

# Borrowers' Certification and Authorization

## CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a mortgage loan through \_\_\_\_\_. 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 down payment, 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 \_\_\_\_\_ 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 through \_\_\_\_\_. As part of the application process, \_\_\_\_\_ and the mortgage guaranty insurer (if any), may verify 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 \_\_\_\_\_ and to any investor to whom \_\_\_\_\_ 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. \_\_\_\_\_ 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: \_\_\_\_\_

## NOTICE TO THE HOME LOAN APPLICANT CREDIT SCORE INFORMATION DISCLOSURE

APPLICANT(S) NAME AND ADDRESS	LENDER NAME AND ADDRESS (ORIGINATOR):
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In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request and based on information a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit-scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

The consumer reporting agencies listed below provided a credit score that was used in connection with your home loan application.

<b>Consumer Reporting Agency #1</b>     Model Used: _____ Range of Possible Scores _____ to _____	Borrower _____ Score: _____ Created: _____	Factors: _____
	Co-Borrower _____ Score: _____ Created: _____	Factors: _____
<b>Consumer Reporting Agency #2</b>     Model Used: _____ Range of Possible Scores _____ to _____	Borrower _____ Score: _____ Created: _____	Factors: _____
	Co-Borrower _____ Score: _____ Created: _____	Factors: _____
<b>Consumer Reporting Agency #3</b>     Model Used: _____ Range of Possible Scores _____ to _____	Borrower _____ Score: _____ Created: _____	Factors: _____
	Co-Borrower _____ Score: _____ Created: _____	Factors: _____

I/We have received a copy of this disclosure.

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

# DISCLOSURE NOTICES

Date:

<b>Applicant(s):</b>	<b>Property Address:</b>
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## 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

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)

**FLOOD DISASTER  
PROTECTION ACT OF 1973**

DATE:

APPLICATION NO:

PROPERTY ADDRESS:

I/We hereby acknowledge that we have been advised of the Flood Disaster Protection Act of 1973 and the requirements that I/We provide such insurance coverage on any property located within an area designated as a Flood Hazard Area. Should the subject property fall within a flood hazard area as defined in the Act, then I/We authorize its successors and/or assigns to purchase such insurance and I/We further agree to pay promptly the cost thereof.

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

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

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

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

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Issued by \_\_\_\_\_

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Document Type \_\_\_\_\_ Other Document Type \_\_\_\_\_

Document Number \_\_\_\_\_

Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Issued by \_\_\_\_\_

## Discrepancies and Resolution

Completed by \_\_\_\_\_

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

APPLICATION NO:

PROPERTY ADDRESS:

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

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

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

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

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

# SERVICING DISCLOSURE STATEMENT

Lender:

Date:

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

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

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

## **Transfer practices and requirements**

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

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

## **Complaint Resolution**

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

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

## **Damages and Costs**

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

**Servicing Transfer Estimates**

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

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

We are able to service your loan, and we

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

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

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

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

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

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

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

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

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

Year	Percentage of Loans Transferred
	%
	%
	%

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

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

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

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

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

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

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

# 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	
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