



## APPLY FOR A HOME EQUITY LOAN

- Print all application documents.
- Refer to application cover letter or brochure for specific instructions.
- Once all application pages have been completed and corresponding documents have been collected and copied, your Real Estate Loan application may be dropped off at any FTWCCU office location or mail it to us at the address listed below.
- For any questions, the Real Estate Department can be reached at 817.835.5000.

### FTWCCU Mailing Address:

Fort Worth Community Credit Union  
ATTN: Real Estate Department  
PO Box 210848  
Bedford, Texas 76095-7848

### FTWCCU Office Locations

#### Headquarters Office

1905 Forest Ridge Dr.  
Bedford, Texas 76021

#### Downtown Office

819 Taylor St. Rm. 7A23  
Fort Worth, Texas 76102

#### North Arlington Office

333 S. Bowen Rd.  
Arlington, Texas 76013

#### South Arlington Office

2327 W. Pleasant Ridge Rd.  
Arlington, Texas 76015

#### Wedgwood Office

5324 Wedgmont Circle N.  
Fort Worth, Texas 76133

#### North Fort Worth Office

2601 Meacham Blvd.  
Fort Worth, Texas 76137

#### Meadowbrook Office

6454 Brentwood Stair Rd.  
Fort Worth, Texas 76112

#### Altamesa Office

3616 Altamesa Suite 100  
Fort Worth, Texas 76133

#### Weatherford Office

1909 Martin Dr.  
Weatherford, Texas 76086

#### Burleson Office

140 John Jones Suite 134  
Burleson, Texas 76028

#### Flower Mound Office

1900 Long Prairie Rd #140  
Flower Mound, Texas 75022

# APPLICATION PROCEDURE FOR TEXAS HOME EQUITY LOANS

## APPLICATION PROCEDURE and GOOD FAITH ESTIMATE For Texas Home Equity Loan

For new Texas Home Equity loans, the following items are needed to process your application;

1. Please complete the Texas Home Equity Loan Application.
2. Please sign and date the Texas disclosure of Notice Concerning Extensions of Credit.
3. Please sign and date the Good Faith Estimate.
4. Please include a copy of your current homeowner's insurance policy.
5. Please include a copy of your most recent county tax appraisal for loans \$100,000.00 or under. Over \$100,000.00, an appraisal by a state certified appraiser will be required (SRA).
6. Please include a copy of the property legal description (Deed of Trust or Title Policy).
7. Please include verification of the first mortgage's current balance.
8. Please include a copy of the first mortgage's payment coupon with address and loan number.
9. Please include a copy of the most recent pay stubs. If self employed, last two years tax returns will be required.
10. Please sign and date the Texas Home Equity Questionnaire.
11. There are no closing costs for new Home Equity loans \$100,000.00 or under. Over \$100,000.00 the member is responsible for all fees associated with this loan.
12. Please provide a fax number and/or email address.

**For Re-financed Texas Home Equity loans, the following items are needed to process your application;**

1. Please complete the Texas Home Equity Loan Application
2. Please sign and date the Texas disclosure of Notice Concerning Extensions of Credit.
3. Please sign and date the Good Faith Estimate
4. Please include a copy of your most recent county tax appraisal for loans \$100,000.00 or under. Over \$100,000.00, an appraisal by a state certified appraiser will be required (SRA).
5. Please include verification of the first mortgage's current balance.
6. Please include a copy of the most recent pay stubs. If self employed, last two years tax returns will be required.
7. Please sign and date the Texas Home Equity Questionnaire.
8. **Refinancing an existing FTWCCU real estate loan requires a minimum advance of \$3,000.00 and a \$150.00 fee.**

Calculate your maximum home equity loan using the chart below:

Step 1	Current home value (Tax appraisal)
<b>Estimated Home Value \$</b>	
Step 2	Calculate 80% of this figure
<b>Step 1 x .8 (80%) = \$</b>	
Step 3	Total current home liens against your property
<b>Liens and Loans = \$</b>	
Step 4	Subtract step 3 from step 2 = maximum home equity loan
<b>(Step 2 - Step 3) Total= \$</b>	

