

INTEGRATED MORTGAGE DISCLOSURES

TILA-RESPA RULE

CLOSING DISCLOSURE

Financial Solutions

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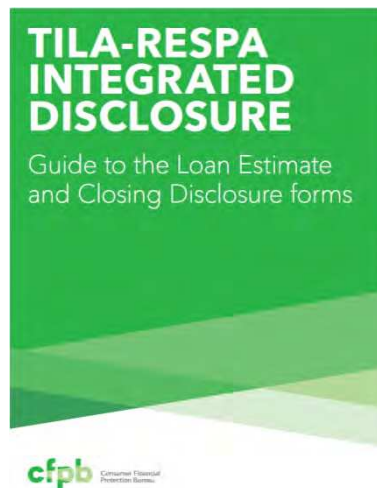
September 2014 Guide

The Loan Estimate and Closing Disclosure must be used for most **closed-end consumer mortgages**

HELOC's and mobile home only (no land) loans continue to use current forms

Designed to provide consumers a better understanding of:

- Key Features
- Costs
- Risks



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§ 1026.19 Certain Mortgage & Variable-Rate Transactions

- (a) Mortgage transactions subject to RESPA (current)
 - (a) Reverse mortgage transactions subject to RESPA (eff. 8/1/15)
- (b) Certain variable-rate transactions
- (c) Electronic disclosures
- (d) Substitutes for variable-rate disclosures
- (e) Mortgage loans secured by real property—Early disclosures (eff. 8/1/15)
 - (e)(1) Provision of disclosures
 - (e)(2) Predisclosure activity
 - (e)(3) Good faith determination for estimates of closing costs
 - (e)(4) Provision and receipt of revised disclosures
- (f) Mortgage loans secured by real property—final disclosures (eff. 8/1/15)
 - (f)(1) Provision of disclosures
 - (f)(2) Subsequent changes
 - (f)(3) Charges disclosed
 - (f)(4) Transactions involving a seller
 - (f)(5) Prohibition on fee for disclosures
- (g) Special information booklet at time of application (eff. 8/1/15)

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Reg Z Subpart E--SPECIAL RULES FOR CERTAIN HOME MORTGAGE TRANSACTIONS

- § [1026.31](#)—General rules.
- § [1026.32](#)—Requirements for high-cost mortgages.
- § [1026.33](#)—Requirements for reverse mortgages.
- § [1026.34](#)—Prohibited acts or practices in connection with high-cost mortgages.
- § [1026.35](#)—Requirements for Higher-Priced Mortgage Loans.
- § [1026.36](#)—Prohibited acts or practices in connection with credit secured by a dwelling.
- § [1026.37](#)—Content of disclosures for certain mortgage transactions (Loan Estimate).
- § [1026.38](#)—Content of disclosures for certain mortgage transactions (Closing Disclosure).
- § [1026.39](#)—Mortgage transfer disclosures.
- § [1026.40](#)—Requirements for home equity plans.
- § [1026.41](#)—Periodic statements for residential mortgage loans.
- § [1026.42](#)—Valuation independence.
- § [1026.43](#)—Minimum standards for transactions secured by a dwelling.
- §§ 1026.44–1026.45—[Reserved]

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Federally Related Mortgage Loan

- A “**federally related mortgage loan**” is any loan made by a federally regulated or insured financial institution, or a dealer or a mortgage broker that is:
 - Secured by a lien on
 - Residential real property upon which there is located, or following closing of the loan there will be constructed or placed using proceeds of the loan
 - A 1-4 family residence or a mobile home.

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RESPA Coverage in 3 Simple Steps

1. **The loan must be made to an individual as in Reg Z**
 - Individuals only are covered
 - Non-individual entities (business entities) are not covered
2. **The loan must be primarily for a *consumer purpose* (parallels Reg Z's definition)**
 - The proceeds need not necessarily be used for any housing-related purpose
 - Look to the primary purpose for multi-purpose loans
3. **Loan must be secured by a lien on “residential real property”**
 - RESPA is purpose-driven, but collateral-dependent and lien position does not matter.
 - “Residential real property” means dirt, and must be *residential* in character.
 - There must be a 1- to 4-family residence on the land (e.g., stick built home, manufactured home, condo). House boats and travel trailers are not covered.
 - RESPA coverage includes construction loans, if the proceeds will be used to build a residence on the land within 2 years.
 - Occupancy of the residence as a primary residence is not required.
 - Doesn't have to be the primary residence, owner-occupied, or even owned by the borrower(s)

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Exemptions: Loans Not Covered

- ~~Loans secured by 25 or more acres of land (Eliminated 8/1/15)~~
 - ~~– It doesn't matter where the land is, or if it is more than one parcel~~
 - ~~– The character of the land doesn't matter, either~~
 - ~~This means it doesn't matter what buildings (if any) are on the land~~
- Vacant land
 - Loan secured by vacant or unimproved property is exempt
 - Loan is not secured by *residential* real estate...
 - But, it would not be exempt if the proceeds of the loan will be used to construct a 1- to 4-family dwelling or mobile home on the property within 2 years
 - ***Ask what will be done with the proceeds of the loan!***

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Exemptions: Loans Not Covered

- Business-purpose loans
 - Fails # 1 or # 2 of the 3-part test
 - RESPA, like Reg Z, is purpose-driven
 - RESPA follows Reg Z's definition of business purpose
 - Loans to non-individuals are not covered (a non-individual cannot have a consumer purpose)
 - Look to the primary purpose of mixed-purpose loans as under Reg Z
 - Rental property loans
 - Prior to 1997, loans made to purchase or rehabilitate rental homes were covered by RESPA; not any more
 - *Purpose* of the loan is what counts, not collateral

