraisal Report obtained by Real Estate Financial Services, Inc. in support of your Application for Credit, provided that you have ***Paid*** for the Appraisal.

Please choose and initial one of the following options:

\_\_\_\_\_ Please consider this notice as my request for a copy of that appraisal  
Please send a copy to the address shown on my credit application.

\_\_\_\_\_ You have received a notification of your right to receive a copy of the  
residential real estate appraisal. You do not want and have waived  
your right to a copy of that appraisal.

**The undersigned acknowledge receipt of a copy of this Notice.**

**Borrower** \_\_\_\_\_

**Borrower** \_\_\_\_\_

**Date:** \_\_\_\_\_



# FHA AMENDMENT TO DEPOSIT RECEIPT

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
City/State/Zip

The purchase agreement entered into on \_\_\_\_\_ between the undersigned buyer and seller is hereby amended to include the following statement:

“It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the mortgagee has delivered to the purchaser a written statement issued by the Federal Housing Commissioner of a Direct Endorsement Lender setting forth the appraised value of the property (excluding closing costs) of not less than the sales price which statement the mortgagee hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the mortgagee. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. **The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.**”

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

# IMPORTANT FHA NOTICE TO HOMEBUYERS

## HUD ONE-TIME MORTGAGE INSURANCE PREMIUM

You have recently applied for a home loan through the Department of Housing and Urban development (HUD). In order to obtain a loan insured by HUD you must purchase Mortgage Insurance as required by their regulations.

This Mortgage Insurance is a one-time premium which may either be paid in full upon the closing of this transaction or be financed and included in your loan amount.

Please check the appropriate box indicating your choice for payment of HUD's Mortgage Insurance Premium.

I/We wish to :

\_\_\_\_\_ **Finance the total premium and have this amount included in our loan.**

\_\_\_\_\_ **Pay the total premium in cash at closing.**

The total of the premium and further information relating to your specific loan terms may be discussed with your lender's loan representative.

Note: Condominiums are not subject to the one-time MIP premiums, instead, monthly MIP applies.

## CONDITION OF PROPERTY

The property you are buying is not HUD/FHA approved and HUD/FHA does not warrant the condition or the value of the property. An appraisal will be performed to estimate the value of the property, but this appraisal does not guarantee that the house is free of defects. You should inspect the property

yourself very carefully or hire a professional inspection service to inspect the property for you. If you have a professional home inspection service perform an inspection of the property, you may include some of the cost of the inspection in your mortgage.

## INTEREST RATE AND DISCOUNT POINTS

- HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the lender you have chosen.
- The interest rate, any discount points and the length of time the lender will honor the loan terms are all negotiated between you and the lender.
- The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.
- Lenders may agree to guarantee or "lock-in" the loan terms for a definite period of time (e.g., 30, 60 or 90 days) or may permit your loan to be

- determined by future market conditions, also known as "floating." Lenders may require a fee to lock in the interest rate or the terms of the loan. Your agreement with the lender will determine the degree, if any, that the interest rate and discount points may rise before closing.
- After your loan is approved at a given interest rate and discount points, any increase in the discount points which you are going to pay or an increase of more than one percent in the interest rate requires re-underwriting of the loan.
- If the lender determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

# IMPORTANT NOTICE TO HOMEBUYERS

## DON'T COMMIT LOAN FRAUD

It is important for you to understand that you are required to provide complete and accurate information when applying for a mortgage loan.

- **Do not** overstate your income or your assets.
- **Disclose all loans and debts** (including money that may have been borrowed to make the down-payment.)
- **Do not** provide false letters-of-credit, cash-on-hand statements, gift letters or sweat equity letters.
- **Do not** accept funds to be used for your down-payment from any other party (seller, real estate salesperson, builder, etc.)
- **Do not** falsely certify that a property will be used for your primary residence when you are actually going to use it as a rental property.
- **Do not** act as a "straw buyer" (somebody who purchases a property for another person and then transfers title of the property to that person ) nor should you give that person personal or credit information for them to use in any such scheme.
- **Do not** apply for a loan by assuming the identity of another person.

**Penalties for Loan Fraud:** Federal law provides severe penalties for fraud, misrepresentation, or conspiracy to influence wrongly the issuance of mortgage insurance by HUD. You can be subject to a possible prison term and fine of up to \$10,000.00 for providing false information. Additionally, you could be prohibited from obtaining a HUD-insured loan for an indefinite period.

**Report Loan Fraud:** If you are aware of any fraud in HUD programs or if an individual tries to persuade you to make false statements on a loan application, you should report the matter by calling your nearest HUD office or the HUD Regional Inspector General, or call the HUD hotline on 1-800-347-3735.

**Warning:** It is a crime to knowingly make false statements to the United States Government on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010

## Discrimination

If you believe you have been subject to discrimination because of race, color, religion, sex, handicap, familial status or national origin, you should call HUD's **Fair Housing & Equal Opportunity Complaint Hotline: 1-800-669-9777**

## About Prepayment

This notice is to advise you of the requirements that must be followed to accomplish a prepayment of your mortgage and to prevent accrual of any interest after the date of prepayment.

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment,

the prepayment must be received on the installment due date (the first day of the month) if the lender stated this policy in its response to a request for payoff figures.

Otherwise, you may be required to pay interest on the amount prepaid through the end of the month. The lender can refuse to accept prepayment on any date other than the installment due date.

## Who may be eligible for a refund or share

**Premium Refund:** You may be eligible for a refund of a portion of the insurance premium if you:

- Acquired your loan after September 1, 1983
- Paid an upfront mortgage insurance premium at settlement and
- Did not default on your mortgage payments.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

**Distributive Share:** You may be eligible for a share of any excess earnings from the Mutual Mortgage Insurance Fund if you:

- Originated your loan before September 1, 1983
- Paid on your loan for more than seven years'
- HUD processed your FHA insurance termination before November 5, 1990

### Exceptions:

**Assumptions:** When an FHA insured loan is refinanced, the insurance remains in force. The seller receives no refund. The owner (s) of the property at the time the insurance is terminated is entitled to any refund.

**FHA to FHA Refinance:** When an FHA insured loan is assumed, the premium from the old loan may be applied toward the upfront premium required for the new loan.

**Claims:** When a mortgage company submits a claim to HUD for insurance benefits, no refund is due the homeowner.

**Statue of Limitations:** HUD is not liable for a distributive share that remains unclaimed 6 years from the date the notification was first sent to the last known address of the mortgagor.