\*fees associated with loans over \$100,000.00, consult your tax advisor regarding the deductibility of interest



Borrower			IV. EMPLOYMENT INFORMATION			Co-Borrower		
Name & Address of Employer				Name & Address of Employer				
Self-Employed <input type="checkbox"/>	Yrs. on this Job	Yrs. employed in this line of work/profession		Self-Employed <input type="checkbox"/>	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 & Address of Employer				Name & Address of Employer			
Self-Employed <input type="checkbox"/>	Dates (from - to)	Monthly Income		Self-Employed <input type="checkbox"/>	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 & Address of Employer				Name & Address of Employer			
Self-Employed <input type="checkbox"/>	Dates (from - to)	Monthly Income		Self-Employed <input type="checkbox"/>	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)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*			\$0.00	Rent		
Overtime			\$0.00	First Mortgage (P&I)		
Bonuses			\$0.00	Other Financing (P&I)		
Commissions			\$0.00	Hazard Insurance		
Dividends/Interest			\$0.00	Real Estate Taxes		
Net Rental Income			\$0.00	Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)			\$0.00	Homeowner Assn. Dues		
			\$0.00	Other:		
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

**Describe Other Income**     *Notice:* Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C		Monthly Amount
B		
B		
C		
C		

## VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person, also.

Completed  Jointly  Not Jointly

Description	ASSETS	Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.	
Cash deposit toward purchase held by:				
<b>List checking and savings accounts below</b>			<b>LIABILITIES</b>	<b>Monthly Payment &amp; Months Left to Pay</b>
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months
				/ /
Acct. No.			Acct. No.	
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months
				/
Acct. No.			Acct. No.	
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months
				/
Acct. No.			Acct. No.	
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months
				/
Acct. No.			Acct. No.	
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months
				/
Acct. No.			Acct. No.	
Stock & Bonds (Company name/number & description)			Name and address of Company	\$ Payment/Months
				/
Life insurance net cash value			Acct. No.	
Face amount:			Name and address of Company	\$ Payment/Months
				/
<b>Subtotal Liquid Assets</b>		<b>\$0.00</b>		
Real estate owned (enter market value from schedule of real estate owned)			Acct. No.	
Vested interest in retirement fund			Name and address of Company	\$ Payment/Months
				/
Net worth of business(es) owned (attach financial statement)			Acct. No.	
Automobiles owned (make and year)			Alimony/Child Support/Separate Maintenance Payments Owed to:	
Other Assets (itemize)			Job Related Expense (child care, union dues, etc.)	
			<b>Total Monthly Payments</b>	<b>\$0.00</b>
<b>Total Assets a.</b>		<b>\$0.00</b>	<b>Net Worth (a minus b)</b>	<b>\$0.00</b>
			<b>Total Liabilities b.</b>	<b>\$0.00</b>

## 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
		<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

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)	
<b>i. Total Costs (add items a through h)</b>	<b>\$0.00</b>
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	
<b>o. Loan amount (add m &amp; n)</b>	<b>\$0.00</b>
<b>p. Cash from/to Borrower (subtract j, k, l &amp; o from i)</b>	<b>\$0.00</b>

## VIII. DECLARATIONS

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

- a. Are there any outstanding judgments against you?
- b. Have you been declared bankrupt within the past 7 years?
- c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?
- d. Are you a party to a lawsuit?
- 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.)

Borrower		Co-Borrower	
Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### VIII. DECLARATIONS (cont.)

