

**NOTICE CONCERNING EXTENSIONS OF CREDIT  
DEFINED BY SECTION 50(A)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION:**

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SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

- (A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;
- (B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;
- (C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;
- (D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;
- (E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 3 PERCENT OF THE LOAN AMOUNT;
- (F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;
- (G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;
- (H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;
- (I) THE LOAN MAY NOT BE SECURED BY HOMESTEAD PROPERTY THAT IS DESIGNATED FOR AGRICULTURAL USE AS OF THE DATE OF CLOSING, UNLESS THE AGRICULTURAL HOMESTEAD PROPERTY IS USED PRIMARILY FOR THE PRODUCTION OF MILK;
- (J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;
- (K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;
- (L) THE LOAN MUST BE SCHEDULED TO BE REPAID IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;
- (M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;
- (N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;
- (O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;
- (P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:
  - (1) NOT REQUIRE YOU TO APPLY THE PROCEEDS TO ANOTHER DEBT EXCEPT A DEBT THAT IS SECURED BY YOUR HOME OR OWED TO ANOTHER LENDER;
  - (2) NOT REQUIRE THAT YOU ASSIGN WAGES AS SECURITY;
  - (3) NOT REQUIRE THAT YOU EXECUTE INSTRUMENTS WHICH HAVE BLANKS FOR SUBSTANTIVE TERMS OF AGREEMENT LEFT TO BE FILLED IN;
  - (4) NOT REQUIRE THAT YOU SIGN A CONFESSION OF JUDGMENT OR POWER OF ATTORNEY TO ANOTHER PERSON TO CONFESS JUDGMENT OR APPEAR IN A LEGAL PROCEEDING ON YOUR BEHALF;
  - (5) PROVIDE THAT YOU RECEIVE A COPY OF YOUR FINAL LOAN APPLICATION AND ALL EXECUTED DOCUMENTS YOU SIGN AT CLOSING;

- (6) PROVIDE THAT THE SECURITY INSTRUMENTS CONTAIN A DISCLOSURE THAT THIS LOAN IS A LOAN DEFINED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (7) PROVIDE THAT WHEN THE LOAN IS PAID IN FULL, THE LENDER WILL SIGN AND GIVE YOU A RELEASE OF LIEN OR AN ASSIGNMENT OF THE LIEN, WHICHEVER IS APPROPRIATE;
- (8) PROVIDE THAT YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN WITHOUT PENALTY OR CHARGE;
- (9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSES; AND
- (10) PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION; AND

(R) IF THE LOAN IS A HOME EQUITY LINE OF CREDIT:

- (1) YOU MAY REQUEST ADVANCES, REPAY MONEY, AND REBORROW MONEY UNDER THE LINE OF CREDIT;
- (2) EACH ADVANCE UNDER THIS LINE OF CREDIT MUST BE IN AN AMOUNT OF AT LEAST \$4,000;
- (3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;
- (4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;
- (5) THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE EXTENDED, WHEN ADDED TO ALL OTHER DEBTS SECURED BY YOUR HOME, MAY NOT EXCEED 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LINE OF CREDIT IS ESTABLISHED;
- (6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 50 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 50 PERCENT OF THE FAIR MARKET VALUE; AND
- (7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE.  
 THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THE FOREGOING NOTICE.

\_\_\_\_\_ Date \_\_\_\_\_

Individually

\_\_\_\_\_ Date \_\_\_\_\_

Individually

# Universal Credit Application

## (Consumer Residential Real Estate)

### 1. Type of Application

*(Check only one of the four checkboxes; and sign, if joint credit)*

- Individual Credit.** If checked, this is an *Application for Individual Credit* - relying solely on my income and assets.
- Individual Credit with Another.** If checked, this is an *Application for Individual Credit* - relying on my income and assets and on income and/or assets of another as a basis for loan qualification. *(Complete Applicant and Co-Applicant sections.)*
- Individual Credit (Community Property State).** If checked, this is an *Application for Individual Credit* - relying on my income or assets. The income or assets of my spouse (or other person), who has community property rights pursuant to state law, will not be used as a basis for loan qualification. However, his or her liabilities must be considered because my spouse (or other person) has community property rights pursuant to applicable law, and, as Applicant, I reside in a community property state, the property that will secure the loan is located in a community property state, or I am relying on other property located in a community property state as a basis for repayment of the loan. *(Complete Applicant and Co-Applicant sections.)*
- Joint Credit.** If checked, this is an *Application for Joint Credit*. By signing below, the Applicant and Co-Applicant agree that each of us intend to apply for joint credit. *(Complete Applicant and Co-Applicant sections.)*