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Exemptions: Loans Not Covered

- Temporary financing
 - *Less than two years* is temporary – confusing meaning?
 - Are only certain types of temporary loans exempt?
 - RESPA's language is confusing here ("such as a construction loan"), but no specific type of loan was originally intended by HUD according to HUD's staff, but...
 - Loan should be temporary in nature (*i.e.* construction or bridge loan)
 - Intended to be replaced by more permanent financing
 - Loans that are "permanent in nature," regardless of term, cannot be temporary
 - If the term of a construction loan is 2 years or more, it is not exempt

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Exemptions: Loans Not Covered

- Temporary Financing
- Exceptions to the exemption:
 - Certain loans, although temporary in nature, *are* covered
 - Where the same lender (*e.g.* construction lender) has issued a commitment to do the permanent financing (conditional or not)
 - Where loan proceeds are used to finance the transfer of residence title to first user
 - Who is the "first user"? First party to live on land as a residence
 - (*e.g.* lot loans)

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Integrated Disclosures' Effective Date

- The new Integrated Disclosures must be provided for an application for a closed-end consumer credit transaction secured by real property on or after 8/1/2015.
- Creditors required to use the GFE, HUD-1 and TILA forms for applications received prior to 8/1/2015.
- As applications received prior to August 1st are consummated, withdrawn, or cancelled, the use of the GFE, HUD-1, and TILA will no longer be used for most mortgage loans.
 - Example: For an application received 7/31/2015, the Loan Estimate, Closing Disclosures and the Special Information Booklet required under the **new** TILA-RESPA integrated disclosure rule **do not apply**. Instead, the creditor and the settlement agent must provide the disclosure requirement under the **existing TILA and RESPA rules, as applicable**.



Do not implement the forms' use prior to the effective date!

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Restrictions Effective on August 1, 2015

- **Regardless of an application's date** before, on or after August 1st, the following activity restrictions are effective on August 1, 2015:
 1. Imposing fees on a consumer **before** the Loan Estimate has been received and the consumer has expressed an intent to proceed, with exception of credit report fee.
 2. Providing written estimates of terms or costs specific to consumers **before** the Loan Estimate is received without a written statement informing the consumer that the terms and costs may change.
 3. Requiring the submission of verification documents related to the consumer's application **before** providing the Loan Estimate.
 4. Provisions addressing the preemption of inconsistent state disclosure laws (§1026.28(a)(1)), as well as the commentary regarding the "substantial similarity" standard used to grant state exemptions (§1026.29).

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Integrated Disclosures' Significant Changes

- Initial Truth-in Lending disclosure and RESPA Good Faith Estimate (GFE) combined into new **Loan Estimate** form (1026.37 and Appendix H-24)
 - Given 3 business days after **application received**
- Final Truth-in-Lending disclosure and RESPA HUD-1 combined into new **Closing Disclosure** (1026.38 and Appendix H-25)
 - Given 3 business days prior to **consummation**
- New timing requirements for disclosures (1026.19(e) and (f))
- New tolerance levels for disclosed estimates (1026.19(e) and (f))
- New pre-disclosure requirements (1026.19(e)(2))
- The rule leaves sufficient flexibility for creditors, brokers and settlement agents to arrive at the most efficient means of preparation and delivery of the Loan Estimate and the Closing Disclosure. ***Creditors retain all responsibility!***

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TILA-RESPA Rule Significant Changes

- Initial Truth-in Lending disclosure and RESPA Good Faith Estimate (GFE) combined into new **Loan Estimate** form (1026.37 and Appendix H-24)
 - Given 3 business days after **application received**
- Final Truth-in-Lending disclosure and RESPA HUD-1 combined into new **Closing Disclosure** (1026.38 and Appendix H-25)
 - Given 3 business days prior to **consummation**
- New timing requirements for disclosures (1026.19(e) and (f))
- New tolerance levels for disclosed estimates (1026.19(e) and (f))
- New pre-disclosure requirements (1026.19(e)(2))
- The rule leaves sufficient flexibility for creditors, brokers and settlement agents to arrive at the most efficient means of preparation and delivery of the Loan Estimate and the Closing Disclosure. ***Creditors retain all responsibility!***

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Change in RESPA Reg X Exemption



- Under the new rule, the existing RESPA exemption on **property of 25 acres or more is eliminated** to make Regulation X (RESPA) more consistent with Regulation Z (TILA).
- CFPB believes that most of these loans will be exempt under other exempted categories, such as loans for business, commercial or agricultural purposes.
- If a loan on property of 25 acres or more is not exempt by one of these other categories, the CFPB believes that the new integrated disclosures will be useful to the consumer.
- ***Construction Only loans are covered by the TILA-RESPA rule!***

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NOT Covered by Integrated Disclosure Rule

Loan
Type

- Home-equity lines of credit (HELOCs) and reverse mortgages
- Chattel-dwelling loans (secured by a mobile home or by a dwelling not attached to land)
- Certain loan types subject to TILA but not RESPA (i.e., construction-only, lot loans, land parcels of 25 acres or more, etc.)

Entity

- Persons making 5 or fewer mortgages per year (therefore NOT a Creditor)

No-Interest
Loans

- Secured by subordinate liens made for the purpose of down payment or similar home buyer assistance, property rehabilitation, energy efficiency, or foreclosure avoidance or prevention

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New Forms In General...

