

FHA DISCLOSURES AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION

Buyer(s) _____

Date of Agreement: _____

Seller(s) _____

File No.: _____

Property Address : _____

FHA AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Borrower Date

Borrower Date

Seller Date

Seller Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

REAL ESTATE CERTIFICATION

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

Borrower Date

Borrower Date

Seller Date

Seller Date

Listing Agent (as applicable) Date

Selling Agent (as applicable) Date

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

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.

		FHA	Conventional Financing 97% w/Mtg Insurance
1	Sales Price	100,000	100,000
2	Mortgage Amount (with Up-front Mortgage Insurance Premium)	97000 98455	95000
3	Closing Costs	3000	3000
4	Down Payment Needed	3000	5000
5	Interest Rate and Term of Loan in Years	7.00 % / 30 yrs	7.00 % / 30 yrs
6	Monthly Payment (principal and interest only)	660.00	645.00
7	Loan-to-Value	97 %	97.00 %
8	Monthly Mortgage Insurance Premium (first year) *	40.42	76.63
9	Maximum # of Years of Monthly Insurance Premium Payments	14 yrs	13 yrs
10	Up-front Mortgage Insurance Premium (if applicable) ** (Included in Mortgage Amount, line 2)	1,466	

* Monthly mortgage insurance premiums are calculated on the average annual principal balance, i.e., as the amount you owe on the loan decreases each year, so does the amount of the monthly premium.

** Based on an up-front mortgage insurance premium rate of 1.5 %.

FHA Mortgage Insurance Premium Information:

If you paid an up-front mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan-to-value ratio of your mortgage reaches 78 percent of the *initial* sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent level through normal amortization.

If you have a 15-year mortgage and make a downpayment in excess of 10 percent, you will not have to make monthly mortgage insurance premiums. You will also reach the 78 percent loan-to-value threshold earlier than on longer term mortgages and may not have to pay monthly mortgage insurance premiums for the full five years.

You are required to make these payments on your FHA-insured loan unless you refinance or the mortgage is otherwise paid in full.

If you were *not* charged an up-front premium, as for example on condominiums, you will pay the monthly premium for the life of the mortgage.

I/We have received a copy of this disclosure.

Borrower

Date

Borrower

Date

HUD APPRAISED VALUE DISCLOSURE

Borrower(s):

Lender:

Property Address:

Loan Number:

I (We) understand that my (our) application for a FHA-insured mortgage is being requested under the Direct Endorsement (DE) program. The Lender has advised me (us) that the appraiser has assigned a value of \$ _____ to the property being purchased. I am (We are) aware that the final determination of value for mortgage insurance purposes will be made by the DE underwriter after he/she reviews the report. It is understood that I (we) may elect to cancel the application or renegotiate with the seller if the DE Underwriter reduces the value below the amount set forth in the sales contract or requires additional repairs for which the seller will not be responsible.

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

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.

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 an incomplete or blank document; that is, one missing the name and address of the recipient and/or other important identifying information.**

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 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 figure.

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.

**FHA Mortgage Insurance Information
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 a 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 a FHA insured loan is refinanced, the refund from the old premium may be applied toward the upfront premium required for the new loan.

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 60 months (5 years) no refund is due the homeowner.

How are Refunds Processed?

1. Refunds of unearned upfront mortgage insurance premiums are refunded upon the receipt of the termination notice initiated by the lender. Once HUD receives and processes the termination, the refund process is initiated.
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 20026-3699

Monthly Insurance Premiums

If you paid an upfront mortgage premium, you will also be charged a monthly mortgage insurance premium until the loan to value of your mortgage reaches 78 percent of the *initial* sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach the 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent loan-to-value threshold. 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.

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**.

SI USTED HABLA ESPANOL Y TIENE DIFICULTAD LEYENDO O HABLANDO INGLES, POR FAVOR LLAME A ESTE NUMERO TELEFONICO 800 697-6967

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

Signature & Date

X _____

X _____

Signature & Date

Signature & Date

X _____

X _____

HUD/VA Addendum to Uniform Residential Loan Application

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

Part I - Identifying Information (mark the type of application)		2. Agency Case No: (include any suffix)	3. Lender's Case Number:	4. Section of the Act: (for HUD case)
1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act				
5. Borrower's Name & Present Address (include zip code)		7. Loan Amount (include the UFMP if for HUD or Funding Fee if for V.A.) \$	8. Interest Rate: %	9. Proposed Maturity: yrs. mos.
6. Property Address (including name of subdivision, lot & block no. & zip code):		10. Discount Amt.: (only if borrower is permitted to pay) \$	11. Amount of Up Front Premium: \$	12a. Amount of Monthly Premium: \$ /mo.
		13. Lender's I.D. Code:	14. Sponsor/Agent I.D. Code:	
15. Lender's Name & Address (include zip code) <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p style="text-align: center;">Type or Print all entries clearly</p>		16. Name & Address of Sponsor/Agent:		
		17. Lender's Telephone Number:		