# IMPORTANT FHA NOTICE TO HOMEBUYERS

## How are Refunds Determined?

The FHA Commissioner determines how much premium is refunded when loans are terminated. Refunds are based on the number of months the loan is insured. For loans terminating on or after January 1, 1994, with insurance in force for 24 months, approximately 80 percent of the premium is refundable; after 48 months, 39 percent, after 72 months, 8 percent, after 83 months (7 years) no refund is due the borrower.

## How are Refunds Processed?

- Mortgage company notifies HUD of insurance termination.
- If you are eligible for a refund, HUD will either request Treasury to issue you a check directly or will send you an **Application for Premium Refund** (form HUD-27050-B)
- Read the application carefully, sign it, notarize it, and attach proof of ownership

## How to Contact HUD

By Phone:  
703-235-8117  
8:30 AM to 8:30 PM (EST)  
Monday through Friday

By Mail:  
U.S. Department of Housing & Urban Development  
P.O. Box 23699  
Washington, D.C. 20410-3699

**Note:** All inquires should include your name, 10-digit FHA case number, paid in full date, property address and a daytime phone number. Record your FHA case number here for future reference.

\_\_\_\_\_  
FHA Case Number

**Important:** The rules governing the eligibility for premium refunds and distributive share payments are based on the financial status of the FHA insurance fund are subject to change.

SI USTED HABLA ESPANOL Y TIENE DIFIULTAT LEYENDO  
HABLANDO INGLES, POR FAVOR LLAME USTED A ESTE  
ENMERO TELEFONICO 703-235-8117

**You, the borrower (s), must be certain that you understand the transaction,  
seek professional advice if you are uncertain.**

**Acknowledgement:** I acknowledge that I have read and received a copy of this notice at the time of loan applications

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# REAL ESTATE CERTIFICATION

**We hereby certify, as the seller, purchaser and real estate selling agent or broker that the terms of the contract for the purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of us in connection with this transaction is attached to the sales agreement.**

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Borrower's Signature Date

\_\_\_\_\_  
Borrower's Signature Date

\_\_\_\_\_  
Borrower's Signature Date

\_\_\_\_\_  
Borrower's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Real Estate Agent's Signature Date

# FHA CO-MORTGAGOR CERTIFICATION

To Whom It May Concern:

We are co-mortgagors with (name) \_\_\_\_\_

(name) \_\_\_\_\_

for the property located at:

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

As co-mortgagors we are aware that we are equally responsible for the payment of the loan for which we are applying. If (name) \_\_\_\_\_ should be unable to make the payments I/We will make the necessary payments as required.

The reason I/We wish to co-mortgage is as follows (describe):

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\_\_\_\_\_  
Co-Mortgagor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Mortgagor's Signature

\_\_\_\_\_  
Date

# ENERGY EFFICIENT MORTGAGE CERTIFICATION

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## ENERGY EFFICIENT MORTGAGE PILOT PROGRAM

Section 513 of the **Housing and Community Development Act of 1992** requires the **U.S. Department of Housing and Urban Development (HUD)** through the **Federal Housing Administration (FHA)** to establish a pilot program to provide mortgage insurance for **Energy Efficient Mortgages**. The property you are purchasing or refinancing may be eligible for this program. The law requires that you be informed of this program and that you acknowledge by signing this statement that you understand the benefits of this program.

### What is an Energy Efficient Mortgage?

An **Energy Efficient Mortgage**, or **EEM**, recognizes the energy savings of a home. It allows a home buyer (or Homeowner if it is a refinance) to qualify for a **LARGER** mortgage to finance the construction or installation of improvements to a home that will increase the home's energy efficiency. Because the home will be more energy efficient after installation of the energy savings improvements, the family can devote more of its income to the mortgage.

### How Do I Apply For An EEM?

When you apply for your mortgage loan, tell your lender that you are interested in an **EEM**. You or the lender must then have the home inspected and rated by a home energy rating organization. Many utility companies and other organizations perform these energy inspections and rating. The home energy rating organization will determine the energy use of the home and recommend the improvements that may save replacing an old furnace or other similar improvements will increase the energy efficiency of the home. If these improvements will save you more money than it costs to install them, the costs of the improvements (up to certain dollar limits) may be financed into your mortgage.

### Where Do I Get More Information On An EEM?

Ask your real estate broker, mortgage lender, utility company or state energy office for more information about an **EMM**.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

# LEAD-BASED PAINT DISCLOSURE

## U.S. Department of Housing and Urban Development NOTICE TO PURCHASERS OF HOUSING CONSTRUCTED BEFORE 1978

### WATCH OUT FOR LEAD-BASED POISONING!

If the home you intend to purchase was built before 1978 it may contain lead-based paint.  
About three out of every four pre-1978 buildings have lead based paint.

### YOU NEED TO READ THIS NOTICE ABOUT LEAD!

#### WHAT IS LEAD POISONING?

Lead poisoning means having high concentrations of lead in the body.

LEAD CAN:

- Cause major health problems, especially in children under 7 years old.
- Damage a child's brain, nervous system, kidneys, hearing or coordination.
- Affect learning.
- Cause behavioral problems, blindness and even death.
- Cause problems in pregnancy and affect a baby's normal development.

#### WHO GETS LEAD POISONING?

*Anyone can get it,* but children under 7 are at the greatest risk, because their bodies are not full grown and are easily damaged.

The risk is worse if the child:

- Lives in an older home (built/constructed before 1978, and even more so before 1960.)
- Does not eat regular meals (an empty stomach accepts lead more easily).
- Does not eat enough foods with iron or calcium.
- Has parents who work in lead-related jobs.
- Has played in the same places as brother, sisters and friends who have been lead poisoned.  
(Lead poisoning *cannot* be spread from person to person. It comes from contact with lead.)

Women of childbearing age are also at risk, because lead poisoning can cause miscarriages, premature births and the poison can be passed onto their unborn babies.

#### WHERE DOES IT COME FROM?

The lead hazards that children most often touch are lead dust, leaded soil, loose chips and chewable surfaces painted with lead-based paint. A child may be harmed when it puts into its mouth toys, pacifiers, or hands that have leaded soil or lead dust on them. Lead also comes from:

- Moving parts of windows and doors that can make lead dust and chips.
- Lead-based paint on windows, doors wood trim, walls and cabinets in kitchens and bathrooms, on porches, stairs, railings, fire escapes and lamp posts.
- Soil next to the exterior of buildings that have been painted with lead-based paint and leaded gasoline dust in soil near busy streets.
- Drinking water. (From lead pipes and solder.)
- Parents who may bring lead dust home from work on skin, clothes and hair.
- Colored newspaper print and car batteries.
- Highly glazed pottery and cookware from other countries.
- Removing old paint when refinishing furniture.

