



CENTRAL NATIONAL BANK

Your Leading Independent Bank

Home Equity Lending What does it mean to me?

The Texas Legislature enacted HJR 31, which amends the Texas Constitution to permit home equity lending. Home equity lending is permissible under certain guidelines. What do you need to know?

Frequently Asked Questions:

Q: Does Central National Bank offer home equity loans?

A: Yes! Don't hesitate to ask to speak to one of our loan specialists.

Q: Are there any limits on purposes for home equity loans?

A: No. You may borrow against your home for any reason.

Q: What property can be used?

A: Both residential and business homesteads can secure equity loans.

Q: Are there other limits on home equity loans?

A: Yes. They cannot be in the form of an open end account. In other words, no lines of credit, no credit cards, no draw notes. Also, there are limits on fees and loan to value ratios.

Q: How much can I borrow?

A: The ratio is limited to 80% of the property value for both the second liens and the first lien refinancing where additional equity is pulled out. No equity loans can be provided above the 80% limit.

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 2 PERCENT OF THE LOAN AMOUNT, EXCEPT FOR A FEE OR CHARGE FOR AN APPRAISAL PERFORMED BY A THIRD PARTY APPRAISER, A PROPERTY SURVEY PERFORMED BY A STATE REGISTERED OR LICENSED SURVEYOR, A STATE BASE PREMIUM FOR A MORTGAGEE POLICY OF TITLE INSURANCE WITH ENDORSEMENTS, OR A TITLE EXAMINATION REPORT;
- (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) (repealed);
- (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 REPAID 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 ON 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;

(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 80 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 80 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.

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower _____ Co-Borrower _____

| I. TYPE OF MORTGAGE AND TERMS OF LOAN | | | | | |
|---------------------------------------|------------------------------|---|---|--------------------------------------|---|
| Mortgage Applied for: | <input type="checkbox"/> VA | <input type="checkbox"/> Conventional | <input type="checkbox"/> Other (explain): | Agency Case Number | Lender Case Number |
| | <input type="checkbox"/> FHA | <input type="checkbox"/> USDA/Rural Housing Service | | | |
| Amount | Interest Rate | No. of Months | Amortization Type: | <input type="checkbox"/> Fixed Rate | <input type="checkbox"/> Other (explain): |
| \$ | % | | <input type="checkbox"/> GPM | <input type="checkbox"/> ARM (type): | |

| II. PROPERTY INFORMATION AND PURPOSE OF LOAN | |
|---|---|
| Subject Property Address (street, city, state & ZIP) | No. of Units |
| Legal Description of Subject Property (attach description if necessary) | Year Built |
| Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): | Property will be: |
| <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent | <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment |
| Complete this line if construction or construction-permanent loan. | |
| Year Lot Acquired | Original Cost |
| \$ | \$ |
| Amount Existing Liens | (a) Present Value of Lot |
| \$ | \$ |
| (b) Cost of Improvements | Total (a + b) |
| \$ | \$ |
| Complete this line if this is a refinance loan. | |
| Year Acquired | Original Cost |
| \$ | \$ |
| Amount Existing Liens | Purpose of Refinance |
| \$ | |
| Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made | Cost: \$ |
| | |
| Title will be held in what Name(s) | Manner in which Title will be held |
| | |
| Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain) | Estate will be held in: |
| | <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date) |

| Borrower | Co-Borrower | | |
|--|---|--|--|
| III. BORROWER INFORMATION | | | |
| Borrower's Name (include Jr. or Sr. if applicable) | | Co-Borrower's Name (include Jr. or Sr. if applicable) | |
| Social Security Number | Home Phone (incl. area code) | Social Security Number | Home Phone (incl. area code) |
| DOB (mm/dd/yyyy) | Yrs. School | DOB (mm/dd/yyyy) | Yrs. School |
| <input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated | Dependents (not listed by Co-Borrower) no. ages | <input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated | Dependents (not listed by Borrower) no. ages |
| Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs. | | Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs. | |
| Mailing Address, if different from Present Address | | Mailing Address, if different from Present Address | |