- Require disclosure of categories of information that will vary due to:
 - Loan type,
 - Payment schedule,
 - Fees charged,
 - Terms of transaction, and
 - State law provisions
- Use exact format specified by CFPB in model forms. May include logo or slogan at top of LE Page 1 in the allotted space.
- Signature section on page 3 is optional.

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Definitions

- **Application** – Per Reg Z Subpart C (Closed-end Credit) § 1026.2(a)(3), submission of a consumer's financial information for purposes of obtaining an extension of credit. Six elements including name, income, SSN, property address, loan amount and estimated property value.
- **Business Day** – For purposes of **Loan Estimate**, a day on which the creditor's offices are open to the public for carrying out substantially all of its business functions.
- **Business Day** – For rescission and **Closing Disclosure** receipt by consumer, all calendar days except Sundays and legal public holidays (*i.e., mail schedule*)
- **Issue** - Deliver or place in the mail the applicable disclosure

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CLOSING DISCLOSURE

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Closing Disclosure § 1026.38

- Creditors must provide a new final disclosure reflecting the actual terms of the transaction called the Closing Disclosure. The form integrates and replaces the existing HUD-1 and the final TILA disclosure for these transactions.
- The creditor must ensure the consumer receives the Closing Disclosure no later than **3 BDays** before consummation of the loan.
- Consummation occurs when the consumer becomes contractually obligated to the creditor on the loan, not, for example, when the consumer becomes contractually obligated to a seller on a real estate transaction. This varies based on state law.
- Delivered by the creditor or a combination of the lender and settlement agent

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Issuance & Delivery (3.1.1) ← CFPB Guide Sect.

A **Closing Disclosure** must be provided to the consumer at least 3 BDays prior to consummation.

- If the creditor makes certain **significant changes** between the time the Closing Disclosure form is given and closing, the consumer must be provided a new form and an additional 3-BDay waiting period after receipt of the new form.
- **Significant changes supporting redisclosure** include:
 - Changes to the APR above $\frac{1}{8}$ % for most loans or $\frac{1}{4}$ % for loans with irregular payments or periods,
 - Changes to the loan product, or
 - Adding a prepayment penalty to the loan.
- Less significant changes can be disclosed on a **revised** Closing Disclosure form provided to the consumer at or before closing, without delaying the closing.

(§ 1026.19(f)(2)(ii); Comment 19(f)(2)(ii)-1)

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Change Between Closing Disclosure (CD) & Closing

- If a change occurs between the time the Closing Disclosure was provided and closing, a new form must be provided again at least 3 days before closing unless it falls under 1 of 6 exceptions:
 1. Changes due to consumer and seller negotiations.
 2. Changes that result in less than a \$100 aggregate increase in cost.
 3. Changes caused by government that cannot be known until after closing. An example is where a county changes the cost of a recording fee without issuing notice. If this exception applies, a revised CD form must be provided no later than the third day after discovering the fees, and no later than 30 days after the closing.
 4. Technical, clerical errors that do not affect a numerical disclosure. If so, the new CD form must be provided as soon as reasonably practical and no later than 30 days after the closing.
 5. The amount paid by the lender to cure a tolerance violation.
 6. Waiver from the consumer needed to meet a *bona fide* financial emergency. For this exception to apply, consumer must provide a dated, written statement describing the emergency and waiving the timing requirements. Statement must be signed by all consumers, and the lender must provide the disclosure at or before the time of the waiver or modification.

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Redisdisclosure Delivery

- Redisdisclosure of significance will generally require an additional 3 day waiting period before closing
- In-person Delivery – Close 3 Bdays from delivery
- Mail Delivery – Allow 3 mailing days after placing in mail for delivery and then 3 Bdays later for closing
- Electronic Delivery - Now mandates that 3 days must be added to the email date for delivery and then 3 Bdays later for closing
 - Obtain E-Sign authorization and agreement

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Revised Closing Disclosure (3.1.2)

- Upon the consumer's request, by the **business day before** consummation, a creditor must permit the consumer to inspect the **Closing Disclosure**, although the creditor may omit items related only to the **seller's transaction**. (§ 1026.19(f)(2)(i))
- Provide a corrected **Closing Disclosure** if an event related to the settlement occurs during the 30-calendar-day (**30-CDay**) period **after consummation** that causes the **Closing Disclosure** to become inaccurate and results in a change to an amount paid by the consumer from what was previously disclosed.
 - (§1026.19(f)(2)(iii); Comment 19(f)(2)(iii)-1)
- Deliver or place in the mail the revised **Closing Disclosure** no later than **30CDays after receiving information** sufficient to establish changes to the amount paid by the consumer. (§1026.19(f)(2)(iii))

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Use of Compliance Guide (3.1.3)

Please see *Compliance Guide*, sections 11, 12, and 13, for additional information on details of these requirements.

The *Compliance Guide* also discusses the good faith disclosure of settlement costs, limitations on changes to those amounts at consummation, and other information concerning the process requirements related to the **Closing Disclosure**

Samples of completed Closing Disclosures can be found at [www. consumerfinance.gov/regulatory-implementation/tila-respa/](http://www.consumerfinance.gov/regulatory-implementation/tila-respa/)

This Guide uses references to the legal obligation, which includes the promissory note plus any other agreements between the creditor and consumer concerning the extension of credit.