In recent years some uses of lead in products that could cause lead poisoning have been reduced or banned. This is true for gasoline, lead solder used in water pipes and lead in paint. Still a great deal of lead remains in and around older homes and lead-based paint and accompanying lead dust are seen as the major sources.



# WAIVER OF REDUCED UPFRONT FHA MORTGAGE INSURANCE PREMIUM

During the application process, I certify that I was informed that a lower up-front mortgage insurance premium was available on FHA loans if the borrower met certain conditions.

**To qualify for the reduced premium, the borrower must :**

- (1) Be a first-time homebuyer and
- (2) Have completed an authorized homebuyer counseling class.

A first-time home buyer is an individual who has had no ownership in a principal residence during the three year period ending on the date of purchase (closing date) of the property. It also includes:

- (1) Any individual that has only owned with a former spouse while married.
- (2) Any individual that has only owned a principal residence not permanently affixed to a permanent foundation.
- (3) A property that was not in compliance with state, local or model building codes and which cannot be bought into compliance with these codes for less than the cost of constructing a permanent structure.

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If I meet the criteria I may be entitled to a reduced up-front premium of 1.75 % versus the full premium amount of 2.25 %, which may be financed.

I acknowledge that I have not met these requirements and agree to pay the full up-front premium.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

# For Your Protection: Get a Home Inspection

Name of Seller \_\_\_\_\_

Property Address \_\_\_\_\_

## What the FHA Does for Buyers . . . And What We Don't Do

**What We do:** FHA helps people become homeowners by insuring mortgages for lenders. This allows lenders to offer mortgages to first-time buyers and others who may not qualify for conventional loans. Because the FHA insures the loan for the lender, the buyer pays only a very low down-payment.

**What we don't do:** FHA does not guarantee the value or condition of your potential new home. If you find problems with your new home after closing, we can not give or lend your money for repairs, and we can not buy the home back from you.

That's why it's so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Appraisals and Home Inspections are Different

As part of our job insuring the loan, we require that the lender conduct an FHA appraisal. An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. The lender does an appraisal for three reasons:

- To estimate the value of a house
- To make sure that the house meets FHA minimum property standards
- To make sure that the house is marketable

**Appraisals are not home inspections.**

## Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more information than an appraisal-information you need to make a wise decision. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure and finishes

## What Goes into a Home Inspection

A home inspection gives the buyer an impartial, physical evaluation of the overall condition of the home and items that need to be repaired or replaced. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing electrical, heating, insulation and ventilation, air conditioning and interiors.

## Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

**I understand the importance of getting an independent home inspection. I have thought about this before I signed a contract with the seller for a home.**

X \_\_\_\_\_  
Signature & Date

X \_\_\_\_\_  
Signature & Date

# Informed Consumer Choice Disclosure Notice

In addition to an FHA-insured mortgage, you may also qualify for other mortgage products offered by your lender. To assure that you are aware of possible choices in financing, your lender has prepared a comparison of the typical costs of alternative conventional mortgage product (s) below. Using representative loan amounts and costs (the actual loan amounts and associated costs shown below will vary from your own mortgage loan transaction.) You should study the comparison carefully, ask questions, and determine which product is best for you. The information provided below was prepared as of September 1999.

Neither your lender nor FHA warrants that you actually qualify for any mortgage loan offered by your lender. This notice is provided to you to identify the key differences between these mortgage products offered by your lender. This disclosure is not a contract and does not constitute loan approval. Actual mortgage approval can only be made following a full underwriting analysis by your mortgage lender.

	FHA Financing 203(b) Fixed Rate	Conventional Financing 97% with Mortgage Insurance (MI)
1. Sales Price	\$100,000	\$100,000
2. Mortgage Amount	\$97,750 (\$99,460 w/Up-front Mortgage Insurance Premium)	\$97,000
3. Closing Costs	\$2,000	\$2,000
4. Down payment needed	\$4,250	\$5,000
5. Interest Rate and Term of Loan in Years	7.00% 30 Year Loan	7.00% 30 Year Loan
6. Monthly Payment (principal and interest only)	\$661	\$645
7. Loan-to-Value	97.75%	97%
8. Monthly Mortgage Insurance Premium (first years)	\$40.73	\$76.63
9. Maximum Number of Years of Monthly Insurance Premium Payments	30 Years	Approx. N/A years
10. Upfront Mortgage Insurance Premium (if applicable)	\$1710 (included in Mortgage Amount line 2)	N/A

1. Monthly mortgage insurance premiums are calculated on the average annual principal balance, i.e., as the amount you owe on the loan decreases each year, so does the amount of the monthly premium.
2. Based on an up-front mortgage insurance premium rate available for first-time homebuyers who obtain housing counseling

### FHA Mortgage Insurance Premium Information:

If you paid an up-front mortgage insurance premium, you will also be charged a monthly mortgage insurance premium for the period of time shown below, based on the initial loan-to-value and term of your mortgage. You are required to make these payments on your FHA-insured loan for the time shown unless you refinance or the mortgage is otherwise paid in full. (If you were not charged an upfront premium, as for example on condominiums, you will pay the monthly premium for the life of the mortgage.)

If the term of your mortgage will be greater than 15 years      You will make mortgage insurance premium payments for:

And with a loan-to-value ratio:	
Of 89.99 or less	7 Years
Between 90.00 and 95.00	12 Years
Of 95.01 and Greater	30 Years

If the term of your mortgage will be 15 years or less and with      You will make mortgage insurance premium payments for:

A loan-to-value ratio:	
Of 89.99 or Less	None Required
Between 90.00 and 95.00	4 Years
Of 95.01 and Greater	8 Years

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# QUALITY LENDING DISCLOSURE

## QUALITY CONTROL RELEASE

We, the undersigned applicants, understand that our mortgage application may be selected by the Lender and/or its Assigns or Agent for a Quality Control Review. This review is designed to produce and maintain quality service for our borrowers and to comply with agency and investor guidelines. The quality control review will involve verification of all of the credit information (including employment history, income, bank accounts and credit references) as well as the property verification.

We agree to cooperate with the Lender and/or its Agents to the extent necessary to accomplish this review. It is understood that the information may be verified with third parties such as our employers, depository institutions or a credit report agency.

We therefore have signed below authorizing the release of employment and/or financial information to assist in the Quality Control review process.

**The undersigned acknowledge receipt of a copy of this Notice.**

**Borrower** \_\_\_\_\_

**Borrower** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Disclosure Notices

**Applicant**

**Property Address:**

## Affidavit of Occupancy

Applicant (s) hereby certify and acknowledge that, upon taking title to the real property described above, their occupancy status will be as follows:

- Primary Residence— Occupied by Applicant (s) within 30 days of closing.
- Secondary Residence—To be occupied by Applicant (s) at least 15 days yearly, as second home (vacation, etc.) While maintaining principal residence elsewhere. (Please check this box if you plan to establish it as your primary residence at a future date (e.g., retirement.)
- Investment Property— Not owner occupied. Purchased as an investment to be held or rented.