If residing at present address for less than two years, complete the following:

| | |
|---|---|
| Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs. | Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs. |
|---|---|

| Borrower | Co-Borrower | | |
|--|---|---|---|
| IV. EMPLOYMENT INFORMATION | | | |
| Name & Address of Employer <input type="checkbox"/> Self Employed | Yrs. on this job | Name & Address of Employer <input type="checkbox"/> Self Employed | Yrs. on this job |
| | Yrs. employed in this line of work/profession | | 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 <input type="checkbox"/> Self Employed | Dates (from - to) | Name & Address of Employer <input type="checkbox"/> Self Employed | Dates (from - to) |
| | Monthly Income | | 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 <input type="checkbox"/> Self Employed | Dates (from - to) | Name & Address of Employer <input type="checkbox"/> Self Employed | Dates (from - to) |
| | Monthly Income | | Monthly Income |
| | \$ | | \$ |
| Position/Title/Type of Business | Business Phone (incl. area code) | Position/Title/Type of Business | Business Phone (incl. area code) |

Initials: _____

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

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

* 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 |
|-----|----------------|
| | \$ |
| | |
| | |

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

| ASSETS | Cash or Market Value | LIABILITIES | | |
|---|----------------------|--|--------------------------------------|-----------------------------|
| Description | | Name and address of Company | Monthly Payment & Months Left to Pay | Unpaid Balance |
| Cash deposit toward purchase held by: | \$ | | \$ Payment/Months | \$ |
| List checking and savings accounts below | | | | |
| Name and address of Bank, S&L, or Credit Union | | | | |
| Acct. no. | \$ | | | |
| Name and address of Bank, S&L, or Credit Union | | | | |
| Acct. no. | \$ | | | |
| Name and address of Bank, S&L, or Credit Union | | | | |
| Acct. no. | \$ | | | |
| Name and address of Bank, S&L, or Credit Union | | | | |
| Acct. no. | \$ | | | |
| Name and address of Bank, S&L, or Credit Union | | | | |
| Acct. no. | \$ | | | |
| Stocks & Bonds (Company name/number & description) | \$ | | | |
| Life insurance net cash value | \$ | | | |
| Face amount: \$ | | | | |
| Subtotal Liquid Assets | \$ | | | |
| Real estate owned (enter market value from schedule of real estate owned) | \$ | | | |
| Vested interest in retirement fund | \$ | | | |
| Net worth of business(es) owned (attach financial statement) | \$ | | | |
| Automobiles owned (make and year) | \$ | | | |
| Other Assets (itemize) | \$ | Alimony/Child Support/Separate Maintenance Payments Owed to: | \$ | |
| | | Job-Related Expense (child care, union dues, etc.) | \$ | |
| | | Total Monthly Payments | \$ | |
| Total Assets a. | \$ | Net Worth (a minus b) | \$ | Total Liabilities b. |

Initials: _____

VI. ASSETS AND LIABILITIES (cont'd)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

| Property Address (enter S if sold, PS if pending sale or R if rental being held for income) | Type of Property | Present Market Value | Amount of Mortgages & Liens | Gross Rental Income | Mortgage Payments | Insurance, Maintenance, Taxes & Misc. | Net Rental Income |
|---|------------------|----------------------|-----------------------------|---------------------|-------------------|---------------------------------------|-------------------|
| | | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | | |
| | | | | | | | |
| | Totals | \$ | \$ | \$ | \$ | \$ | \$ |

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

| Alternate Name | Creditor Name | Account Number |
|----------------|---------------|----------------|
| | | |

VII. DETAILS OF TRANSACTION

VIII. DECLARATIONS

| VII. DETAILS OF TRANSACTION | | VIII. DECLARATIONS | | | | |
|---|----|---|--------------------------|--------------------------|--------------------------|--------------------------|
| | | If you answer "Yes" to any questions a through i, please use continuation sheet for explanation. | | | | |
| | | Borrower | | Co-Borrower | | |
| | | Yes | No | Yes | No | |
| a. Purchase price | \$ | | | | | |
| b. Alterations, improvements, repairs | | | | | | |
| c. Land (if acquired separately) | | | | | | |
| d. Refinance (incl. debts to be paid off) | | | | | | |
| e. Estimated prepaid items | | | | | | |
| f. Estimated closing costs | | | | | | |
| g. PMI, MIP, Funding Fee | | | | | | |
| h. Discount (if Borrower will pay) | | | | | | |
| i. Total costs (add items a through h) | | | | | | |
| j. Subordinate financing | | | | | | |
| k. Borrower's closing costs paid by Seller | | | | | | |
| l. Other Credits (explain) | | | | | | |
| m. Loan amount (exclude PMI, MIP, Funding Fee financed) | | | | | | |
| n. PMI, MIP, Funding Fee financed | | | | | | |
| o. Loan amount (add m & n) | | | | | | |
| p. Cash from/to Borrower (subtract j, k, l & o from i) | | | | | | |
| | | a. Are there any outstanding judgments against you? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | b. Have you been declared bankrupt within the past 7 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | d. Are you a party to a lawsuit? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | 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.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question. | <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. Do you intend to occupy the property as your primary residence? 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 title to the home - - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? | | | | |

IX. ACKNOWLEDGEMENT 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.

Acknowledgement. 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.

