

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

## I. TYPE OF MORTGAGE AND TERMS OF LOAN

<b>Mortgage Applied for:</b> <input type="checkbox"/> V.A. <input type="checkbox"/> Conventional <input type="checkbox"/> Other: <input type="checkbox"/> FHA <input type="checkbox"/> FmHA	Agency Case Number	Lender Case Number
Amount \$	Interest Rate %	No. of Months
<b>Amortization Type:</b> <input type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):		

## II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, ZIP)	No. of Units
Legal Description of Subject Property (attach description if necessary)	Year Built

Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	Property will be: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
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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) \$
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**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 \$
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Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in: <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
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Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)	
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### Borrower

### III. BORROWER INFORMATION

### Co-Borrower

Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
Social Security Number	Home Phone (incl. area code)	Age	Yrs. School	Social Security Number	Home Phone (incl. area code)	Age	Yrs. School
<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated		Dependents (not listed by Co-Borrower) no. ages		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated		Dependents (not listed by Borrower) no. ages	
Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.				Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.			

**If residing at present address for less than two years, complete the following:**

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.

### Borrower

### IV. EMPLOYMENT INFORMATION

### Co-Borrower

Name and Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Yrs. employed in this line of work/profession	Name and Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)				

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

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



**VI. ASSETS AND LIABILITIES (cont.)**

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

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	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

**VII. DETAILS OF TRANSACTION**

**VIII. DECLARATIONS**

a. Purchase price	\$	<p><b>If you answer "yes" to any questions a through i, please use continuation sheet for explanation.</b></p> <p>a. Are there any outstanding judgments against you? <input type="checkbox"/></p> <p>b. Have you been declared bankrupt within the past 7 years? <input type="checkbox"/></p> <p>c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years? <input type="checkbox"/></p> <p>d. Are you a party to a lawsuit? <input type="checkbox"/></p> <p>e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.) <input type="checkbox"/></p> <p>f. Are you presently delinquent or in default on any Federal debt mortgage, financial obligation bond, or loan guarantee? if "Yes," give details as described in the preceding question. <input type="checkbox"/></p> <p>g. Are you obligated to pay alimony, child support, or separate maintenance? <input type="checkbox"/></p> <p>h. Is any part of the down payment borrowed? <input type="checkbox"/></p> <p>i. Are you a co-maker or endorser on a note? <input type="checkbox"/></p> <p>j. Are you a U. S. citizen? <input type="checkbox"/></p> <p>k. Are you a permanent resident alien? <input type="checkbox"/></p> <p>l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below. <input type="checkbox"/></p> <p>m. Have you had an ownership interest in a property in the last three years? <input type="checkbox"/></p> <p>(1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)? _____</p> <p>(2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? _____</p>	<b>Borrower</b>		<b>Co-Borrower</b>	
b. Alterations, improvements, repairs			<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
c. Land (if acquired separately)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Refinance (incl. debts to be paid off)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Estimated prepaid items			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Estimated closing costs			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. PMI, MIP, Funding Fee			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Discount (if Borrower will pay)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>i. Total costs (add items a through h)</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Subordinate financing			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Borrower's closing costs paid by Seller			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Other Credits(explain)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. PMI, MIP, Funding Fee financed			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Loan amount (add m & n)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Cash from/to Borrower (subtract j, k, l & o from i)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IX. ACKNOWLEDGMENT AND AGREEMENT**

The undersigned specifically acknowledge(s) and agree(s) that: (1) the loan requested by this application will be secured by a first mortgage or deed of trust on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the loan indicated herein; (4) occupation of the property will be as indicated above; (5) verification or reverification of any information contained in the application may be made at any time by the Lender, its agents, successors and assigns, either directly or through a credit reporting agency, from any source named in this application, and the original copy of this application will be retained by the Lender, even if the loan is not approved; (6) the Lender, its agents, successors and assigns will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to closing; (7) in the event my/our payments on the loan indicated in this application become delinquent, the Lender, its agents, successors and assigns, may, in addition to all their other rights and remedies, report my/our name(s) and account information to a credit reporting agency; (8) ownership of the loan may be transferred to successor or assign of the Lender without notice to me and/or the administration of the loan account may be transferred to an agent, successor or assign of the Lender with prior notice to me; (9) the Lender, its agents, successors and assigns make no representations or warranties, express or implied, to the Borrower(s) regarding the property, the condition of the property, or the value of the property.

