



Thank you for your request for an application for a consumer purpose **Home Equity loan** to be secured by your residential property. The following documents are included in your application packet. You will be receiving a Loan Estimate of Closing Costs by email or mail.

| **PACKET DOCUMENTS** |

Please read the documents carefully before signing.

1. **Consumer Loan Application** – You should complete the application thoroughly and accurately. All applicants must sign the application. If more than one person is applying, all applicants should sign in Section 1 regarding intent to be joint applicants.
2. **Notice Concerning Extensions of Credit**- All owners and all owner's spouses should read and sign.
3. **Information for Government Monitoring Purposes** – If the proceeds of this loan will be used for any consumer (non-business purpose), or business purpose in which this loan will be used directly in whole or in part to purchase, make improvements to a dwelling or to pay off (refinance) a dwelling-secured loan, you should read and complete this section if you choose to as directed by the instructions on the form. If the loan purpose will not be for any of the above-listed purposes, do not complete this section.

| **REQUESTED DOCUMENTS** |

Please review the Loan Estimate of Closing Costs. Please bring the following documents when you submit the signed copy of Intent to Proceed document. Do NOT deliver the below documents to your lender until you have received and reviewed your Loan Estimate of Closing Costs and intend to proceed with loan request.

1. **Proof of income** – You should provide your last 2 years complete personal tax return with W-2's for the previous year and your last 2 most recent pay stub showing year-to-date total's. If self-employed please provide your last 2 years complete business tax returns including all schedules (K-1's as applicable).
2. **Copy of Applicant(s) Warranty Deed or Deed of Trust Pertaining to the Subject Property** – The lender uses this copy to determine the exact legal description of your homestead property and the legal name(s) of the owner(s) of the property.
3. **Homeowner's Dwelling Insurance Policy** – You should provide copy of the declarations page from the homeowner's insurance policy covering your owner occupied property. If the loan is approved, you must provide insurance coverage and confirmation that FirstCapital Bank of Texas has been added to the policy as Mortgagee before signing the loan papers.
4. **Mortgage Statement** – You should bring the most current mortgage statement showing the current balance on your mortgage. This is also reviewed for proof of escrow account for homeowner's insurance and property tax account. If there is no mortgage on your home that will be indicated on page 2 of the application, therefore a mortgage statement will not be required.

*Additional items may be required upon receipt and review of any of the above.*

**Loan Amount:** Minimum loan amount is \$ 5,000 for 1<sup>st</sup> lien and \$ 10,000 for 2<sup>nd</sup> lien.  
Maximum loan amount is limited to 80% loan to value (established fair market value x 80%, less any liens)



## **NOTICE CONCERNING EXTENSIONS OF CREDIT**

### **DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION**

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 2 PERCENT OF THE LOAN AMOUNT, EXCEPT FOR A FEE OR CHARGE FOR AN APPRAISAL PERFORMED BY A THIRD PARTY APPRAISER, A PROPERTY SURVEY PERFORMED BY A STATE REGISTERED OR LICENSED SURVEYOR, A STATE BASE PREMIUM FOR A MORTGAGEE POLICY OF TITLE INSURANCE WITH ENDORSEMENTS, OR A TITLE EXAMINATION REPORT;
  - (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) (repealed);
  - (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 REPAYED 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 THE 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 80 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 80 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.

Received by the undersigned on the date indicated:

\_\_\_\_\_ Date \_\_\_\_\_  
 Individually

\_\_\_\_\_ Date \_\_\_\_\_  
 Individually

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# Universal Credit Application

## (Consumer Real Estate)

	Lender Use Only
Lender Case No./HMDA ULI	HMDA Reportable <input type="checkbox"/> Yes <input type="checkbox"/> No
	Census Tract <input type="checkbox"/> Yes <input type="checkbox"/> No

### 1. Type of Application

(Check only one of the four checkboxes; and sign, if joint credit. Use another application if more than two applicants.)