\_\_\_\_\_  
Applicant for Joint Credit

\_\_\_\_\_  
Co-Applicant for Joint Credit

### 2. Type of Mortgage and Terms of Credit

<b>Mortgage Applied For</b>			<b>Lender's Case No.</b>
<input type="checkbox"/> Home Purchase or Refinancing <input type="checkbox"/> Home Equity Loan <input type="checkbox"/> Home Equity Line of Credit			
<b>Amount/Credit Limit</b>	<b>Interest Rate</b>	<b>No. of Months</b>	<b>Amortization Type</b>
\$ _____	% _____	_____	<input type="checkbox"/> Fixed <input type="checkbox"/> ARM <input type="checkbox"/> _____

### 3. Property Information and Purpose of Credit

Subject Property Address (street, city, state & ZIP)		No. of Units			
Legal Description of Subject Property (attach description if necessary)		Year Built			
<b>Purpose of Loan</b> <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other: _____ <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent		<b>Property will be:</b> <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment Residence			
<b>Complete this line if construction or construction-permanent loan.</b>					
Year Lot Acquired	Original Cost \$ _____	Amount Existing Liens \$ _____	(a) Present Value of Lot \$ _____	(b) Cost of Improvements \$ _____	Total (a + b) \$ _____
<b>Complete this line if this is a refinance loan.</b>			Describe Improvements		
Year Acquired	Original Cost \$ _____	Amount Existing Liens \$ _____	Purpose of Refinance	<input type="checkbox"/> made <input type="checkbox"/> to be made Cost: \$ _____	
Title will be held in what Name(s)			Manner in which Title will be held	Estate will be held in:	
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)					<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

### Applicant

### 4. Applicant Information

### Co-Applicant

Applicant's Name				Co-Applicant's Name			
Social Security No.	Primary Phone	Date of Birth		Social Security No.	Primary Phone	Date of Birth	
ID Type & No.	Issued By	Issue Date	Exp. Date	ID Type & No.	Issued By	Issue Date	Exp. Date
E-mail Address				E-mail Address			
<input type="checkbox"/> Married (including registered domestic partner or civil union) <input type="checkbox"/> Unmarried (including single, divorced, widowed)		Dependents (not listed by Co-Applicant) No. Ages _____		<input type="checkbox"/> Married (including registered domestic partner or civil union) <input type="checkbox"/> Unmarried (including single, divorced, widowed)		Dependents (not listed by Applicant) No. Ages _____	
Present Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> _____ No. Yrs. _____				Present Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> _____ No. Yrs. _____			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			
Former Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> _____ No. Yrs. _____				Former Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> _____ No. Yrs. _____			
(Complete if less than 2 years ago)				(Complete if less than 2 years ago)			

Applicant		5. Employment Information		Co-Applicant	
Name & Address of Employer <input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer <input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer <input type="checkbox"/> Self Employed	Yrs. on this job
	Yrs. employed in this line of work/profession		Yrs. employed in this line of work/profession		
Position/Title/Type of Business	Business Phone	Position/Title/Type of Business	Business Phone		

**If employed in current position for less than two years or if currently employed in more than one position, complete the following:**

Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)
	Business Phone		Business Phone
Position/Title/Type of Business	Gross Monthly Income \$	Position/Title/Type of Business	Gross Monthly Income \$
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)
	Business Phone		Business Phone
Position/Title/Type of Business	Gross Monthly Income \$	Position/Title/Type of Business	Gross Monthly Income \$

### 6. Monthly Income and Combined Housing Expense Information

Gross Monthly Income	Applicant	Co-Applicant	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$	\$	\$	Rent	\$	
Overtime				First Mortgage (P&I)		\$
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "Describe Other Income," below)				Homeowner Assn. Dues		
				Other		
<b>Total</b>	\$	\$	\$	<b>Total</b>	\$	\$

\* Self Employed Applicant(s) may be required to provide additional documentation such as tax returns and financial statements.

A/C	Describe Other Income	Notice: Alimony, child support, or separate maintenance income need not be revealed if the Applicant (A) or Co-Applicant (C) does not choose to have it considered for repaying this loan.	Monthly Amount
			\$

### 7. Assets and Liabilities

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Applicants if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the *Co-Applicant section* was completed about a non-applicant spouse or other person, this Statement and supporting schedules must also be completed about that spouse or other person.