**Certification:** I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this application.

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

**X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this Lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please check the box below. (Lender must review the above material to assure that the disclosure satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

**BORROWER**

I do not wish to furnish this information

**Race/National Origin:**  American Indian or Alaskan Native  Asian or Pacific Islander  Black,not of Hispanic origin  Hispanic  White,not of Hispanic origin  Other (specify) \_\_\_\_\_

**Sex:**  Female  Male

**CO-BORROWER**

I do not wish to furnish this information

**Race/National Origin:**  American Indian or Alaskan Native  Asian or Pacific Islander  Black,not of Hispanic origin  Hispanic  White,not of Hispanic origin  Other (specify) \_\_\_\_\_

**Sex:**  Female  Male

<b>To be Completed by Interviewer</b> This application was taken by: <input type="checkbox"/> face-to-face interview <input type="checkbox"/> by mail <input type="checkbox"/> by telephone	Interviewer's Name (print or type)	Name and Address Interviewer's Employer  The Private Capital Group 3060 Peachtree Raod, NW, Suite 180 Atlanta, GA 30305 (P) 404-240-4067 (F) 404-240-4073	
	Interviewer's Signature		Date
	Interviewer's Phone Number (incl. area code)		



# Borrower Signature Authorization

**Privacy Act Notice:** This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

## Part I - General Information

1. Borrower(s)		2. Name and address of Lender/Broker The Private Capital Group 3060 Peachtree Road, NW, Suite 180 Atlanta, GA 30305 TEL: 404-240-4067 FAX: 404-240-4073	
3. Date	4. Loan Number		

## Part II - Borrower Authorization

I hereby authorize the Lender/Broker to verify my past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender/Broker to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

## EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO:

PROPERTY ADDRESS:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided 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

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

**THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977  
FAIR LENDING NOTICE**

DATE:

APPLICATION NO:

PROPERTY ADDRESS:

It is illegal to discriminate in the provisions 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 a one-to-four unit family residence 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 the agency noted below :

I/we received a copy of this notice.

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 7-1-1014  
AND  
RULE 80-11-1 -.0 1 of the GEORGIA DEPARTMENT OF BANKING AND FINANCE  
DISCLOSURE REQUIREMENTS**

Broker or Lender Name: \_\_\_\_\_

Property Address : \_\_\_\_\_ File No.: \_\_\_\_\_  
\_\_\_\_\_

**O.C.G.A Section 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.**

Additionally, prior to accepting an application fee, credit report fee, appraisal fee, or any other lender, broker, or third party fee from an applicant for a residential mortgage loan, every licensee or registrant is required to disclose to the applicant; 1) the amount or good faith estimate of the fees; 2) whether all or any part of the fees are refundable prior to settlement, and the conditions under which a refund may be possible, if any; 3) the specific services that will be provided or performed for the application fee; and 4) that acceptance of such fees does not guarantee approval of the loan application or guarantee acceptance into a particular loan program.

The amount of the application fee, if any, and a good faith estimate of the credit report fee, appraisal fee, and all other lender, broker, and third party fees are being provided to you on the Real Estate Settlement Procedures Act (RESPA) "Good Faith Estimate" The application fee, if any, is payable in advance and is not refundable under any circumstances. The credit report and appraisal services are performed by outside providers. Fees for these services are payable in advance and are refundable if the transaction is cancelled prior to the service(s) being performed. Once the service(s) have been performed, no refund is available. All other fees are payable at closing and are not refundable. Notwithstanding the above, for loans subject to a RESPA. Right of Rescission, all fees and charges may be refundable if you exercise your Right of Rescission within the rescission period. Acceptance of the fees payable in advance does not guarantee approval of your loan application or guarantee acceptance into any particular loan program.