- 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. Terms of Credit Requested

Type of Credit	Amount Requested	Interest Rate Type	Term of Credit (in Months)
<input type="checkbox"/> Loan <input type="checkbox"/> Line of Credit	\$ _____	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/>	

### 3. Property Information and Loan Purpose

Subject Property Address (street, county or parish, city, state & ZIP) \_\_\_\_\_ No. of Units \_\_\_\_\_

Legal Description of Subject Property (attach description if necessary) \_\_\_\_\_ Year Built \_\_\_\_\_

Loan Purpose <input type="checkbox"/> Purchase <input type="checkbox"/> Construction-Initial <input type="checkbox"/> Home Improvement <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent <input type="checkbox"/>	Property will be: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment Residence
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**Complete this line if construction or construction-permanent loan.**

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Complete this line if this is a refinance loan.**

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements
	\$ _____	\$ _____		<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) \_\_\_\_\_

Fee Simple  
 Leasehold (show expiration date)

### 4. Applicant Information

Applicant's Name \_\_\_\_\_ Co-Applicant's Name \_\_\_\_\_

Social Security No.	Primary Phone	<input type="checkbox"/> Cell	Date of Birth	Social Security No.	Primary Phone	<input type="checkbox"/> Cell	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 <input type="checkbox"/> Separated	Dependents (not listed by Co-Applicant)	<input type="checkbox"/> Married <input type="checkbox"/> Separated	Dependents (not listed by Applicant)
<input type="checkbox"/> Unmarried (including single, divorced, widowed)	No. Ages _____	<input type="checkbox"/> Unmarried (including single, divorced, widowed)	No. Ages _____

Present Address  Own  Rent  \_\_\_\_\_ No. Yrs. \_\_\_\_\_

Mailing Address, if different from Present Address \_\_\_\_\_

Former Address  Own  Rent  \_\_\_\_\_ No. Yrs. \_\_\_\_\_



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		
	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			Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:	\$				
<b>List checking and savings accounts below</b>		<b>Liabilities</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>	\$				
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)	\$	Name and address of Company		\$ Payment/ Months	\$
		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>		\$	
Other Assets (from continuation page, if any)	\$	Other Liabilities (from continuation page, if any)			\$
<b>Total Assets (a)</b>	\$	<b>Net Worth (a - b)</b>		\$	<b>Total Liabilities (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 10 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 Information to Applicant(s).** 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; (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





## 12. Acknowledgment and Agreement (Continued)

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.

**Consent.** You authorize us to contact you using any of the telephone numbers listed on this Credit Application or that you subsequently provide us in connection with your credit account - regardless whether the number we use is assigned to a paging service, cellular telephone service, specialized mobile radio service or other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, text and email and through the use of pre-recorded/artificial voice messages or an automated dialing device.

**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.

X \_\_\_\_\_ Date \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_  
 Applicant's Signature Co-Applicant's Signature

## 13. Government Monitoring or Demographic Information

**Lender only:** Indicate whether a separate Regulation B (ECOA) Government Monitoring Information form, or a separate HMDA Demographic Information form are applicable and incorporated by reference. Otherwise, indicate Not Applicable.

- HMDA Demographic Information (if HMDA reportable)
- ECOA Government Monitoring (if not HMDA reportable, but subject to Regulation B's 12 C.F.R. 1002.13 or equivalent)
- Not applicable

### For Mortgage Loan Originator

This information was provided through: <input type="checkbox"/> Mail or Fax <input type="checkbox"/> E-mail or Internet <input type="checkbox"/> Telephone Interview <input type="checkbox"/> Face-To-Face Interview (includes Electronic Media with Video Component)		
Loan Originator's Signature X	Date	Loan Originator's Phone Number (806) 793-4778
Loan Originator's Name	Loan Originator Identifier	Loan Origination Company's Address 6811 Indiana Ave. Lubbock, TX 79413
Loan Origination Company's Name FirstCapital Bank of	Loan Origination Company Identifier 420266	

### Transaction Worksheet - Optional

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	\$	n. PMI, MIP, Funding Fee financed	\$
f. Estimated closing costs	\$	o. Loan amount (add m & n)	\$
g. PMI, MIP, Funding Fee	\$	p. Cash from/to Applicant (subtract j, k, l & o from i)	\$
h. Discount (if Applicant will pay)	\$		
i. Total costs (add items a through h)	\$		
j. Subordinate financing	\$		