The applicant (s) acknowledge it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 18, United States Code, Section 1014

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Co-applicant Signature

## Anti-Coercion Statement

The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subjected to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirement of the lender. The lender has the right to designate reasonable financial requirements as to the company and adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative hereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.

I have selected the following agencies to write the insurance covering the property described above:

\_\_\_\_\_  
Insurance Company Name

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Co-applicant Signature

## Fair Credit Reporting Act

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identify of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days, the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Co-applicant Signature

## FHA Loans Only

IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE , YOU MAY BE ASSESSED INTEREST CHARGES TILL THE END OF THAT MONTH:

## Government Loans Only

RIGHT TO FINANCIAL PRIVACY ACT OF 1978– This is a notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Co-Applicant Signature

**Request for Copy of Tax Form**

▶ **Do not sign this form unless all applicable parts have been completed.**  
**Read the instructions on page 2**  
▶ **Request may be rejected if the form is incomplete, illegible, or any required part was blank at the time of signature**

OMB No. 1545-0429

Tip: You may be able to get your tax return or return information for other sources. If you had your tax return completed by a paid preparer, they should be able to provide you a copy of the return. The IRS can provide a **Tax Return Transcript** for many returns free of charge. The transcript provides most of the line entries from the tax return and usually contains the information that a third party (such as a mortgage company) requires. See new **Form 4506-T**, Request for Transcript of Tax Return, to order a transcript or you can call 1-800-829-1040 to order a transcript.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return or employer identification number (see instructions)
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<b>2a</b> If a joint return, enter spouse's name shown on tax return	<b>2b</b> Second social security number if joint return
--	---

**3** Current name, address (including apt., room, or suite no.), city, state and ZIP code

**4** Address, (including apt., room or suite no.), city, state and Zip code

**5** If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address and telephone number. The IRS has no control over what the third party does with the tax return.

**CAUTION:** Lines 6 and 7 must be completed if the third party requires you to complete form 4506. **Do not sign Form 4506 if the third party requests that you sign form 4506 and lines 6 and 7 are blank.**

**6 Tax return requested** (Form 1040, 1120,941, etc.) and all attachments as originally submitted to the IRS, including Form (s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶ \_\_\_\_\_   
**Note:** *If the copies must be certified for court or administrative proceedings, check here* .....

**7 Year or period requested** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**8 Fee.** There is a \$39 fee for each return requested. **Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN or EIN and "Form 4506 request" on your check or money order.**

<b>a</b> Cost for each return .....	<b>\$ 39.00</b>
<b>b</b> Number of returns requested on line 7 .....	
<b>c</b> Total cost. Multiply line 8a by line 8b .....	<b>\$</b>

**9** If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here .....

**Signature of taxpayer (s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer.

<b>Sign Here</b>	▶ Signature	Date	Telephone number of taxpayer on Line 1a or 2a
	▶ Title (if line 1a above is a corporation, partnership, estate, or trust		
	▶ Spouses Signature	Date	

**Changes To Note**

*Section references are to the internal Revenue Code*

- Form 4506, Request for Copy of Tax Return, is now used to request copies of tax Returns. Use **new Form 4506-T**, Request for Transcript of Tax Return, to request tax return transcripts, tax account information, W-2 information, 1099 information, verification of non-filing, and a record of account.
- The fee for a photocopy of a tax return has increased to \$39.

**Instructions**

**Purpose of form.** Use Form 4506 to request a copy of your tax return. You can also designate a third party to receive the tax return. See line 5.

**How long will it take?** It may take up to 60 calendar days for us to process your request.

**Where do I file.** Attach payment and mail Form 4506 to the address below for the state you lived in when that return was filed. There are two address charts: one for individual returns (Form 1040 series) and one for all other returns.

**Note:** *If you are requesting more than one return and the chart below shows two different service centers, mail your request to the service center based on the address of your most recent return.*

**Chart for individual returns (Form 1040 series)**

**If you lived in and filed an individual return:** **Mail to the Internal Revenue Service at:**

Maine Massachusetts, New Hampshire, New York, Vermont	RAIVS Team 310 Lowell St. Stop 679 Andover, MA 01810
--	---

Alabama, Florida Georgia, Mississippi, North Carolina, South Carolina, West Virginia, Rhode Island	RAIVS Team 4800 Buford Hwy. Stop[ 91 Chamblee, GA 30341
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Arkansas, Colorado, Kentucky, Louisiana, New Mexico, Oklahoma, Tennessee, Texas	RAIVS Team 3651 South Interregional Hwy. Stop 6716 Austin, TX 78741
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Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington, Wyoming	RAIVS Team Stop 38101 Fresno, CA 93888
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Delaware, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin	RAIVS Team Stop B41-6700 Kansas City, MO 64999
--	---

Ohio, Virginia	RAIVS Team 5333 Getwell Rd. Stop 2826 Memphis, TN 38118
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Connecticut, District of Columbia, Maryland, New Jersey, Pennsylvania, a Foreign country, or A.P.O. or F.P.O. address	RAIVS Team DP SE 135 Philadelphia, PA 19255-0695
--	---

**Chart for all other returns**

**If you lived in:** **Mail to the Internal Revenue Service at:**

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming	RAIVS Team Mail Stop 6734 Ogden, UT 84201
---	---

Connecticut Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800F Cincinnati, OH 45250
---	---

**Line 1b.** Enter your employer identification number if you are requesting a copy of a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040,) enter your SSN.

**Signature and date.** Form 4506 must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the return be sent to a third party, the IRS must receive Form 4606 within 60 days of the date signed by the taxpayer or it will be rejected.

**Individuals.** Copies of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506 exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506 can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506 can be signed by any person who was a member of the partnership during any part of the tax period requested on line 7.

**All others.** See section 6103 (e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506 for a taxpayer only if this authority has been specifically delegated to the representative on Form 2848, line 5. Form 2848 showing the delegation must be attached to Form 4506.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested return (s) under the Internal Revenue Code. We need this information to properly identify the return (s) and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN or EIN, to process your request. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states and The District of Columbia for use in administering their tax laws. We may also disclose this information to Federal and state agencies to enforce Federal non-tax criminal laws and to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a Valid OMB control Number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506 will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 16 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506 simpler, we would be happy to hear from you. You can write to the Tax Products Coordinating Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** Send the form to this address. Instead, see **Where to file** on this page.

# HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144  
HUD: 2505-0059

<b>Part I- Identifying Information</b> (mark the type of application) 1. <input type="checkbox"/> VA Application for <input type="checkbox"/> HUD/FHA Application for Insurance		2. Agency Case No: (include any suffix)		3. Lender's Case Number:		4. Section of the Act: (for HUD case)	
5. Borrower's Name& Present address (include zip code)				7. Loan Amount (include the UFMIP if for HUD or Funding Fee if for V.A.) \$		8. Interest Rate:	
6. Property Address (including name of subdivision, lot & block no. & zip code):				10. Discount Amt: (only if borrower is permitted to pay)		11. Amount of Up Front Premium: \$	
				12a. Amount of Monthly Premium: \$ /mo		12b. Term of Monthly Premium:	
15. Lender's Name & Address (include zip code)				13. Lender's I.D. Code:		14. Sponsor/Agent I.D. Code:	
				16. Name & Address of Sponsor/Agent			
<div style="border: 1px solid black; width: 100%; height: 100%; background-color: #cccccc; display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; width: 80%; height: 80%; background-color: white; margin: auto;"></div> </div> <p style="text-align: center; margin-top: 5px;">Type or Print all entries clearly</p>				17. Lender's Telephone Number:			
				<p>V.A.: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations Promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.</p>			
18. First Time Homebuyer?  A. <input type="checkbox"/> Yes B. <input type="checkbox"/> No		19. V.A. Only: Title will be Vested in:  <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other ( Specify)		20. Purpose of Loan (blocks 9-12 are for V.A. loans only) 1) <input type="checkbox"/> Purchase Existing Home Previously Occupied 2) <input type="checkbox"/> Finance improvements to Existing Property 3) <input type="checkbox"/> Refinance (Refi.) 4) <input type="checkbox"/> Purchase New Condo. Unit 5) <input type="checkbox"/> Purchase Existing Condo. Unit		7) <input type="checkbox"/> Construct Home (proceeds to be paid out during construction) 8) <input type="checkbox"/> Finance Co-op Purchase 9) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home 10) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home & Lot 11) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home to Buy Lot 12) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home/Lot Loan	

**Part II- Lender's Certification**

21. The undersigned lender makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. code, or to induce the Department of Housing and Urban Development — Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.

- A. The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.
- B. The information contained in the Uniform Residential Loan Application and this Addendum obtained directly from the borrower by a full-time employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.
- C. The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.
- D. The verification of employment and verification of deposits were requested and received by the lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.

- E. The Uniform Residential Loan Application and this Addendum were signed by the borrower after all sections were completed
- F. This proposed loan to the named borrower meets the income and credit requirements of the governing law in the judgment of the undersigned
- G. To the best of my knowledge and belief, I and my firm and it's principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph G(2) of this certification; and (4) have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

**Items "H" through "J" are to be completed as applicable for V.A. Loans only.**

**H. The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:**

Name & Address:	Function (e.g. obtained information on the Uniform Residential Loan Application, ordered credit report, verifications of employment, deposits, etc.)
-----------------	--

If no agent is show above, the undersigned lender affirmatively certifies that all information and supporting credit data were obtained directly by the lender.

J. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions which they are identified.

I. The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.

Signature of Officer of Lender	Title of Officer of Lender	Date (mm/dd/yyyy)
--------------------------------	----------------------------	-------------------

X



**Part III-Notices to Borrowers Public Reporting Burden** for this collection of information is estimated to average 0.10 per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the Collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office Of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington D.C. 20410-3600; and to the Office of Information and Regulatory Affairs, Office Of Management and Budget, Washington D.C.20503.

**Privacy Act Information** The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN.) You must provide all the requested information, including your SSN. HUD and/or V.A. may conduct a computer match to verify the information you provide. HUD and/or V.A. may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or V.A. except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside V.A. or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application.

This notice to you as required by the Right to Financial Privacy Act of 1978 that V.A. or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to V.A. and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

**Caution** Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under the Federal programs; (5) Assess charges to your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for Litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

<b>Part IV—Borrower Certification</b>			
22. Complete the following for a HUD/FHA Mortgage	Is it to be sold?	22b. Sales Price	22c. Original Mortgage Amount
22a. Do you own or have you sold other real estate within the past 60 months on which there was HUD/FHA mortgage? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$

22d. Address:

22 e. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project, subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest?  Yes  No If "Yes" give details

22f. Do you own more than four dwellings?  Yes  No If "Yes" submit form HUD-92561

23. Complete for V.A.—Guaranteed Mortgage. Have you ever had a V.A. home loan?  Yes  No

24. **Applicable for Both V.A. & HUD** As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made **will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended.** Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to V.A. or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which V.A. or HUD/FHA may be required to pay your lender on account of default in your loan payments. **The amount of any such claim payment will be a debt owed by you to the Fed-**

**25. I, the Undersigned Borrower (s) Certify that:**

- (1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.
- (2) Occupancy: (for V.A. only—mark the applicable box)
  - (a) I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.
  - (b) My Spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.
  - (c) I previously occupied the property securing this loan as my home. (for interest rate reduction loans)
  - (d) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)
- Note: If box 2b or 2d is checked, the veteran's spouse must also sign below.**
- (3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan)
  - I have been informed that (\$ ) is: the reasonable value of the property as determined by V.A. or; the statement of appraised value as determined by HUD/FHA. Note: If the contract price or cost exceeds the V.A. "Reasonable Value" or HUD/FHA "Statement of Appraised Value," mark either item (a) or item (b), whichever applies.
  - (a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the V.A. or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment;
  - (b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own personal resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the V.A. or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.
- (4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.
- (5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.
- (6) **For HUD Only** (for properties constructed prior to 1978) I have received information on Lead paint poisoning.  Yes  Not Applicable
- (7) **I am aware that neither HUD/FHA nor V.A. warrants the condition or value of this property.**

Signature (s) of Borrower (s) - **Do not sign** unless this application is fully completed. Read the certifications carefully & review accuracy

Date

# National Credit Score Disclosure

In evaluation your application for a home mortgage loan, one factor your lender will consider is one or more of your credit scores because they assist us in evaluating your credit history in a faster, more objective manner. Your credit scores are found on your credit report, **a copy of which was provided to you with this disclosure**. The range of possible scores is from 300 to 850. Your lender may also obtain and consider other credit scores in making its decision on your application from the credit bureaus listed below.