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

To be Completed by Loan Originator:

This information was provided: In a face-to-face interview By the applicant and submitted by fax or mail
 In a telephone interview By the applicant and submitted via e-mail or the Internet

| | |
|---|---|
| Loan Originator's Signature | Date |
| X | |
| Loan Originator's Name (print or type) | Loan Originator Identifier |
| | |
| Loan Origination Company's Name | Loan Origination Company Identifier |
| | |
| | Loan Originator's Phone Number (including area code) |
| | |
| | Loan Origination Company's Address |
| | |

Initials: _____

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

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

| | | |
|--|--------------|---------------------|
| | Borrower: | Agency Case Number: |
| | Co-Borrower: | Lender Case Number: |

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

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

Initials: _____

HMDA Demographic Information of Applicant(s) (Used for applications received beginning 1/1/2018)

This form asks about your ethnicity, sex, and race.

This form asks about your ethnicity, sex, and race. **The purpose of collecting this information** is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Applicant

Ethnicity

- Hispanic or Latino – *Check one or more*
 - Mexican Puerto Rican Cuban
 - Other Hispanic or Latino – *Enter origin:* _____

Examples: Argentinian, Columbian, Dominican, Nicaraguan, Salvadoran, Spaniard, etc.

- Not Hispanic or Latino
- I do not wish to provide this information

Sex

- Female
- Male
- I do not wish to provide this information

Race

- American Indian or Alaska Native – *Enter name of enrolled or principal tribe:* _____
- Asian
 - Asian Indian Chinese Filipino
 - Japanese Korean Vietnamese
 - Other Asian – *Enter race:* _____

Examples: Hmong, Laotian, Thai, Pakistani, Cambodian, etc.

- Black or African American
- Native Hawaiian or Other Pacific Islander
 - Native Hawaiian Guamanian or Chamorro Samoan
 - Other Pacific Islander – *Enter race:* _____

Examples: Fijian, Tongan, etc.

- White
- I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

- Was the **ethnicity** of the Applicant collected on the basis of visual observation or surname? NO YES
- Was the **sex** of the Applicant collected on the basis of visual observation or surname? NO YES
- Was the **race** of the Applicant collected on the basis of visual observation or surname? NO YES

The Demographic Information was provided through:

- Face-to-face (includes Electronic Media w/Video Component)
- Telephone
- Fax or Mail
- Email or Internet

Co-Applicant

Ethnicity

- Hispanic or Latino – *Check one or more*
 - Mexican Puerto Rican Cuban
 - Other Hispanic or Latino – *Enter origin:* _____

Examples: Argentinian, Columbian, Dominican, Nicaraguan, Salvadoran, Spaniard, etc.

- Not Hispanic or Latino
- I do not wish to provide this information

Sex

- Female
- Male
- I do not wish to provide this information

Race

- American Indian or Alaska Native – *Enter name of enrolled or principal tribe:* _____
- Asian
 - Asian Indian Chinese Filipino
 - Japanese Korean Vietnamese
 - Other Asian – *Enter race:* _____

Examples: Hmong, Laotian, Thai, Pakistani, Cambodian, etc.

- Black or African American
- Native Hawaiian or Other Pacific Islander
 - Native Hawaiian Guamanian or Chamorro Samoan
 - Other Pacific Islander – *Enter race:* _____

Examples: Fijian, Tongan, etc.

- White
- I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

- Was the **ethnicity** of the Co-Applicant collected on the basis of visual observation or surname? NO YES
- Was the **sex** of the Co-Applicant collected on the basis of visual observation or surname? NO YES
- Was the **race** of the Co-Applicant collected on the basis of visual observation or surname? NO YES

The Demographic Information was provided through:

- Face-to-face (includes Electronic Media w/Video Component)
- Telephone
- Fax or Mail
- Email or Internet