	Borrower		Co-Borrower	
	Yes	No	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Are you a U.S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. <b>Do you intend to occupy the property as your primary residence?</b> If "Yes," complete question m below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(1) What type of property did you own -- principal residence (PR), second home (SH), or investment property (IP)?	_____		_____	
(2) How did you hold the title to the home -- solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	_____		_____	

### SPECIAL NOTICE FOR BALLOON MORTGAGES

THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR REFINANCED TO A MARKET LEVEL FIXED-RATE MORTGAGE. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY FOR THE CONDITIONAL RIGHT TO REFINANCE AS SPECIFIED IN THE NOTE ADDENDUM AND MORTGAGE RIDER. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN IF QUALIFICATION CONDITIONS ARE NOT MET. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

### IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable, and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

**X**

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

**X**

\_\_\_\_\_  
Co-Borrower's Signature

\_\_\_\_\_  
Date

**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 not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b>	
<input type="checkbox"/>	I DO NOT WISH TO FURNISH THIS INFORMATION
<b>ETHNICITY:</b>	
<input type="checkbox"/>	Hispanic or Latino
<input type="checkbox"/>	Not Hispanic or Latino
<b>RACE:</b>	
<input type="checkbox"/>	American Indian or Alaska Native
<input type="checkbox"/>	Asian
<input type="checkbox"/>	Black or African American
<input type="checkbox"/>	Native Hawaiian or Other Pacific Islander
<input type="checkbox"/>	White
<b>SEX:</b>	
<input type="checkbox"/>	Male
<input type="checkbox"/>	Female

<b>CO-BORROWER</b>	
<input type="checkbox"/>	I DO NOT WISH TO FURNISH THIS INFORMATION
<b>ETHNICITY:</b>	
<input type="checkbox"/>	Hispanic or Latino
<input type="checkbox"/>	Not Hispanic or Latino
<b>RACE:</b>	
<input type="checkbox"/>	American Indian or Alaska Native
<input type="checkbox"/>	Asian
<input type="checkbox"/>	Black or African American
<input type="checkbox"/>	Native Hawaiian or Other Pacific Islander
<input type="checkbox"/>	White
<b>SEX:</b>	
<input type="checkbox"/>	Male
<input type="checkbox"/>	Female

<b>To be completed by Loan Originator</b> This application was provided: <input type="checkbox"/> In a face-to-face interview <input type="checkbox"/> In a telephone interview <input type="checkbox"/> By the applicant and submitted by fax or mail <input type="checkbox"/> By the applicant and submitted via e-mail or the Internet	Loan Originator's Signature	Loan Originator Identifier
	Loan Originator's Name	Loan Origination Company Identifier
	Loan Origination Company's Name <b>Fort Worth Community Credit Union</b>	Loan Origination Company's Address <b>Fort Worth Community Credit Union</b>
	Loan Originator's Phone Number (including area code) <b>817-835-5000</b>	<b>1905 Forest Ridge Drive</b> <b>Bedford, TX 76021-5724</b>

**CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark <b>B</b> for Borrower or <b>C</b> 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.

**X**

Borrower's Signature

Date

**X**

Co-Borrower's Signature

Date



**AUTHORIZATION TO RELEASE INFORMATION**

To Whom It May Concern:

1. I/We have applied for a loan from Fort Worth Community Credit Union. As part of the application process, FTWCCU may need to verify information contained in my/our loan application and in any other documents required in connection with this loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide FTWCCU any and all information and documentation that they may request. Such information includes, but is not limited to, employment history and income, bank and similar account balances; credit history; loan payoff information and copies of tax returns.
3. A copy of this authorization may be accepted as an original.
4. Your prompt reply to FTWCCU is appreciated.

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Borrower \_\_\_\_\_ Date \_\_\_\_\_ Social Security Number \_\_\_\_\_

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Borrower \_\_\_\_\_ Date \_\_\_\_\_ Social Security Number \_\_\_\_\_



## Texas Home Equity Questionnaire

The questions below are critical to processing your request for an equity loan under the State law permitting such types of loans and in finding a suitable loan product to meet your needs. You should answer these questions to the best of your ability, notifying your Loan Officer of any questions you may have or clarification you would like.