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Rounding (3.1.4)

- Dollar amounts must be rounded to the nearest whole dollar where noted. (§1026.38(t)(4)(i))
- If an amount **must be rounded**, but is composed of other amounts that are **not** rounded, use the **unrounded amounts in calculating the total** and then **round the final sum**. Conversely, if an amount is **required to be rounded and is composed of rounded amounts**, use the **rounded amounts in calculating the total**. (Comment 38(t)(4)-2)
- Percentage amounts should **not** be rounded and are shown **up to two or three decimals**, as needed, except where noted in the regulation. If a percentage amount is a whole number, show the whole number only **with no decimals**. (§ 1026.38(t)(4)(ii))

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Consummation (3.1.5)

- Consummation is not the same thing as closing or settlement. Consummation occurs when the consumer becomes contractually obligated to the creditor on the loan, not, for example, when the consumer becomes contractually obligated to a seller on a real estate transaction. (§ 1026.2(a)(13))
- The point in time when a consumer becomes contractually obligated to the creditor on the loan depends on applicable State law. (§ 1026.2(a)(13); Comment 2(a)(13)-1) Creditors and settlement agents should verify the applicable State laws to determine when consummation will occur, and make sure delivery of the **Closing Disclosure** occurs at least three business days before this event.

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Closing Disclosure (3.2)

General information, the **Loan Terms** table, the **Projected Payments** table, and the **Costs at Closing** table are disclosed on the first page of the **Closing Disclosure**. (§ 1026.38(a), (b), (c), (d))

The form is titled "Closing Disclosure" and includes a disclaimer: "This form is a statement of final loan terms and closing costs. Compare this document with your loan contract." It is organized into several sections:

- Section 3.2.1:** Includes "Closing Information" (Closing Date, Closing Agent, etc.), "Transaction Information" (Seller, Lender, etc.), and "Loan Information" (Loan Type, Loan Term, etc.).
- Section 3.2.2:** Includes "Loan Terms" (Loan Amount, Interest Rate, etc.), "Monthly Principal & Interest" (with a table for payments), "Prepayment Penalty", and "Balloon Payment".
- Section 3.2.3:** Includes "Projected Payments" (Payment Calculations, Interest & Interest, etc.) and "Estimated Total Monthly Payment".
- Section 3.2.4:** Includes "Costs at Closing" (Closing Costs, Cash to Close, etc.) and "This estimate includes" (Prepaid Items, Lender's Insurance, etc.).

FIGURE 2B: CLOSING DISCLOSURE (PAGE 1)

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Closing Information (3.2.1)

Closing Information

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property
Sale Price

Figure 29: Closing information Table of the Closing Disclosure

At the top of page 1 of the **Closing Disclosure**, disclose **Closing Information, Transaction Information, and Loan Information.** (§ 1026.38(a))

Closing Information

- For **Closing Information**, disclose the following information:
 - Date Issued is the date the **Closing Disclosure** is delivered to the consumer,
 - The Closing Date,
 - The Disbursement Date,
 - The name of the **Settlement Agent**,
 - **File #** (settlement agent's file number,
 - The **Property** address or location, and
 - Sale Price of the property securing the loan:
 - Appraised Property Value, or
 - Estimated Property Value.

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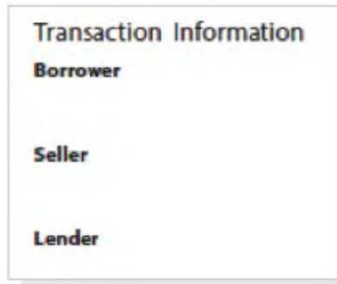
Sale Price

- **Purchase transactions** use the contracted Sale Price
- **Transactions without a seller** (like a refinance)
 - Use the **Appraised Property Value** of the property securing the loan (§1026.38(a)(3)(vii)(B))
 - If no appraisal was obtained, use the **Estimated Property Value** of the property securing the loan. (Comment 38(a)(3)(vii)-1)



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Transaction Information



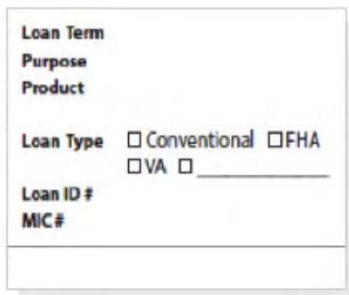
Transaction Information
Borrower
Seller
Lender

Figure 30: Transaction Information Table of the Closing Disclosure

- For **Transaction Information**, disclose the name of the consumer as **Borrower**, the name of the seller as **Seller**, and the name of the creditor as **Lender**. (§1026.38(a)(4))
- The name and address of each consumer and seller in the transaction must be disclosed. If there is **not** enough space to show the name and address of all consumers and sellers in the transaction, an additional **page may be used** and appended to the end of the **Closing Disclosure**. (Comment 38(a)(4)-1)

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Loan Information



Loan Term
Purpose
Product
Loan Type <input type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____
Loan ID #
MIC #

Figure 31: Loan Information Table of the Closing Disclosure

- For **Loan Information**, disclose the **Loan Term**, **Purpose**, **Product**, **Loan Type**, the creditor's loan identification number as **Loan ID #**, and mortgage insurance case number, if required by the creditor, as **MIC #** under the Loan Information subheading. (§ 1026.38(a)(5))
- The information disclosed for **Loan Term**, **Purpose**, **Product**, **Loan Type**, and **Loan ID #** are determined by the same definitions for those items on the **Loan Estimate**. (see section 2.2.1 above) These items should be updated to reflect the terms of the legal obligation at consummation. (Comment 38(a)(5)-1)

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Loan Terms (3.2.2)

The **Loan Terms** table on the **Closing Disclosure** discloses the same information required on the **Loan Estimate**, updated to reflect the actual terms of the legal obligation at consummation. (§1026.38(b))