In addition to the credit scores, your credit report lists the key factors why your scores were less than the maximum possible score. Please keep in mind that these reasons are provided for factors on which you received less than the maximum score possible. The listings of these factors does not by itself indicate that you would not be approved for the loan you have requested. Your lender considers many factors in addition to your credit scores in making a decision on your application. If your application is not approved, you will receive a separate notice stating the specific reasons for that action which may or may not relate to your credit scores.

Your lender did not calculate your credit scores nor did we develop the scoring models. If you have any questions about your credit scores or the information in the credit report from which the scores were computed, you can contact the credit bureaus at the addresses listed below:

**Equifax**  
P.O. Box 740258  
Atlanta, GA 30374-0258  
**(800) 685-1111**  
Website: [www.equifax.com](http://www.equifax.com)

**Trans Union**  
P.O. Box 1000  
Chester, PA 19022-4000  
**(800) 888-4213**  
[www.transunion.com/direct](http://www.transunion.com/direct)

**Experian**  
P.O. Box 2014  
Allen, TX 75013  
**(888) 397-3742**  
[www.experian.com](http://www.experian.com)

**Notice to Home Loan Applicant**  
**Pursuant to California Civil Code Section 1785.20.2**  
**Pursuant to the Fair Credit Report Act (15 U.S.C. 1681Sec 609 (g)(I)(D) as amended 12/4/03)**

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit score.

The credit score is a computer-generated summary calculated at the time of the request and based on the information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the scores is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If your have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decisions on a loan application.

If you have any question concerning the terms of the loan, contact the lender.

**(This certifies that this disclosure, along with a copy of their credit report, has been provided to each applicant Pursuant to the Fair Credit Report Act (15 U.S.C. 1681Sec 609 (g)(I)(D) as amended 12/4/03)**

\_\_\_\_\_  
**Applicant name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Applicant name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Loan Number**

# Privacy Policy Disclosure

(Protection of the Privacy of Personal Non-Public Information)

Respecting and protecting customer privacy is vital to our business. By explaining our Privacy Policy to you, we trust that you will better understand how we keep our customer information private and secure while using it to serve you better. Keeping customer information secure is a top priority and we are disclosing our policies to help you understand how we handle the personal information about you that we collect and disclose. This notice explains how you can limit our disclosing of personal information about you. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

**The Privacy Policy explains the Following:**

- Protecting the confidentiality of our customer information
- Who is covered by the Privacy Policy
- How we gather information
- The types of information we share, why and with whom
- Opting Out—how to instruct us not to share certain information about you or not to contact you

**Protecting the Confidentiality of Customer Information:**

We take our responsibility to protect the privacy and confidentiality of customer information very seriously. We maintain physical, electronic, and procedural safeguards that comply with federal standards to store and secure information about you from unauthorized access, alteration and destruction. Our control policies, for example, authorize access to customer information only by individuals who need access to do their work.

From time to time, we enter into agreements with other companies to provide services to us or make products and services available to you. Under these agreements, the companies may receive information about you but they must safeguard this information, and they may not use it for any other purposes.

**Who is Covered by the Privacy Policy:**

We provide our Privacy Policy to customers when they conduct business with your company. If we change our privacy policies to permit us to share additional information we have about you, as described below, or to permit disclosures to additional types of parties, you will be notified in advance. This Privacy Policy applies to consumers who are current customers or former customers.

**How We Gather Information:**

As part of providing you with financial products or services, we may obtain information about you from the following sources:

- Applications, forms and other information that you provide to us, whether in writing, in person, by telephone, electronically, or by any other means. This information may include your name, address, employment information, income and credit references.
- Your transaction with us, our affiliates, or others. This information may include your account balances, payment history and account usage:
- Consumer reporting agencies. This information may include account information and information about your credit worthiness;
- Public sources. This information may include real estate records, employment records, telephone numbers, etc.

**Information We Share:**

- To regulatory authorities and law enforcement officials
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- To report account activity to credit bureaus
- To consumer reporting agencies
- To respond to a subpoena or court order, judicial process or regulatory authorities
- In connection with a proposed or actual sale, merger, or transfer of all or a portion of a business or an operating unit, etc.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

Page 1 of 2

# Privacy Policy Disclosure

## (Protection of the Privacy of Personal Non-Public Information)- Continued

In addition, we may provide information about you to our service providers to help us process your applications or service your accounts. Our service providers may include billing service providers, mail and telephone services companies, lenders, investors, title and escrow companies, appraisal companies, etc.

We may also provide information about you to our service providers to help us perform marketing services. This information provided to these service providers may include the categories of information described above under "How do we Gather Information" limited to only that which we deem appropriate for these service providers to carry out their functions.

We do not provide non-public information about you to any company whose products and services are being marketed unless you authorize us to do so. These companies are not allowed to use this information for purposes beyond your specific authorization.

### Opting Out

We also may share information about you within our corporate family of office (s). We may share all of the categories of information we gather about you, including identification information (such as your name and address) credit reports (such as your credit history), application information (such as your income or credit references), your account transactions and experiences with us (such as your payment history), and information from other third parties (such as your employment history.)

By sharing this information we can better understand your financial needs. We can then send you notification of new products and special promotional offers that you may not otherwise know about. For example, if you originally obtained a mortgage loan with us, we would know that you are a homeowner and may be interested in hearing how a home equity loan may be a better option than an auto loan to finance the purchase of a new car.

You may prohibit the sharing of application and third-party credit-related information within our company or any third-party company at any time. If you would like to limit disclosures of personal information within our company or any third-party company at any time. If you would like to limit disclosures of personal information about you as described in this notice, just check the appropriate box or boxes to indicate your privacy choices.

- Please do not share personal information about me with non-affiliated third parties.
- Please do not share personal information about me with any of your affiliates except as necessary to effect, administer, process, service or enforce a transaction requested or authorized by myself.
- Please do not contact me with offers of products or services by mail.
- Please do not contact me with offers of products or services by telephone.

***Note for Joint Accounts: Your Opt Out choices will also apply to other individuals who are joint account holders. If these individuals have separate accounts, your Opt Out will not apply to those separate accounts.***

Name	Company Name
Address	Address
City, State, Zip	City, State, Zip
Phone #	Phone #
Loan#	
Signature	Date
Signature	Date

# UNDERSTANDING THE ROLE OF YOUR BROKER AND BROKER COMPENSATION

American dreams can come true with the right home loan. That's why many borrowers today look to a professional who understands home financing and has the ability to guide borrowers through the process step by step: an expert who knows your area, the homes, and the available lenders; someone who takes pride in turning dreams into reality.