V.A.: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

18. First Time Homebuyer ? a. <input type="checkbox"/> Yes b. <input type="checkbox"/> No	19. V.A. Only: Title will be Vested in: <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other (Specify):	20. Purpose of Loan (blocks 9 - 12 are for V.A. loans only) 1) <input type="checkbox"/> Purchase Existing Home Previously Occupied 2) <input type="checkbox"/> Finance Improvements to Existing Property 3) <input type="checkbox"/> Refinance (Refi.) 4) <input type="checkbox"/> Purchase New Condo. Unit 5) <input type="checkbox"/> Purchase Existing Condo. Unit 6) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied 7) <input type="checkbox"/> Construct Home (proceeds to be paid out during construction) 8) <input type="checkbox"/> Finance Co-op Purchase 9) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home 10) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home & Lot 11) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home to Buy Lot 12) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home/Lot Loan
---	---	---

Part II - Lender's Certification

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

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

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

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

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

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

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

- I. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions with which they are identified
- J. The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.

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

X

Part III - Notices to Borrowers Public Reporting Burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB Control Number.

Privacy Act Information The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN. HUD and/or V.A. may conduct a computer match to verify the information you provide. HUD and/or V.A. may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or V.A., except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside V.A. or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This notice to you as required by the Right to Financial Privacy Act of 1978 that V.A. or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to V.A. and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

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

Part IV - Borrower Certification

22. Complete the following for a HUD/FHA Mortgage

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

22 d. Address:

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

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

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

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

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

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

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

X
Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purpose to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA commissioner.

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		2. Name and address of Lender/Broker FIRST SERVICE MORTGAGE 3581 MAIN STREET COLLEGE PARK, GA 30337 TEL: 404-767-1111 FAX: 404-767-1008	
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

DISCLOSURE NOTICES

Date:

Applicant(s):	Property Address:
----------------------	--------------------------

AFFIDAVIT OF OCCUPANCY

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

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

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

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

ANTI-COERCION STATEMENT

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

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

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

Insurance Company Name

Agent

Agent's Address

Agent's Telephone Number

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

FAIR CREDIT REPORTING ACT

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

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

FHA LOANS ONLY

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

GOVERNMENT LOANS ONLY

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

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

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 administers compliance with this law concerning this company is the Comptroller of the Currency Customer Assistance Group, 1301 McKinney Street, Suite 3450 Houston, Texas 77010-9050

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:

COMPANY: FIRST SERVICE MORTGAGE

APPLICATION NO:

3581 MAIN STREET
COLLEGE PARK, GA 30337

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

Customer Identification Documentation Patriot Act

The USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies every customer. Completion of this documentation is required in order to comply with the USA Patriot Act. A completed copy of this information must be retained with the loan file.

Application Number _____ Date _____

Name of Applicant _____

Social Security # _____ Date of Birth _____

Present Address _____

Mailing Address _____

Primary Identification Documentation

Document Type _____ Other Document Type _____

Document Number _____

Issue Date _____ Expiration Date _____

Issued by _____

Secondary Identification Documentation

Document Type _____ Other Document Type _____

Document Number _____

Issue Date _____ Expiration Date _____

Issued by _____

Discrepancies and Resolution

Completed by _____

PRIVACY POLICY DISCLOSURE

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

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

The Privacy Policy explains the Following:

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

Protecting the Confidentiality of Customer Information:

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

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

Who is Covered by the Privacy Policy:

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

How We Gather Information:

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

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

Information We Share:

We may disclose information we have about you as permitted by law. We are required to or we may provide information about you to third-parties without your consent, as permitted by law, such as:

- To regulatory authorities and law enforcement officials.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To report account activity to credit bureaus.
- To consumer reporting agencies.

- To respond to a subpoena or court order, judicial process or regulatory authorities.
- In connection with a proposed or actual sale, merger, or transfer of all or a portion of a business or an operating unit, etc.

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

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

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

Opting Out

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

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

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

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

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

	FIRST SERVICE MORTGAGE
Name	Company Name
	3581 MAIN STREET
Address	Address
	COLLEGE PARK GA, 30337
City, State, Zip	City, State, Zip
	404-767-1111
Phone#	Phone #
Loan #	
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 90 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 :

FIRST SERVICE MORTGAGE
3581 MAIN STREET
COLLEGE PARK, GA 30337

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

SERVICING DISCLOSURE STATEMENT

Lender: FIRST SERVICE MORTGAGE
3581 MAIN STREET
COLLEGE PARK , GA 30337

Date:

NOTICE TO FIRST LIEN 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

**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