

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

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

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in: <input checked="" 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

	Borrower	Co-Borrower				
			Yes	No	Yes	No
a. Purchase price						
b. Alterations, improvements, repairs						
c. Land (if acquired separately)						
d. Refinance (incl. debts to be paid off)						
e. Estimated prepaid items						
f. Estimated closing costs						
g. PMI, MIP, Funding Fee						
h. Discount (if Borrower will pay)						
i. Total costs (add items a through h)						
j. Subordinate financing						
k. Borrower's closing costs paid by Seller						
l. Other Credits(explain)						
m. Loan amount (exclude PMI, MIP, Funding Fee financed)						
n. PMI, MIP, Funding Fee financed						
o. Loan amount (add m & n)						
p. Cash from/to Borrower (subtract j, k, l & o from i)						

If you answer "yes" to any questions a through i, please use continuation sheet for explanation.

a. Are there any outstanding judgments against you? Yes No

b. Have you been declared bankrupt within the past 7 years? Yes No

c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years? Yes No

d. Are you a party to a lawsuit? Yes No

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.) Yes No

f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation bond, or loan guarantee? If "Yes," give details as described in the preceding question. Yes No

g. Are you obligated to pay alimony, child support, or separate maintenance? Yes No

h. Is any part of the down payment borrowed? Yes No

i. Are you a co-maker or endorser on a note? Yes No

j. Are you a U. S. citizen? Yes No

k. Are you a permanent resident alien? Yes No

l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below. Yes No

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)? _____
 (2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? _____

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 misrepresentaion which I/we have made on this application.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

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	CO-BORROWER
<input type="checkbox"/> I do not wish to furnish this information	<input type="checkbox"/> I do not wish to furnish this information
Race/National Origin:	Race/National Origin:
<input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander	<input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander
<input type="checkbox"/> Black,not of Hispanic origin <input type="checkbox"/> Hispanic <input type="checkbox"/> White,not of Hispanic origin	<input type="checkbox"/> Black,not of Hispanic origin <input type="checkbox"/> Hispanic <input type="checkbox"/> White,not of Hispanic origin
<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Other (specify) _____
Sex:	Sex:
<input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> Female <input type="checkbox"/> Male
To be Completed by Interviewer	Name and Address Interviewer's Employer
This application was taken by:	Southern California Funding Corp.
<input type="checkbox"/> face-to-face interview	24012 Calle de la Plata, Suite 370
<input type="checkbox"/> by mail	Laguna Hills , CA 92653
<input type="checkbox"/> by telephone	(P) 949-583-7388
Interviewer's Name (print or type)	(F) 949-583-1688
Interviewer's Signature	
Interviewer's Phone Number (incl. area code)	

Continuation Sheet/Residential Loan Application

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

Borrower:

Agency Case Number:

Co-Borrower:

Lender Case Number:

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:

Date

Co-Borrower's Signature:

Date

X

X

GOOD FAITH ESTIMATE

Applicants:
 Property Addr:
 Prepared By: Southern California Funding Corp. Ph. 949-583-7388
 24012 Calle de la Plata, Suite 370, Laguna Hills, CA 92653

Application No:
 Date Prepared:
 Loan Program:

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates-actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual cost for items paid at settlement.

Total Loan Amount \$	Interest Rate:	%	Term:	mths	MIP/FF Financed \$
800 ITEMS PAYABLE IN CONNECTION WITH LOAN:					
801	Loan Origination Fee				\$ PFC
802	Loan Discount				
803	Appraisal Fee				
804	Credit Report				
805	Lender's Inspection Fee				
808	Mortgage Broker Fee				
809	Tax Related Service Fee				
810	Processing Fee				
811	Underwriting Fee				
812	Wire Transfer Fee				

900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:					
901	Interest for	days @ \$		per day	\$
902	Mortgage Insurance Premium				
903	Hazard Insurance Premium				
904					
905	VA Funding Fee				