Loan Terms		Can this amount increase after closing?
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments Below for Your Total Monthly Payment</i>	\$761.78	NO
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO

Figure 32: Loan Terms Table of the Closing Disclosure

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Projected Payments (3.2.3)

Projected Payments			
Payment Calculation	Years 1-7		Years 8-30
Principal & Interest		\$761.78	\$761.78
Mortgage Insurance	+	82.35	+
Estimated Escrow Amount Can Increase Over Time	+	206.13	+
Estimated Total Monthly Payment		\$1,050.26	\$967.91
Estimated Taxes, Insurance & Assessments <i>Amount Can Increase Over Time See Details on Page 4</i>	\$356.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association <small>See page 4 for escrowed property costs. You must pay for other property costs separately.</small>	
		In escrow? YES YES NO	

The **Projected Payments** table on the **Closing Disclosure** discloses the same information required to be disclosed on the **LE Projected Payments table**, updated to reflect the terms of the note.

(§1026.38(c);
Comment 38(c)-1)

Figure 33: Loan Terms Table of the Closing Disclosure

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Cash to Close (3.2.4)

The **Cash to Close** table discloses:

- The total amount disclosed as **Total Closing Costs** in the **Other Costs** table disclosed on page 2 of the **Closing Disclosure**. **Total Closing Costs** are also itemized to show the **Total Loan Costs**, the **Total Other Costs**, and **Lender Credits** from the **Total Closing Costs** subheading disclosed on page 2 of the **Closing Disclosure** (§1026.38(d)(1)(i)), and
- The estimated amount of cash the consumer will pay at, or receive from, closing as **Cash to Close**. This amount is the same as the **Cash to Close** calculated in the **Calculating Cash to Close** table on page 3 of the **Closing Disclosure**. (§1026.37(d)(1)(ii))

Cash to Close	
Cash to Close	\$14,272.35 Includes \$9,729.54 in Closing Costs (\$4,694.05 in Loan Costs + \$5,035.49 in Other Costs - \$0 in Lender Credits). See details on page 2.

Figure 34: Costs at Closing table of the Closing Disclosure

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Alternative Cash to Close (Refi with no Seller)

Disclose the **Alternative Costs at Closing** table for transactions **without a seller** where the **Alternative Estimated Costs at Closing** table was disclosed on the **Loan Estimate**. (see section 2.2.4 above; § 1026.38(d)(2))

Check boxes are used to indicate if the amount of cash is due from or paid to the consumer at consummation. (Comment 38(d)(2)-2)

If the **Alternative Costs at Closing** table is used, then the **Alternative Calculating Cash to Close** on page 3 of the **Closing Disclosure** must also be used. (Comment 38(d)(2)-1)

Cash to Close	
Cash to Close	\$4,675.66 Includes \$7,169.48 in Closing Costs (\$4,385.00 in Loan Costs + \$3,134.48 in Other Costs - \$350.00 in Lender Credits). See details on page 2.

Figure 35: Alternative Costs at Closing Table of the Closing Disclosure

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Closing Disclosure (3.3, Page 2)

- **Loan Costs and Other Costs**
- The number of items in the **Loan Costs** and **Other Costs** tables can be expanded and deleted to ensure that the **Loan Costs** and **Other Costs** tables fit onto page 2 of the **Closing Disclosure**. (§ 1026.38(t)(5)(iv)(A))
- Items required to be disclosed, even if they are **not** needed (such as **Points** in the **Origination Charges** subheading), cannot be deleted. (Comment 38(t)(5)(iv)-1)

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Closing Cost Details			
Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges			
01 1 % of Loan Amount (Points)		\$1,810.00	
02 Origination Fee	\$600.00		
03			
04			
05			
06			
07			
08			
B. Services Borrower Did Not Shop For			
01 Appraisal Fee		\$200.00	
02 Appraisal Management Co. Fee		\$250.00	
03 Credit Report Fee			\$40.00
04 Flood Determination Fee		\$45.00	
05 Title - Title Search		\$400.00	
06 Title - Lender's Title Policy		\$1,115.00	
07 Title - Settlement Agent Fee		\$300.00	
08			
09			
10			
C. Services Borrower Did Shop For			
01 Pest Inspection Fee		\$100.00	
02 Survey Fee		\$125.00	
03			
04			
05			
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)			
Loan Costs Subtotals (A + B + C)	\$4,345.00	\$40.00	

Loan Costs

- Amounts paid for each item are disclosed:
- Indicate who paid:
 - Consumer
 - Seller
 - Others

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Closing Cost Details

Closing Cost Details			
Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges			
01 1 % of Loan Amount (Points)		\$1,810.00	
02 Origination Fee	\$600.00		
03			
04			
05			
06			
07			
08			
B. Services Borrower Did Not Shop For			
01 Appraisal Fee	to Value, Inc.	\$200.00	
02 Appraisal Management Co. Fee	to Vendors, Inc.	\$250.00	
03 Credit Report Fee	to Info, Inc.		\$40.00
04 Flood Determination Fee	to Info, Inc.	\$45.00	
05 Title - Title Search	to Zeta Title	\$400.00	
06 Title - Lender's Title Policy	to Zeta Title	\$1,115.00	
07 Title - Settlement Agent Fee	to Zeta Title	\$300.00	
08			
09			
10			
C. Services Borrower Did Shop For			
01 Pest Inspection Fee	to Pest, LLC	\$100.00	
02 Survey Fee	to Survey, LLC	\$125.00	
03			
04			
05			
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)			
Loan Costs Subtotals (A + B + C)	\$4,345.00	\$40.00	

Loan Costs

- For items paid by the consumer or seller, the amount paid at or before closing is also entered into the applicable columns. (§1026.38(f))
- To the extent that an individual item is paid by different parties to the transaction and both at and before closing, the amounts associated with an item can be entered in multiple columns. (§ 1026.38(f))
- The **Loan Costs** and **Other Costs** tables can be disclosed on 2 separate pages of the **Closing Disclosure**. (§1026.38(t)(5)(iv)(B)) When used, these pages are numbered page 2a and 2b. (Comment 38(t)(5)(iv)-3)
- Permissible change to the **Closing Disclosure**, see form H-25(H) of appendix H to Regulation Z.