The specific services which will be provided or performed for the application fee are as follows:

Credit Report: \$ \_\_\_\_\_ Appraisal : \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you received this disclosure in response to mail or telephone application, it is very important that you acknowledge the receipt of this disclosure and return it with the application. Your application cannot be further processed unless this disclosure is acknowledged and returned.

I/we acknowledge the receipt of this Official Code Of Georgia Annotated Disclosure Requirements this \_\_\_\_\_ day of \_\_\_\_\_.

X  \_\_\_\_\_  X  \_\_\_\_\_  
Borrower Date Co-Borrower Date

# MORTGAGE LOAN ORIGINATION AGREEMENT

(Warning to Broker: The content of this form may vary depending upon the state in which it is used.)

You agree to enter into this Mortgage Loan Origination Agreement with The Private Capital Group as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with

The Private Capital Group on  
We are licensed as a "Mortgage Broker" under

## SECTION 1. NATURE OF RELATIONSHIP.

In connection with this mortgage loan:

- \* We are acting as an independent contractor and not as your agent.
- \* We will enter into separate independent contractor agreements with various lenders.
- \* While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

## SECTION 2. OUR COMPENSATION.

The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate.

- \* The retail price we offer you - your interest rate, total points and fees - will include our compensation.
- \* In some cases, we may be paid all of our compensation by either you or the lender.
- \* Alternatively, we may be paid a portion of our compensation by both you and the lender. 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 our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender.

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

By signing below, the mortgage loan originator and mortgage loan applicant(s) acknowledge receipt of a copy of this signed Agreement.

MORTGAGE LOAN ORIGINATOR		APPLICANT(S)	
<u>The Private Capital Group</u> Company Name		Applicant Name(s)	
<u>3060 Peachtree Road, NW, Suite 180</u> Address		Address	
<u>Atlanta, GA 30305</u> City, State, Zip		City, State, Zip	
<u>404-240-4067 / 404-240-4073</u> Phone/Fax		Borrower Signature	Date
_____ Broker or Authorized Agent Signature	_____ Date	_____ Co-Borrower Signature	_____ Date

**NOTICE TO APPLICANT OF RIGHT  
TO RECEIVE COPY OF APPRAISAL REPORT**

APPLICATION NO:

PROPERTY ADDRESS:

You have the right to receive a copy of the appraisal report to be obtained in connection with the loan for which you are applying, provided that you have paid for the appraisal. We must receive your written request no later than \_\_\_\_\_ days after we notify you about the action taken on your application or you withdraw your application. If you would like a copy of the appraisal report, contact :

The Private Capital Group  
3060 Peachtree Road, NW, Suite 180  
Atlanta, GA 30305

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

# SERVICING DISCLOSURE STATEMENT

Lender: The Private Capital Group  
3060 Peachtree Raod, NW, Suite 180  
Atlanta, GA 30305

Date:

**NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.**

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

## **Transfer practices and requirements**

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

## **Complaint Resolution**

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, then your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

## **Damages and Costs**

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

**Servicing Transfer Estimates**

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:

A.  We may assign, sell or transfer the servicing of your loan while the loan is outstanding.

We are able to service your loan, and we

- will service your loan.
- will not service your loan.
- haven't decided whether to service your loan.

B.  We do not service mortgage loans  and we have not serviced mortgage loans in the past three years.

We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

2. For all mortgage loans that we make in the 12 month period after your mortgage loan is funded, we estimate that the percentage of such loans for which we will transfer servicing is between:

\_\_\_\_\_ 0 to 25%      \_\_\_\_\_ 26 to 50%      \_\_\_\_\_ 51 to 75%      \_\_\_\_\_ 76 to 100%

This estimate  does  does not include assignments, sales or transfers to affiliates or subsidiaries.

This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. A.  We have previously assigned, sold, or transferred the servicing of mortgage loans.

B.  This is our record of transferring the servicing of mortgage loans we have made in:

Year	Percentage of Loans Transferred
	%
	%
	%

This information  does  does not include assignments, sales or transfers to affiliates or subsidiaries.

**Acknowledgment of Mortgage Loan Applicant(s)**

I/We have read and understood the disclosure; and understand that the disclosure is a required part of the mortgage application as evidenced by my/our signature(s) below;

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date