Completed  Jointly  Not Jointly

**Schedule of Real Estate Owned.** (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale, R if rental for income or O for other) ▼	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

**7. Assets and Liabilities (Continued)**

Assets		Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.			
Description	Cash or Market Value	Liabilities		Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:	\$				
<b>List checking and savings accounts below</b>					
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Stocks & Bonds (Company name/number & description)	\$	Name and address of Company		\$ Payment/ Months	\$
		Acct. no.		<input type="checkbox"/> Revolving	
Life Insurance net cash value Face amount: \$	\$	Name and address of Company		\$ Payment/ Months	\$
<b>Subtotal Liquid Assets</b>	<b>\$</b>				
Real estate owned (enter market value from schedule of real estate owned)	\$	Name and address of Company		\$ Payment/ Months	\$
		Acct. no.		<input type="checkbox"/> Revolving	
Vested interest in retirement fund	\$	Name and address of Company		\$ Payment/ Months	\$
Net worth of business(es) owned (attach financial statement)	\$	Acct. no.		<input type="checkbox"/> Revolving	
Automobiles owned (make and year)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:		\$	
		Job-Related Expense (child care, union dues, etc.)		\$	
Other Assets (itemize)	\$				
		<b>Total Monthly Payments</b>		<b>\$</b>	
Other Assets (from continuation page, if any)	\$	Other Liabilities (from continuation page, if any)			\$
<b>Total Assets (a)</b>	<b>\$</b>	<b>Net Worth (a - b)</b>		<b>\$</b>	<b>Total Liabilities (b)</b>
					<b>\$</b>

**8. Declarations**

	Applicant		Co-Applicant			Applicant		Co-Applicant	
	Yes	No	Yes	No		Yes	No	Yes	No
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

### 8. Declarations (Continued)

	Applicant		Co-Applicant			Applicant		Co-Applicant	
	Yes	No	Yes	No		Yes	No	Yes	No
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	m. Have you had an ownership interest in a property in the last three years? (1) What type of property did you own -- principal residence (PR), second home (SH), or investment property (IP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		(2) How did you hold title to the home -- solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	_____	_____	_____
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n. Are there any other equity loans on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Are you a U.S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
l. Do you intend to occupy the property as your primary residence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

### 9. Continuation and Additional Information

**Instructions.** Use this section if you need more space to complete the Universal Credit Application. Mark "A" for Applicant and "C" for Co-Applicant. Use this space if you answered "Yes" to any of the questions in Section 8.

### 10. Federal Notices

**Important Applicant Information.** 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 applies for a loan or opens an account.

**What this means for you.** When you apply for a loan or open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license and/or other identifying documents. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and Federal law.

**False Statements.** By signing below, I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, *et seq.*

### 11. State Notices

**California Residents.** Each applicant, if married, may apply for a separate account.

**Massachusetts Residents.** Under Massachusetts statute, Mass. Gen. L. ch. 184, Section 17B, you, the Applicant (and Co-Applicant) are entitled to know the following:

1. The responsibility of the attorney for the Mortgagee is to protect the interest of the Mortgagee.

2. Mortgagors may, at their own expense, engage an attorney of their own selection to represent their interests in the transaction.

**For Home Equity Line of Credit.** The current annual percentage rate for finance charges and, if the rate may vary, a statement to that effect and of the circumstances under which the rate may increase and whether there are any limitations on any such increase, as well as the effects of any such increase; the conditions under which a finance charge may be imposed, including the time period within which any credit extended may be repaid without incurring a finance charge; whether any annual fee is charged and the amount of any such fee; and whether any other charges or fees may be assessed, the purposes for which they are assessed, and the amounts of any such charges or fees.

**New York Residents.** A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered, we will tell you the name and address of the consumer reporting agency that provided the report. Subsequent reports may be ordered or utilized in connection with an update, renewal or extension of credit for which you have applied.

**Ohio Residents.** The Ohio laws against discrimination require all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Texas Residents.** The owner of the homestead is not required to apply the proceeds of the extension of credit to repay another debt except debt secured by the homestead or debt to another lender.

**Wisconsin Residents.** Notice to Married Applicants. No provision of any marital property agreement, unilateral statement under Wisc. Statutes §766.59 or a court decree under Wisc. Statutes §766.70 adversely affects the interest of the lender unless the lender, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the lender is incurred.

For married Wisconsin Residents. The credit being applied for, if granted, will be incurred in the interest of my marriage or family. I understand the creditor may be required by law to give notice of this transaction to my spouse.