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Loan Costs	Borrower Paid		Seller Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Figure 37: Loan Costs Table of the Closing Disclosure

Loan Costs (3.3.1)

The items to be disclosed in the **Loan Costs** table should generally be the same as they were disclosed on the **Loan Estimate** (see section 2.3.1 above), updated to reflect the terms of the legal obligation at consummation, except as specifically discussed below.

(§ 1026.38(f))

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Origination Charges – Loan Originator Compensation

- Loan originator compensation is disclosed as **Origination Charges**, even though loan originator compensation is **not** disclosed on the **Loan Estimate**.
- **All compensation paid to a loan originator that is a third-party** associated with the transaction, regardless of the party that pays the compensation, **must be disclosed**.
- Compensation from the consumer to a third-party loan originator is designated as **Borrower-Paid At Closing or Before Closing** on the **Closing Disclosure**. (§1026.38(f)(1); Comment 38(f)(1)-2)

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$1,802.00				
01 0.25 % of Loan Amount (Points)	\$405.00				
02 Application Fee	\$300.00				
03 Underwriting Fee	\$1,097.00				
04					

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Origination Charges – LO Compensation

- Compensation from the creditor to a third-party loan originator is designated as **Paid by Others** on the **Closing Disclosure**. (Comment 38(f)(1)-(2))
- A designation of **(L)** can be listed with the amount to indicate that the **creditor pays** the compensation at consummation.
 - “(L),” to the **left of the amount** in the column designates charges paid by the creditor pursuant to the legal obligation between the creditor and consumer.
- Compensation **paid by creditor to a third-party LO** is designated as **paid by others** on the **Closing Disclosure**. LO Compensation to a third-party from **both** the consumer and the creditor is prohibited
- LO comp from the creditor to the third-party LO is the same as the third party **comp included in points and fees** to determine consumer’s ATR. (Comment 38(f)(1)-3)
- Compensation to individual LO is not calculated or disclosed on the **Closing Disclosure**. (Comment 38(f)(1)-3)

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Services the Consumer Did & Did Not Shop For

- Items that the consumer could have shopped for, but did **not**, are disclosed in the **Services Borrower Did Not Shop For** subheading, regardless of where the item was disclosed on the **Loan Estimate**. (§ 1026.38(f)(2))
- When a consumer chooses a provider that was on the **Written List of Providers** for a service, that service is listed as **Services Borrower Did Not Shop For** in the **Closing Disclosure Loan Costs** table. (§ 1026.38(f)(2); Comment 38(f)(3)-1)
- Items disclosed as **Services Borrower Did Shop For** and **Services Borrower Did Not Shop For** are **re-alphabetized** when an item is added to or removed from the **Closing Disclosure**, when compared to the **Loan Estimate**.
- Refer to the descriptions used in the LE instructions for details about CD disclosure.

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Services You CANNOT Shop For



B. Services You Cannot Shop For	\$635
Appraisal Fee	\$425
Credit Report Fee	\$30
Flood Determination Fee	\$25
Flood Monitoring Fee	\$45
Tax Monitoring Fee	\$65
Tax Status Research Fee	\$45

Figure 10: Services You Can Not Shop For Table of the Loan Estimate

- **Services You Cannot Shop For** are items provided by persons **other than the creditor or mortgage broker** that the consumer cannot shop for and will pay for at settlement. (§1026.37(f)(2))
- Items listed as **Services You Cannot Shop For** must use terminology that describes each item, and **disclose them in alphabetical order**. (§1026.37(f)(5))

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Examples of Services You CANNOT Shop For

- **Services You Cannot Shop For** might include:
 - Appraisal fee,
 - Appraisal management company fee,
 - Credit report fee,
 - Flood determination fee,
 - Government funding fee (such as a VA or USDA guarantee fee, or any other fee paid to a government entity as part of a governmental loan program),
 - Homeowner's association certification fee,
 - Lender's attorney fee,
 - Tax status search fee,
 - Third-party subordination fee,
 - Title – lender's title insurance policy, and
 - An upfront mortgage insurance fee (unless the fee is a prepayment of future premiums or a payment into an escrow account). (Comment 37(f)(2)-2)



45

Services You CANNOT Shop For

- Describe services related to the issuance of **title insurance policies** with the word **Title** – at the beginning of the item. (Comment 37(f)(2)-3)
- Items that are required for the issuance of title insurance policies may include:
 - Examination and evaluation of title evidence to determine insurability of the title and what items to include or exclude in title commitment and policy to be issued,
 - Preparation and issuance of the title commitment or other document that discloses the status of title, identifies conditions that must be met before policy will be issued, and obligates insurer to issue a policy of title insurance if conditions are met,
 - Resolution of title underwriting issues and taking steps needed to satisfy any conditions for the issuance of title insurance policies,
 - Preparation and issuance of the title insurance policies, and
 - Payment of premiums for any lender's title insurance coverage. (Comment 37(f)(2)-3)