1000 RESERVES DEPOSITED WITH LENDER:					
1001	Hazard Insurance Premiums	months @ \$		per month	\$
1002	Mortgage Ins. Premium Reserves	months @ \$		per month	
1003	School Tax	months @ \$		per month	
1004	Taxes and Assessment Reserves	months @ \$		per month	
1005	Flood Insurance Reserves	months @ \$		per month	
		months @ \$		per month	
		months @ \$		per month	

1100 TITLE CHARGES:					
1101	Closing or Escrow Fee:				\$
1105	Document Preparation Fee				
1106	Notary Fees				
1107	Attorney Fees				
1108	Title Insurance:				

1200 GOVERNMENT RECORDING & TRANSFER CHARGES:					
1201	Recording Fees:				\$
1202	City/County Tax/Stamps:				
1203	State Tax/Stamps:				

1300 ADDITIONAL SETTLEMENT CHARGES:					
1302	Pest Inspection				\$

TOTAL ESTIMATED SETTLEMENT CHARGES

COMPENSATION TO BROKER (Not Paid Out of Loan Proceeds):					
					\$

TOTAL ESTIMATED FUNDS NEEDED TO CLOSE:			TOTAL ESTIMATED MONTHLY PAYMENT:		
Purchase Price/Payoff	\$		Principal & Interest		\$
Loan Amount		0.00	Other Financing (P & I)		
Est. Closing Costs			Hazard Insurance		
Est. Prepaid Items/Reserv			Real Estate Taxes		
Amount Paid by Seller			Mortgage Insurance		
			Homeowner Assn. Dues		
			Other		
Total Est. Funds needed to close		0.00	Total Monthly Payment		

This Good Faith Estimate is being provided by _____, a mortgage broker, and no lender has been obtained. A lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. **These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender.** The undersigned acknowledges receipt of the booklet "Settlement Costs," and if applicable the Consumer Handbook on ARM Mortgages.

Applicant _____ Date _____ Applicant _____ Date _____

MORTGAGE LOAN ORIGATION 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 Southern California Funding Corp. _____ 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

Southern California Funding Corp. _____ 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, applicant(s) acknowledge receipt of a copy of this signed Agreement

MORTGAGE LOAN ORIGINATOR APPLICANT(S)

Name _____

Name _____

Address _____

Address _____

Date _____

Date _____

Signature _____

Signature _____

Borrowers' Certification and Authorization

CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a mortgage loan from Southern California Funding Corp.. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that Southern California Funding Corp. reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Southern California Funding Corp.. As part of the application process, Southern California Funding Corp. may sell my mortgage, any and all information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Southern California Funding Corp. and to any investor to whom Southern California Funding Corp. may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. Southern California Funding Corp. or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower Signature _____

Co-Borrower Signature _____

SSN: _____ Date: _____

SSN: _____ Date: _____

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 Southern California Funding Corp. 24012 Calle de la Plata, Suite 370 Laguna Hills, CA 92653 TEL: 949-583-7388 FAX: 949-583-1688	
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

GIFT LETTER

I, _____ DO HEREBY CERTIFY THE
DONOR
FOLLOWING:

1. HAVE MADE A GIFT OF \$ _____ TO

RECIPIENT

RELATIONSHIP

2. THIS GIFT IS TO BE APPLIED TOWARD THE PURCHASE
OF THE PROPERTY LOCATED AT:

PROPERTY ADDRESS

3. NO REPAYMENT OF THE GIFT IS EXPECTED OR IMPLIED
EITHER IN THE FORM OF CASH OR BY FUTURE SERVICES
OF THE RECIPIENT.

4. THE SOURCE OF THIS GIFT IS: _____

SIGNATURE OF DONOR

PRINT OR TYPE NAME OF DONOR

ADDRESS OF DONOR

() _____
PHONE NUMBER OF DONOR

ATTACHMENTS: 1. EVIDENCE OF DONOR'S ABILITY TO PROVIDE FUNDS.
2. EVIDENCE OF RECEIPT OF TRANSFER OF FUNDS.

EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO:

Date: 03/02/2000

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 administers compliance with this law concerning this company is the Federal Trade Commission, Pennsylvania and 6th Street N.W., Washington, DC 20580

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

APPLICATION NO:

Date: 03/02/2000

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.

(Applicant) (Date)

(Applicant) (Date)

Important Notice to Homebuyers

U.S. Department of Housing and Urban Development
Office of Housing Federal Housing Commissioner

You must read this entire document at the time you apply for the loan.

Return one copy to lender as proof of notification and keep one copy for your records.

Condition of Property

The property you are buying is not HUD/FHA approved and HUD/FHA does not warrant the condition or the value of the property. An appraisal will be performed to estimate the value of the property, but this appraisal does not guarantee that the house is free of defects. You should inspect the property yourself very carefully or hire a professional inspection service to inspect the property for you. If you have a professional home inspection service perform an inspection of the property, you may include some of the cost of the inspection in your mortgage.

Interest Rate and Discount Points.

- HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the lender you have chosen.
- The interest rate, any discount points and the length of time the lender will honor the loan terms are all negotiated between you and the lender.
- The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.
- Lenders may agree to guarantee or "lock-in" the loan terms for a definite period of time (i.e., 15, 30, 60 days, etc.) or may permit your loan to be determined by future market conditions, also

known as "floating". Lenders may require a fee to lock in the interest rate or the terms of the loan, but must provide a written agreement covering a minimum of 15 days before the anticipated closing. Your agreement with the lender will determine the degree, if any, that the interest rate and discount points may rise before closing.

- If the lender determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

Don't Commit Loan Fraud

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

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

- Do not apply for a loan by assuming the identity of another person.
- Do not sign documents in "blank".

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

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

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

Discrimination

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

About Prepayment

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

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment, the prepayment must be received on the installment due date (the first day of

the month) if the lender stated this policy in its response to a request for a payoff figures.

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

Note: If you are a first-time homebuyer and you received approved homeownership counseling, you may be entitled to a reduced upfront mortgage insurance premium. Ask your lender for details.

Who May be Eligible for a Refund?

Premium Refund: You may be eligible for a refund of a portion of the insurance premium if you paid an upfront mortgage insurance premium at settlement.

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

Exceptions:

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

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

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

How are Refunds Determined?

The FHA Commissioner determines how much of the upfront premium is refunded when loans are terminated. Refunds are based on the number of months the loan is insured. After 84 months (7 years) no refund is due the homeowner.

How are Refunds Processed?

1. Mortgage company notifies HUD of insurance termination.
2. If you are eligible for a refund, HUD will either request Treasury to issue you a check directly or will send you an Application for Premium Refund (form HUD-27050-B).

3. Read the application carefully, sign, have it notarized, and attach proof of ownership at insurance termination.
4. Return application to the address shown on the HUD-27050-B.
5. HUD will request Treasury to issue a check if no additional information is needed.

How to Follow-Up

If you do not receive an application within 45 days after you have paid off your loan, check with your mortgage company to confirm that they have sent HUD a request for termination. If they confirm that the correct termination information was sent, contact HUD.

If you do not receive a refund or any other documentation from HUD within 60 days from the date you mailed your application, contact HUD immediately.

How to Contact HUD

By phone:
800 697-6967
8:30 AM to 8:30 PM (EST)
Monday through Friday

By Mail:
U.S. Department of Housing & Urban Development
PO Box 23699
Washington, DC 20410-3699

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

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

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

Acknowledgment: I acknowledge that I have read and received a copy of this notice at the time of loan application. This notice does not constitute a contract or binding agreement. It is designed to provide current HUD/FHA policy regarding refunds.