### For Lender's Use

Lender's Initial Lien Position <input type="checkbox"/> First Lien <input type="checkbox"/> Second Lien <input type="checkbox"/> Subordinate Lien	First Lien Holder's Name & Address (if any)  Loan No.	Second Lien Holder's Name & Address (if any)  Loan No.	
Date Application Received	Received By	Amount Requested \$	
Decision <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Decision Date	Decision By	
Interest Rate Fixed/Index: % Margin points	Amount Approved \$	Initial Advance (if applicable)	Funding Date
Refinancing <input type="checkbox"/> Yes <input type="checkbox"/> Cash Out	Rescindable <input type="checkbox"/> Yes	Early Disclosures Given <input type="checkbox"/> Yes, on	High Cost Mortgage <input type="checkbox"/> Yes High Priced Mortgage <input type="checkbox"/> Yes



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**Demographic Information Addendum.** This selection asks about your ethnicity, sex, and race.

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**The purpose of collecting this information** is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure law. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you chose to provide it. However, if you chose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

---

**Ethnicity:** *Check one or more*

Hispanic or Latino  
Mexican      Puerto Rican      Cuban  
Other Hispanic or Latino -Print origin:

*For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.*

Not Hispanic or Latino  
I do not wish to provide this information

**Sex**

Female  
Male  
I do not wish to provide this information

**Race:** *Check one or more*

American Indian or Alaska Native - *Print name of enrolled or principal tribe*

Asian

Asian Indian      Chinese      Filipino  
Japanese      Korean      Vietnamese

Other Asian - *Print race:*

*For example: Hmong, Laotian, Thai, Pakistani, Cambodian and so on.*  
Black or African American

Native Hawaiian or Other Pacific Islander

Native Hawaiian      Guamanian or Chamorro      Samoan  
Other Pacific Islander -*Print Race:*

*For example: Fijian, Tongan, and so on.*

White  
I do not wish to provide this information

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**To Be Completed by Financial Institution ( for application taken in person)**

Was the ethnicity of the Borrower collected on the basis of visual observation or surname?	NO	YES
Was the sex of the Borrower collected on the basis of visual observation or surname?	NO	YES
Was the race of the Borrower collected on the basis of visual observation or surname?	NO	YES

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**The Demographic Information was provided through:**

Face-to-Face Interview (includes Electronic Media w/ Video Component)      Telephone Interview      Fax or Mail      Email or Internet

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**Borrower Name:**

Uniform Residential Loan Application  
Freddie Mac Form 65 Fannie Mae Form 1003  
Revised 09/2017

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**Demographic Information Addendum.** This selection asks about your ethnicity, sex, and race.

---

**The purpose of collecting this information** is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure law. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you chose to provide it. However, if you chose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

---

**Ethnicity:** *Check one or more*

Hispanic or Latino  
Mexican      Puerto Rican      Cuban  
Other Hispanic or Latino -Print origin:

*For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.*

Not Hispanic or Latino  
I do not wish to provide this information

**Sex**

Female  
Male  
I do not wish to provide this information

**Race:** *Check one or more*

American Indian or Alaska Native - *Print name of enrolled or principal tribe*

Asian

Asian Indian      Chinese      Filipino  
Japanese      Korean      Vietnamese

Other Asian - *Print race:*

*For example: Hmong, Laotian, Thai, Pakistani, Cambodian and so on.*  
Black or African American

Native Hawaiian or Other Pacific Islander

Native Hawaiian      Guamanian or Chamorro      Samoan  
Other Pacific Islander -*Print Race:*

*For example: Fijian, Tongan, and so on.*

White  
I do not wish to provide this information

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**To Be Completed by Financial Institution ( for application taken in person)**

Was the ethnicity of the Borrower collected on the basis of visual observation or surname?	NO	YES
Was the sex of the Borrower collected on the basis of visual observation or surname?	NO	YES
Was the race of the Borrower collected on the basis of visual observation or surname?	NO	YES

---

**The Demographic Information was provided through:**

Face-to-Face Interview (includes Electronic Media w/ Video Component)      Telephone Interview      Fax or Mail      Email or Internet

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**Borrower Name:**

Uniform Residential Loan Application  
Freddie Mac Form 65 Fannie Mae Form 1003  
Revised 09/2017