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Services You CANNOT Shop For

B. Services You Cannot Shop For	\$672
Appraisal Fee	\$405
Credit Report Fee	\$30
Flood Determination Fee	\$20
Flood Monitoring Fee	\$32
Tax Monitoring Fee	\$75
Tax Status Research Fee	\$110



- The amount of the premium for the lender's title insurance coverage must be disclosed without any adjustment to the premium that might be made for the simultaneous purchase of an owner's title insurance policy. (Comment 37(f)(2)-4)
- Disclose no more than 13 **Services You Cannot Shop For**. (§1026.37(f)(2)(ii))
- If there are more than 13, disclose the total amount of the items that exceed 12 with the label **Additional Charges**.
- An addendum to the **Loan Estimate** cannot be used to disclose the additional items. (§1026.37(f)(6)(i))

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Services You CAN Shop For

C. Services You Can Shop For	\$1,921
Pest Inspection Fee	\$125
Survey Fee	\$150
Title – Courier Fee	\$32
Title – Lender's Title Policy	\$665
Title – Settlement Agent Fee	\$325
Title – Title Search	\$624



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Services You CAN Shop For

C. Services You Can Shop For	\$2,040
Pest Inspection Fee	\$100
Survey Fee	\$125
Title – Search	\$400
Title – Lender's Title Policy	\$1,115
Title – Settlement Agent Fee	\$300

Figure 11: Services You Can Shop For Table of the Loan Estimate

- **Services You Can Shop For** are provided by persons other than the creditor or mortgage broker and are services that the consumer can shop for and will pay for at settlement. (§1026.37(f)(3))
- Items listed as **Services You Can Shop For** must use terminology that describes each item and disclose them in alphabetical order. (§1026.37(f)(5))
- A creditor permits a consumer to shop for an item if the creditor permits the consumer to select the provider of that item, subject to reasonable requirements (such as appropriate licensing of the provider). (§ 1026.19(e)(1)(vi)(A); Comment 19(e)(1)(vi)-1)

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Services You CAN Shop For

C. Services You Can Shop For	\$2,040
Pest Inspection Fee	\$100
Survey Fee	\$125
Title – Search	\$400
Title – Lender's Title Policy	\$1,115
Title – Settlement Agent Fee	\$300

- **Services You Can Shop For** might include:
 - Pest inspection fee,
 - Survey fee,
 - Title – closing agent fee, and
 - Title – closing protection letter fee. (Comment 37(f)(3)-2)
- Describe services related to the issuance of title insurance policies with the word **Title** – at the beginning of the item. (Comment 37(f)(2)-3)
- Items that are required for the issuance of title insurance policies may include:
 - Examination and evaluation of title evidence to determine insurability of the title being examined and what items to include or exclude in title commitment and policy to be issued.
 - Preparation and issuance of the title commitment or other document that discloses the status of title, identifies the conditions that must be met before the policy will be issued, and obligates the insurer to issue a policy of title insurance if such conditions are met.

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Services You CAN Shop For

[continued from previous page]

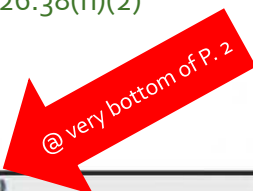


- Items that are required for issuance of title insurance policies may include (continued):
 - Resolution of title underwriting issues and taking steps needed to satisfy any conditions for the issuance of title insurance policies,
 - Preparation and issuance of the title insurance policies, and
 - Payment of premiums for any lender's title insurance coverage. (Comment 37(f)(3)-3)
- The creditor must disclose premium amount for the lender's title insurance coverage without any adjustment to the premium that might be made for the simultaneous purchase of an owner's title insurance policy. (Comment 37(f)(3)-3)
- Disclose no more than 14 **Services You Can Shop For**. (§ 1026.37(f)(3)(ii))
- If there are more than 14 **Services You Can Shop For**, disclose the total amount of the items that exceed 13 with the label **Additional Charges**. (§ 1026.37(f)(6)(ii)(B))
- An addendum to the **Loan Estimate** can be used to disclose the additional items.

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Total Loan Costs

- The amounts that are designated as **Borrower-Paid At or Before Closing** are subtotaled as **Total Loan Costs (Borrower-Paid)**. (§ 1026.38(f)(5))
- The amounts designated **Seller-Paid At or Before Closing** and **Paid by Others** are not subtotaled as **Total Loan Costs (Borrower-Paid)**. (Comment 38(f)(5)-1)
- The subtotal of charges that are **Seller-Paid At or Before Closing** and **Paid by Others** is disclosed under §1026.38(h)(2)



	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$9,729.54				
Closing Costs Subtotals (D + I)	\$9,699.74	\$29.80	\$2,800.00	\$750.00	\$405.00
Lender Credits					

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Other Costs (3.3.2)

The items to be disclosed in the **Other Costs** table should be disclosed as they would be disclosed on the **Loan Estimate** (see section 2.3.2 above), updated to reflect the terms of the legal obligation and real estate transaction at consummation, except as specifically discussed below. (§1026.38(g))

Other Costs		Deed:		Mortgage:					
E. Taxes and Other Government Fees									
01	Recording Fees								
F. Prepaids									
01	Homeowner's Insurance Premium (mo.)								
02	Mortgage Insurance Premium (mo.)								
03	Prepaid Interest (per day from to)								
04	Property Taxes (mo.)								
G. Initial Escrow Payment at Closing									
01	Homeowner's Insurance	per month for	mo.						
02	Mortgage Insurance	per month for	mo.						
03	Property Taxes	per month for	mo.						
H. Other									
I. TOTAL OTHER COSTS (Borrower-Paid)									
Other Costs Subtotals (E + F + G + H)									
J. TOTAL CLOSING COSTS (Borrower-Paid)									
Closing Costs Subtotals (D + B)									
Lender Credits									