Circle the applicable answer

• Is the property titled in the name of a trust?	<b>YES</b>	<b>NO</b>
• Is your property larger than 10 acres?	<b>YES</b>	<b>NO</b>
• Is your property taxed in any manner other than residential?	<b>YES</b>	<b>NO</b>
• Is your property a condominium or townhouse?	<b>YES</b>	<b>NO</b>
• Is your property a duplex, triplex or fourplex?	<b>YES</b>	<b>NO</b>
• Is your current first mortgage classified as a Home Equity Loan?	<b>YES</b>	<b>NO</b>
• (Note: If you answered yes to any of the above questions, please stop and contact our Real Estate Department at 817 835-5028 or 817 835-5020).		
• Are proceeds from the loan exclusively for Home Improvement?	<b>YES</b>	<b>NO</b>
• Does anyone else have an ownership interest in the property besides you and/or your spouse? (ALL parties must sign ALL documents)	<b>YES</b>	<b>NO</b>
• Are there any liens or debts secured by the property today?	<b>YES</b>	<b>NO</b>
• Is your current loan set up on a bi-weekly payment plan with your lender?	<b>YES</b>	<b>NO</b>
• Have you obtained equity from your home in the last 12 months by refinancing or obtaining a second mortgage?	<b>YES</b>	<b>NO</b>
• Is your property within the limits of an incorporated city?	<b>YES</b>	<b>NO</b>
• Powers of Attorney and mail out closings are unacceptable. Are all parties available and capable of signing all documents?	<b>YES</b>	<b>NO</b>

**PLEASE READ THE FOLLOWING REGARDING YOUR REQUEST FOR A HOME EQUITY LOAN**

- **One equity loan is permitted every 12 months and one equity loan may be secured by a homestead at any given time.**
- **The applicant and Fort Worth Community Credit Union must agree to the Fair Market Value established during the processing of your request.**
- **Powers of Attorney are not allowed and all owners and their spouses must sign all documents.**
- **A 12 day calendar day waiting period is required from the latter of the date we receive;**
  1. The loan application signed and dated by all applicants. Or;
  2. The "Notice Concerning Extension of Credit" signed and dated by all applicants before this loan can be closed. And,
- **A 3 day business day Right to Cancel period is required after closing before we can fund the loan and any forthcoming proceeds.**

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date



**"NOTICE CONCERNING EXTENSIONS OF CREDIT  
DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION:**

"SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

"(A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;

"(B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;

"(C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;

"(D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;

"(E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 3 PERCENT OF THE LOAN AMOUNT;

"(F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;

"(G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;

"(H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;

"(I) THE LOAN MAY NOT BE SECURED BY HOMESTEAD PROPERTY THAT IS DESIGNATED FOR AGRICULTURAL USE AS OF THE DATE OF CLOSING, UNLESS THE AGRICULTURAL HOMESTEAD PROPERTY IS USED PRIMARILY FOR THE PRODUCTION OF MILK;

"(J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;

"(K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;

"(L) THE LOAN MUST BE SCHEDULED TO BE REPAYED IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;

"(M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE OF WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;

"(N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;

CONTINUED ON NEXT PAGE

"(O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;

"(P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;

"(Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:

"(1) NOT REQUIRE YOU TO APPLY THE PROCEEDS TO ANOTHER DEBT EXCEPT A DEBT THAT IS SECURED BY YOUR HOME OR OWED TO ANOTHER LENDER;

"(2) NOT REQUIRE THAT YOU ASSIGN WAGES AS SECURITY;

"(3) NOT REQUIRE THAT YOU EXECUTE INSTRUMENTS WHICH HAVE BLANKS FOR SUBSTANTIVE TERMS OF AGREEMENT LEFT TO BE FILLED IN;

"(4) NOT REQUIRE THAT YOU SIGN A CONFESSION OF JUDGMENT OR POWER OF ATTORNEY TO ANOTHER PERSON TO CONFESS JUDGMENT OR APPEAR IN A LEGAL PROCEEDING ON YOUR BEHALF;

"(5) PROVIDE THAT YOU RECEIVE A COPY OF YOUR FINAL LOAN APPLICATION AND ALL EXECUTED DOCUMENTS YOU SIGN AT CLOSING;

"(6) PROVIDE THAT THE SECURITY INSTRUMENTS CONTAIN A DISCLOSURE THAT THIS LOAN IS A LOAN DEFINED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;

