

ECOA – FAIR CREDIT- PRIVACY- OCCUPANCY & OTHER DISCLOSURES

Before any application for a mortgage loan can be prepared, each applicant must read & acknowledge the notices given herein.

Please initial the appropriate boxes
 borrower co-borrower

You as an applicant or co-applicant have the following rights:

- A. You do not have to reveal any information regarding the **RECEIPT** of alimony, child support or separate maintenance income if you do not choose to have it considered as a basis for repayment of this loan. **PAYMENT** of alimony, child support or separate maintenance does affect your ability to repay this loan and must be disclosed.
- B. When answering questions pertaining to marriage, you need only reveal whether you are married, unmarried or separated. Unmarried includes single, divorced or widowed.

EQUAL CREDIT OPPORTUNITY ACT

- C. Certain information regarding your race, national origin and sex will be asked. This information is requested by the Federal Government in order to monitor compliance with federal anti discrimination statutes. You do not have to give this information. It is voluntary, but if you do not furnish the information we are required to note race or national origin and sex on the basis of a visual observation or surname. 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 legal & mental capacity to enter into a binding contract), because all or part of the applicant's income derives from public assistance program or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. You may send a complaint to : Assistant Secretary for Equal Opportunity, Department of HUD, Washington, D.C. 20410

FAIR CREDIT REPORTING ACT

- D. An investigations will be bade as to the credit standing of all individuals seeking credit in this application. The nature & 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 Agency Act.

Under the **RIGHT TO FINANCIAL PRIVACY ACT OF 1978**, the Federal National Mortgage Association, Veterans Administration, HUD and/or Private Investor, whichever is appropriate, have 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 transactions will be available to FNMA, the Veterans administration, HUD or Investor 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.

FINANCIER\$ Mortgage will verify all information you have stated in your application. F\$ or any subsequent lender also has the right to perform a quality control audit of any verified information after your loan has been closed.

I ^{circle one} **DO DO NOT** intend to occupy the property as my principal residence. I understand that underwriting criteria and interest rates for owner occupied, second home and non-owner occupied properties vary greatly. If I circled that I **DO** intend to occupy the property, I understand that this loan is being processed on the basis that I will personally occupy the above referenced property within 30 days of closing as my personal residence. Failure to do so will constitute a default in the Deed of Trust and could cause foreclosure &/or restructuring of the loan which could include, but not be limited to, an interest rate increase and require additional downpayment. In this regard, I certify that:

- A. I will occupy the Premises as my personal residence within 30 days of closing.
- B. I have no intent to lease, sell, assign, or transfer the Premises.

I agree to promptly comply with the requests of the mortgage company and supply the requested information necessary to enable them to make a determination, in their sole judgment, that the Premises are personally occupied by me. I fully understand that it is a Federal Crime punishable by fine or imprisonment or both to make any statements known to be false under the provision of Title 18, U.S. Code 1014.

I hereby certify that I have made a full and accurate disclosure on my loan application of all real estate owned by me either in my individual name or in joint names with others or as a partner or joint venturer in any entity owning real estate.

I hereby acknowledge that I have received from FINANCIER\$ Mortgage the Consumer Handbook entitled "A HOME BUYER'S GUIDE TO SETTLEMENT COSTS" and, if I have applied for an adjustable rate mortgage, the booklet entitled "CONSUMER HANDBOOK ON ADJUSTABLE RATE MORTGAGES".

I agree to purchase a National Flood Insurance Program policy as required by the lender if it is determined that the property I offer as security for this loan is found to be located in a Flood Hazard Area.

If you pay for the Real Estate Appraisal that has been prepared in conjunction with your loan application, you have the right to receive a copy of this appraisal. If you don't receive a copy you may make a written request no later than 90 days after you receive notice of the action taken on your loan application. This right is not transferable or assignable.

I wish for my loan interest rate and points to:

- A. **LOCK** at the present rate and points of _____ at a cost of \$ _____ for _____ days.
- B. **FLOAT** until such time as I direct FINANCIER\$ Mortgage Group, Inc. to lock the loan. I understand that by **FLOATING** the rate and points, I run the risk the rate/points could be substantially higher than the present rate which might affect the approvability of my loan.

In connection with your application for a mortgage, FINANCIER\$ must verify the correct spelling of the name which will be used on all legal documents and closing papers. In the space provided, please print your name exactly as you wish them to appear on all legal documents.

PRINTED NAME _____

PRINTED NAME _____

Husband & Wife

An unmarried person

a married person

ACKNOWLEDGED & ACCEPTED _____

Dated: _____