For years, your professional mortgage broker has been making home financing more convenient for borrowers, offering such valuable services and information as:

- Same-day pre-qualifications
- A professional viewpoint
- Competitive rate shopping
- Convenient application process
- Pre-underwriting
- Access to a variety of lender programs
- Professional loan processing
- Industry knowledge
- Good Faith Estimates of closing costs
- The ability to re-direct the loan if needed
- Relationships with lenders
- Alternative solutions when needed

An important role of a mortgage broker is to arrange for your loan to be funded by an independent investor or lender ('lender'). Some brokers close loans in their own names, while others close loans in the name of the lender funding the loan. In any event, your mortgage broker is not an employee or representative of the Lender. Your mortgage broker and the lender are independent parties. The lender's role is to provide financing. Therefore, you should look solely to your broker for information and assistance concerning your loan and any associated fees and costs.



## The cost of your loan

Your loan transaction will involve a variety of different fees and charges. Some of these are charges by the lender, and some are charged by your broker and some charged by third parties such as closing agents, title companies, insurers, appraisers, home inspection services, etc. Your Good Faith Estimate is an estimate of these fees and charges. At or before closing, you will receive a final statement showing the actual fees and charges for your transaction. The amount of any particular fee or charge can vary depending on many factors, such as the lender's or your broker's out-of-pocket costs and internal administrative expenses, competitive factors, industry standards and practices, and third party charges. The costs of your transaction may also vary depending on the loan program you select with your broker, and any changes you decide upon during the loan process. Do not hesitate to ask your broker if you have any questions about any specific fees or charges.

## Broker Compensation

In Today's lending environment, you and your broker should work together to structure your loan to best Meet your goals and objectives.

If you would rather pay less up front or if you do not have much cash available, you can finance your fees and costs through a higher interest rate. If you would rather pay a lower interest rate, you may pay higher up-front points and fees.

You should review the options with your broker and agree upon the terms of the loan (including the interest rate, points, and fees) and the amount to be paid to the broker.

If you choose to finance some or all of the fees and costs, the broker will receive part of the broker's compensation from the lender. This is in addition to, or in lieu of, up-front fees or points paid directly by you to your broker. If you pay indirectly for this lender-financed broker compensation, it is commonly referred to as a "premium."

Usually, the specific amount of any broker compensation financed by the lender will not be known until your broker locks in your loan with the lender, which will be after you have received your initial Good Faith Estimate from your broker. The final amount of any such compensation will be shown on your loan closing statement, known as a HUD-1 or HUD-1a. Upon request, you may review this statement one business day before closing.

You should discuss with your broker how to structure the interest rate and amount fees and charges in the way that best suits your particular circumstances. Any questions you may have concerning broker compensation and other fees and costs during the process can be answered by your broker.

## ACKNOWLEDGEMENT OF RECEIPT

I (we) received a copy of this notice

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

# MORTGAGE BROKER FEE DISCLOSURE

You have applied to a mortgage broker for a residential mortgage loan. The mortgage broker will submit your application for a residential mortgage loan to a lender with which the mortgage broker contracts upon such terms and conditions as you may request or a lender may require. This form supplements other disclosures or agreements required by law that you should receive from the mortgage broker concerning your loan application.

SECTION 1. NATURE OF RELATIONSHIP. In connection with the mortgage loan:

- The mortgage broker may act as an independent contractor and not as your agent. Communicate any uncertainties you may have about the nature of your relationship to your mortgage broker.
- The mortgage broker has entered into separate independent contractor agreements with various lenders.
- While the mortgage broker seeks to assist you in meeting our financial needs, it does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or the best terms available in the market.

SECTION 2. OUR COMPENSATION. The lenders whose loan products are distributed by the mortgage broker generally provide their loan products to the mortgage broker at a wholesale rate.

- The retail price a mortgage broker offers you —your interest rate, total points and fees—will include the mortgage broker's compensation .
- In some cases, either you or the lender may pay the mortgage broker all of its compensation.
- Alternatively, both you and the lender may pay the mortgage broker a portion of its compensation. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- Also, in some cases, if you would rather pay less up front, you may be able to pay some or all of the mortgage broker's compensation indirectly through a higher interest rate in which case the mortgage broker will be paid directly by the lender.

Mortgage broker may also be paid by the lender based on (I) the value of the Mortgage Loan or the related servicing rights in the market place or (ii) other services, goods, or facilities performed or provided by the mortgage broker to the lender.

By signing below, applicants (s) acknowledge receipt of a copy of this signed agreement.

APPLICANT (S)

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

# RESPA Disclosure

## RESPA Disclosure To Loan Applicant On Assignment, Sale Or Transfer Of Loan Servicing

The servicing of the mortgage loan for which you are applying may be assigned, sold or transferred to any other mortgage servicer at any time while your loan is outstanding. Approximately 100 percent of the loan servicing for loans originated by the lender during the past calendar year were transferred as of the end of the calendar year.

We do not currently engage in the servicing of any federally related mortgage loans and there is a present intention to assign, sell or transfer the servicing of such loans to a mortgage servicer.

Servicing procedures, transfer practices and requirements and complaint resolution will be in accordance with the model disclosure statement developed by the Department of Housing and Urban Development (“HUD”).

The applicant has read and understood this disclosure.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

**Date:** \_\_\_\_\_

# Interest Rate Disclosure

Interest rates change everyday, often more than once each day. If you choose to lock-in your interest rate, your loan must fund and record on or before the expiration date. Even one day beyond will completely nullify the locked interest rate. Your loan will then be subject to the current rate on the day of expiration.

**If you choose not to lock-in your interest rate, your loan will be subject to the volatility of the financial markets.** If you choose not to lock-in at application, but later in the process of your loan desire an interest rate lock-in, you must contact your loan agent.

If you choose to lock-in your interest rate, a guarantee confirmation letter will be mailed to you within three business days. **Without This confirmation letter, your interest rate is NOT locked.** Interest rates can be locked from 10:00 a.m. to 2:30 p.m. Pacific Time. If you are completing this form after these hours, your lock-in interest rate will be subject to the next day's opening interest rate.

## Please initial one of the options:

\_\_\_\_\_ **I (we) choose to lock-in the interest rate at this time.** Please mail guarantee confirmation letter. If I do not receive a confirmation letter, I understand my interest rate is NOT locked and I need to notify you as soon as possible.

\_\_\_\_\_ **I (we) choose NOT to lock-in the interest rate at this time.** I choose to float the interest rate. I accept the market interest rate risk. The final locked-in interest rate may be higher or lower than the going market rate at the time of my loan application. If I should later choose to lock-in my loan subject to the above mentioned terms, I will call the loan agent.