### 12. Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, *et seq.*; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use;

## 12. Acknowledgment and Agreement (Continued)

(4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

**Acknowledgment.** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

<b>X</b>	<b>X</b>
Applicant's Signature	Co-Applicant's Signature
Date	Date

<b>For Mortgage Loan Originator</b>		
This information was provided: <input type="checkbox"/> In a face-to-face interview <input type="checkbox"/> In a telephone interview <input type="checkbox"/> By the applicant and submitted by fax or mail <input type="checkbox"/> By the applicant and submitted via e-mail or the Internet		
Loan Originator's Signature	Date	Loan Originator's Phone Number
<b>X</b>		
Loan Originator's Name	Loan Originator Identifier	Loan Origination Company's Address
Loan Origination Company's Name	Loan Origination Company Identifier	

<b>Transaction Worksheet - Optional</b>			
a. Purchase price	\$	k. Applicant's closing costs paid by Seller	\$
b. Alterations, improvements, repairs		l. Other Credits (explain)	
c. Land (if acquired separately)			
d. Refinance (include debts to be paid off)		m. Loan amount (exclude PMI, MIP, Funding Fee financed)	
e. Estimated prepaid items			
f. Estimated closing costs		n. PMI, MIP, Funding Fee financed	
g. PMI, MIP, Funding Fee		o. Loan amount (add m & n)	
h. Discount (if Applicant will pay)		p. Cash from/to Applicant (subtract j, k, l & o from i)	
i. <b>Total costs (add items a through h)</b>			
j. Subordinate financing			

<b>For Lender's Use</b>			
<b>Lender's Initial Lien Position</b> <input type="checkbox"/> First Lien <input type="checkbox"/> Second Lien <input type="checkbox"/> Subordinate Lien	<b>First Lien Holder's Name &amp; Address (if any)</b>  Loan No.	<b>Second Lien Holder's Name &amp; Address (if any)</b>  Loan No.	
Date Application Received	Received By	Amount Requested	
<b>Decision</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Decision Date	Decision By	
<b>HMDA Reportable</b> <input type="checkbox"/> Yes	Amount Approved	Initial Advance (if applicable)	Funding Date
<b>Refinancing</b> <input type="checkbox"/> Yes <input type="checkbox"/> Cash Out	<b>Rescindable</b> <input type="checkbox"/> Yes	<b>Early Disclosures Given</b> <input type="checkbox"/> Yes, on	<b>High Cost Mortgage</b> <input type="checkbox"/> Yes <b>High Priced Mortgage</b> <input type="checkbox"/> Yes

## Continuation Sheet For Loan Application

Use this continuation sheet if you need more space to complete the Loan Application. Mark **B** for Borrower or **C** for Co-Borrower.

Borrower:	Agency Case Number:
Co-Borrower:	Lender Case Number:

Additional Assets	Additional Liabilities
<b>List checking and savings accounts below</b> Name and address of Bank, S&L, or Credit Union  <hr/> Acct. no. <span style="float: right;">\$</span> Name and address of Bank, S&L, or Credit Union  <hr/> Acct. no. <span style="float: right;">\$</span> Name and address of Bank, S&L, or Credit Union  <hr/> Acct. no. <span style="float: right;">\$</span> Name and address of Bank, S&L, or Credit Union  <hr/> Acct. no. <span style="float: right;">\$</span> Name and address of Bank, S&L, or Credit Union  <hr/> Acct. no. <span style="float: right;">\$</span> Stocks & Bonds (Company name/number & description)  <hr/> Life Insurance net cash value Face amount: \$ <span style="float: right;">\$</span> <hr/> <b>Subtotal Liquid Assets</b> <span style="float: right;">\$</span> Automobiles owned (make and year) <span style="float: right;">\$</span>  <hr/> Other Assets (itemize) <span style="float: right;">\$</span>  <hr/> <b>Total Additional Assets</b> <span style="float: right;">\$</span>	Name and address of Company  <hr/> Acct. no. Monthly Payment & Months Left to Pay    \$                    / Unpaid Balance                    \$ <hr/> Name and address of Company  <hr/> Acct. no. Monthly Payment & Months Left to Pay    \$                    / Unpaid Balance                    \$ <hr/> Name and address of Company  <hr/> Acct. no. Monthly Payment & Months Left to Pay    \$                    / Unpaid Balance                    \$ <hr/> Name and address of Company  <hr/> Acct. no. Monthly Payment & Months Left to Pay    \$                    / Unpaid Balance                    \$ <hr/> Name and address of Company  <hr/> Acct. no. Monthly Payment & Months Left to Pay    \$                    / Unpaid Balance                    \$ <hr/> Name and address of Company  <hr/> Acct. no. Monthly Payment & Months Left to Pay    \$                    / Unpaid Balance                    \$



**Continuation Sheet For Loan Application**

**Additional Liabilities**

Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$	Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$
Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$	Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$
Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$	Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$
Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$	Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$
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Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$	Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$
Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$	Name and address of Company  Acct. no. Monthly Payment & Months Left to Pay \$ / Unpaid Balance \$
<b>Total Additional Monthly Payments</b> \$	<b>Total Additional Liabilities</b> \$

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:  <b>X</b>	Date	Co-Borrower's Signature:  <b>X</b>	Date
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