Signature & Date

X

Signature & Date

Signature & Date

X

Signature & Date

NOTICE TO HOMEOWNER

Property Address : _____

File No.: _____

Assumption of HUD/FHA-Insured Mortgages Release of Personal Liability

You are legally obligated to make the monthly payments required by your mortgage (deed of trust) and promissory note.

The Department of Housing and Urban Development (HUD) has acted to keep investors and noncreditworthy purchasers from acquiring one- to four-family residential properties covered by certain FHA-insured mortgages. There are minor exceptions to the restriction on investors: loans to public agencies and some nonprofit organizations, Indian tribes or servicepersons; and loans under special mortgage insurance programs for property sold by HUD, rehabilitation loans or refinancing of insured mortgages. Your lender can advise you if you are included in one of these exceptions.

HUD will therefore direct the lender to accelerate this FHA-insured mortgage loan if all or part of the property is sold or transferred to a purchaser or recipient (1) who will not occupy the property as his or her principal residence, or (2) who does occupy the property but whose credit has not been approved in accordance with HUD requirements. This policy will apply except for certain sales or transfers where acceleration is prohibited by law.

When a loan is accelerated, the entire balance is declared "immediately due and payable." Since HUD will not approve the sale of the property covered by this mortgage to an investor or to a person whose credit has not been approved, you, the original homeowner, would remain liable for the mortgage debt even though the title to the property might have been transferred to the new buyer.

Even if you sell your home by letting an approved purchaser (that is, a creditworthy owner-occupant) assume your mortgage, you are still liable for the mortgage debt unless you obtain a release from liability from your mortgage lender. FHA-approved lenders have been instructed by HUD to prepare such a release when an original homeowner sells his or her property to a creditworthy purchaser who executes an agreement to assume and pay the mortgage debt and thereby agrees to become the substitute mortgagor. The release is contained in Form HUD-92210-1, ("Approval of Purchaser and Release of Seller"). You should ask for it if the mortgage lender does not provide it to you automatically when you sell your home to a creditworthy owner-occupant purchaser who executes an agreement to assume personal liability for the debt. When this form is executed, you are no longer liable for the mortgage debt.

You must sign and date this notice as indicated, return one copy to your lender as proof of notification and keep one copy for your records.

Applicant

Date

Applicant

Date

* Instruction to lender : A copy of this notice must be given to the mortgagor(s) on or before the date of settlement. You should retain assigned copy in the origination file.

INFORMED CONSUMER CHOICE DISCLOSURE NOTICE

Borrower(s): _____

Property Addr: _____

Loan Number: _____

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

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

1	Sales Price	0.00	
2	Mortgage Amount (with Upfront Mortgage Insurance Premium)	0.00	
3	Closing Costs		
4	Downpayment Needed		
5	Interest Rate and Term of Loan in Years		
6	Monthly Payment (principal and interest only)		
7	Loan-to-Value		
8	Monthly Mortgage Insurance Premium (first year)		
9	Maximum # of Years of Monthly Insurance Premium Payments		
10	Upfront Mortgage Insurance Premium (if applicable)		

FHA Mortgage Insurance Premium Information

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

<p>If the term of your mortgage will be greater than 15 years and with a loan-to-value ratio:</p>	<p>You will make mortgage insurance premium payments for:</p>
<p>If the term of your mortgage will be 15 years or less and with a loan-to-value ratio:</p>	<p>You will make mortgage insurance premium payments for:</p>

I/We have received a copy of this disclosure.

Borrower

Date

Borrower

Date

For Your Protection: Get a Home Inspection

Property Address _____

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

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

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

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

Appraisals and Home Inspections are Different

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

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

Appraisals are not home inspections.

Why a Buyer Needs a Home Inspection

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

- * evaluate the physical condition: structure, construction, and mechanical systems
- * identify items that need to be repaired or replaced
- * estimate the remaining useful life of the major systems, equipment, structure, and finishes

What Goes into a Home Inspection

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

Be an Informed Buyer

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

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

X _____
Signature & Date

X _____
Signature & Date