\_\_\_\_\_  
Borrower Signature                      Date

\_\_\_\_\_  
Borrower Signature                      Date

\_\_\_\_\_  
Borrower Signature                      Date

\_\_\_\_\_  
Borrower Signature                      Date

\_\_\_\_\_  
Loan Officer                              Date



# Consumer Caution and Home Ownership Counseling Notice

If you obtain this loan, the lender will have a mortgage on your home. You could lose your home, and any money you have put into it, if you do not meet your obligations under the loan.

Mortgage loan rates and closing costs and fees vary based on many other factors, including your particular credit and financial circumstances, your earnings history, the loan-to value requested, and the type of property that will secure your loan. Higher rates and fees may be justified depending on the individual circumstances of a particular consumer's application. You should shop around and compare loan rates and fees.

This particular loan may have a higher rate and total points and fees than other mortgage loans and is or may be subject to the additional disclosure and substantive protections under Division 1.6 (commencing with Section 4970 of the Financial Code.) You should consider consulting a qualified independent credit counselor or other experienced financial adviser regarding the rate, fees and provisions of the mortgage loan before you proceed. For information on contacting a qualified credit counselor, ask your lender or call the United States Department of Housing and Urban Development's counseling hotline at 1-888-466-3487 or go to [www.hud.gov/office/shsg/sfh/hcc](http://www.hud.gov/office/shsg/sfh/hcc) for a list of counselors.

You are not required to complete any loan agreement merely because you have received these disclosures or have signed a loan application. If you proceed with this mortgage loan, you should also remember that you may face serious financial risks if you use this loan to pay off credit card debts and other debts in connection with this transaction and then subsequently incur significant credit card charges or other debts. If you continue to accumulate debt after this loan is closed and then experience financial difficulties, you could lose your home and any equity you have in it if you do not meet your mortgage loan obligations.

Property taxes and homeowner's insurance are your responsibility. Not all lenders provide escrow services for these payments. You should ask your lender about these services.

Your payments on existing debts contribute to your credit ratings. You should not accept any advice to ignore your regular payments to your existing creditors

**I have read and understood the above notice.**

Name \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# Customer Identification

## U.S. Patriot Act

On October 26, 2003, President Bush signed into law the **USA PATRIOT Act**. This legislation provides a wide range of tools to combat money laundering and the financing of terrorists. In compliance with this new law, REALTY WORLD-Financial Services must now be in full compliance with the identity verification requirements as outlined in the Act.

As a result, effective October 1, 2003 we will begin requiring the identification items prior to processing loans. Valid identification must be from one of the following sources:

**Acceptable Primary Identification** - Generally, acceptable primary identification will consist of un-expired government issued identification with a photograph listed below.

- Valid Permanent Driver's License
- Valid U.S. Passport
- Valid U.S. Military Identification Card
- Valid Resident Alien Card

**Acceptable Alternative Identification** - **TWO** pieces must be presented.

- Valid state identification card **OR**
- Valid Out-of-State Driver's License

**Along with ONE** of the following: Birth Certificate, Current Car Registration, Current Pay Stub, or Utility Bill with Name and Address matching I.D.

**Acceptable Identification for NON-U.S. Persons** – **TWO** pieces must be presented.

- Valid Permanent Resident Card
- Valid Resident Alien Card (not expired)
- Valid U.S. Citizen Identification card
- Valid Employment Authorization Card
- Valid Temporary Resident Card (not expired)
- Valid Non-resident Alien boarder Crossing Care
- Valid Non-U.S. Passport (not expired)
- Valid Non-immigrant Visa and Border Crossing Card

**Along with ONE** of the following: Current Car Registration, Current Pay Stub, or Utility Bill with Name and Address matching I.D.

Applications will not be accepted or processed without having the identification listed above. Any loans currently in process that do not close prior to October 1, 2003 will be subject to the review until the verifications above have been completed.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

Page 1 of 2

# Customer Information

## U.S. Patriot Act

### **Important Information About Procedures**

#### **For Opening A New Mortgage Loan Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a mortgage loan account.

What this means to you: When you open a mortgage loan account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.

The information being requested and observed is for compliance with the requirements of Section 326 of the U.S.A. Patriot Act implementing customer identification and verification requirements. The information in no way will be used in making the credit decision on your completed application.

**Signature** \_\_\_\_\_ **Date provided** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date provided** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date provided** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date provided** \_\_\_\_\_

**Loans will not be processed without having the identification listed above.**

**Save More  
Lending  
Home Loans**

“ Open  
Minds ....  
.... Open  
Doors ”

**Closing  
Guarantee  
Certificate**

Office Phone Number : \_\_\_\_\_  
Fax Phone Number : \_\_\_\_\_

**Buyer / Borrower:** \_\_\_\_\_

Thank you for considering **Real Estate Financial Services** as your Preferred Lender.

**Getting a home loan with Real Estate Financial Services just got more rewarding.** When you purchase or refinance your home we will Guarantee our lender closing costs through the Close of Escrow.

**Save with our Guaranteed Closing Cost promise.** Whether buying or selling, final lender closing costs on home loans with Real Estate Financial Services are Guaranteed not to change from the original up-front closing cost estimate for that approved loan.

**We promise to find you the best possible loan options available to you, at the best possible prices, even if you are less than perfect.** \*\* We promise that we will match any competitors closing cost estimate or give you \$ 500, a benefit that could save you thousands of dollars.

**Benefit from our Same Day Loan Decisions.** With our streamlined approval process, we will provide a loan decision with in 24 hours of your application – often within minutes. If qualified, you'll have your loan decision in hand when you're ready to write a contract.

**Benefit from our Closing Date Guarantee.** We Guarantee that we will have documents ready for signing in escrow on any of our direct lending products, to close your loan on time or we will waive our processing fee. \*\*\*

\_\_\_\_\_  
John W. Hinrichs, President \*\*\*\* Date

\*\* A customer must provide a complete, system-generated Good Faith Estimate, listing a specific lender's name, that is dated the same day as the rate quoted by us. If such Good Faith Estimate indicates a lower interest rate than our rate, inclusive of points and loan fees, for the same loan program that is offered by us, and we have verified the accuracy of the rate and fees listed, then we will have the option of beating that lender's total loan costs by \$ 100 or pay the customer \$ 500 when they close with that lender and provide us a copy of the signed Note and Final HUD-1 Settlement Statement. This guarantee does not apply to bundled service priced loans.

\*\*\* Our closing date Guarantee, does not include delays due to appraisals, escrow, title, or borrower conditions that are not returned to us 10 working days prior to the contract or estimated closing date.

\*\*\*\* This is not a mortgage commitment. This form must have a live signature of review by President to be valid.

Many programs available 1, 2, 3, 5, 7, 10, 15, 20, 30, and 40 year fixed/ARM rate type loans.