"(7) PROVIDE THAT WHEN THE LOAN IS PAID IN FULL, THE LENDER WILL SIGN AND GIVE YOU A RELEASE OF LIEN OR AN ASSIGNMENT OF THE LIEN, WHICHEVER IS APPROPRIATE;

"(8) PROVIDE THAT YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN WITHOUT PENALTY OR CHARGE;

"(9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSES; AND

"(10) PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION; AND

"(R) IF THE LOAN IS A HOME EQUITY LINE OF CREDIT:

"(1) YOU MAY REQUEST ADVANCES, REPAY MONEY, AND REBORROW MONEY UNDER THE LINE OF CREDIT;

"(2) EACH ADVANCE UNDER THE LINE OF CREDIT MUST BE IN AN AMOUNT OF AT LEAST \$4,000;

"(3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;

"(4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;

"(5) THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE EXTENDED, WHEN ADDED TO ALL OTHER DEBTS SECURED BY YOUR HOME, MAY NOT EXCEED 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LINE OF CREDIT IS ESTABLISHED;

"(6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 50 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 50 PERCENT OF THE FAIR MARKET VALUE; AND

"(7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

"THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE.

# SERVICING DISCLOSURE STATEMENT

**Notice to Home Improvement Loan Applicants: The right to collect your home improvement loan payments may be transferred. Federal law gives you certain related rights. Read this statement and sign it only if you understand its contents.**

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Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA), which is codified at 12 United States Code (§2601 et sequitur), 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 rights 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 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 the 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 under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal Agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, 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 about the transfer of servicing. 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

RESPA §6 (12 United States Code §2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, 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 your reasons for the request. Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60 day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to this 60 day period or this qualified written request. A business day is any day, excluding public holidays (state or federal), Saturdays and Sundays.

## Damages and Costs

RESPA §6 (12 United States Code §2605) also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of §6.

## Servicing Transfer Estimates by Original Lender

The next sentence puts forth the best estimate of what will happen to the servicing of your mortgage loan. We may assign, sell or transfer the servicing of your loan sometime while the loan is outstanding, but we have no present intention of doing so. We are able to service your loan and we will service your loan at the outset and for an indeterminate time thereafter.

For all the mortgage loans that we make in the 12 month period after your mortgage is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between 0 and 25% and this estimate does include assignments, sales or transfers to any 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.

In each of the past three years, we have transferred between 0 and 25% of the servicing of our loans. This information includes assignments, sales or transfers to any affiliates or subsidiaries.

**We have read this disclosure form. We understand its contents. Our signatures attest to this. This acknowledgment by us is effective \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.**

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**Borrower**

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**Borrower**

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**Borrower**

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**Borrower**



## Texas Mortgage Fraud Notice

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**NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING WRITTEN STATEMENT**

Warning: Intentionally or knowingly making a materially false or misleading written statement to obtain property credit, including a mortgage loan, is a violation of Section 32.32, Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.

I/we, the undersigned home loan applicant(s), represent that I/we have received, read and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

I/we represent that all statements and representations contained in my/our written home loan application, including statements or representations regarding my/our identity, employment, annual income, and intent to occupy the residential real property secured by the home loan, are true and correct as of the date of loan closing.



**"NOTICE CONCERNING EXTENSIONS OF CREDIT  
DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION:**

"SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

"(A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;

"(B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;

"(C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;

"(D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;

"(E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 3 PERCENT OF THE LOAN AMOUNT;

"(F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;

"(G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;

"(H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;

"(I) THE LOAN MAY NOT BE SECURED BY HOMESTEAD PROPERTY THAT IS DESIGNATED FOR AGRICULTURAL USE AS OF THE DATE OF CLOSING, UNLESS THE AGRICULTURAL HOMESTEAD PROPERTY IS USED PRIMARILY FOR THE PRODUCTION OF MILK;

"(J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;

"(K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;

"(L) THE LOAN MUST BE SCHEDULED TO BE REPAYED IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;

"(M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE OF WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;

"(N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;

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"(O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;

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"(6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 50 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 50 PERCENT OF THE FAIR MARKET VALUE; AND

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