Figure 38: Other Costs Table of the Closing Disclosure

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Other Costs (3.3.2) Taxes & Other Government Fees

Taxes and Other Government Fees:

- An itemization of **Transfer Taxes** paid by the consumer and the seller is disclosed under the heading **Taxes and Other Government Fees**, instead of the sum total of **Transfer Taxes** to be paid by the consumer. (§ 1026.38(g)(1))

Other Costs		Borrower-Paid		Seller-Paid	
		At Closing	Before Closing	At Closing	Before Closing
E. Taxes and Other Government Fees		\$85.00			
01	Recording Fees	Deed: \$40.00	Mortgage: \$45.00	\$85.00	
02	State Transfer Tax				\$950.00

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Other Costs (3.3.2) F. Prepays

	Borrower-Paid	
	At Closing	Before Closing
F. Prepays	\$2,138.24	
01 Homeowner's Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96	
02 Mortgage Insurance Premium (mo.)		
03 Prepaid Interest \$17.44 per day from 9/14/12 to 10/1/12	\$296.48	
04 Property Taxes (6 mo.) to Any County USA	\$631.80	
05		

- **Prepays** are items to be paid by the consumer in advance of the first scheduled payment of the loan. (§ 1026.38(g)(2))
- **Prepays** are:
 - Homeowner's Insurance Premium,
 - Mortgage Insurance Premium,
 - Prepaid Interest,
 - Property Taxes, and
 - A maximum of 3 additional items.
- Each item must include the applicable **time period** covered by the amount to be paid by the consumer and the **total amount to be paid**.

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Other Costs (3.3.2) G. Initial Escrow Payment at Closing

- **Property Taxes** paid during different time periods can be disclosed as separate items. (§1026.38(g)(3))
 - Ex: General property taxes assessed for January 1 to December 31 and property taxes to fund schools for November 1 to October 31 can be disclosed as separate items. (Comment 38(g)(3)-3)
- The last item disclosed in the **Initial Escrow Payment at Closing** is the **Aggregate Adjustment**. (§1026.38(g)(3)) The Aggregate Adjustment is calculated under Reg X. (§ 1024.17(d)(2); Comment 38(g)(3)-2)

	Borrower-Paid	
	At Closing	Before Closing
G. Initial Escrow Payment at Closing	\$412.25	
01 Homeowner's Insurance \$100.83 per month for 2 mo.	\$201.66	
02 Mortgage Insurance per month for mo.		
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60	
04		
05		
06		
07		
08 Aggregate Adjustment	- 0.01	

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Other Costs (3.3.2) H. Other Costs

- Items are disclosed as **Other** to reflect costs incurred by the consumer or seller that were **not** required to be disclosed on the **Loan Estimate**. (§ 1026.38(g)(4); Comment 38(g)(4)-1)
- These costs include:
 - Real estate brokerage fees,
 - Homeowner or condominium association fees paid at consummation,
 - Home warranties,
 - Inspection fees, and
 - Other fees paid at closing that are **not** required by the creditor or otherwise required to be disclosed elsewhere on the **Closing Disclosure**.
- The amount of an earnest money deposit does **not** affect the amount of real estate commissions paid by the consumer or seller on the **Closing Disclosure**, even if the earnest money deposit is held by the real estate brokerage. (Comment 38(g)(4)-1 and -4)

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Other Costs: H. Other Costs

	Borrower-Paid		Seller-Paid	
	At Closing	Before Closing	At Closing	Before Closing
H. Other Costs	\$2,400.00			
01 Real Estate Commission to Alpha Real Estate Broker			\$700.00	
02 Real Estate Commission to Omega Real Estate Broker			\$700.00	
03 Title – Owner’s Title Insurance to Epsilon Title Co.	\$1,000.00			
04 HOA Capital Contribution to HOA Acre Inc.	\$500.00			
05 HOA Dues Oct. 2012 to HOA Acre Inc.	\$150.00			
06 Home Inspection Fee to Engineers Inc.	\$750.00			\$750.00
07 Home Warranty Fee to XYZ Warranty Inc.			\$450.00	
08				

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Other Costs (3.3.2) [E + F + G + H]

Total Other Costs and Total Closing Costs

- The total of all closing costs paid by the consumer, reduced by the **Lender Credit**, is disclosed as **Total Closing Costs (Borrower-Paid)**. (§ 1026.38(h)(1)) The total of items designated as **Borrower-Paid At or Before Closing**, **Seller-Paid At or Before Closing**, and **Paid by Others** are disclosed as **Closing Cost Subtotals**. (§ 1026.38(h)(2)) Lastly, the total amount of **Lender Credits**, if any, are disclosed and designated as **Borrower-Paid At Closing**. (§ 1026.38(h)(3))

	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
I. TOTAL OTHER COSTS (Borrower-Paid)	\$5,035.49				
Other Costs Subtotal (E + F + G + H)	\$5,035.49				
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$9,729.54				
Closing Costs Subtotals (D + I)	\$9,699.74	\$29.80	\$2,800.00	\$750.00	\$405.00
Lender Credits					

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Other Costs (3.3.2) Lender Credits

- All general lender credits, regardless of their reason or source, are included as **Lender Credits**. (Comment 38(h)(3)-1)
- If **Lender Credit** is attributable to a charge listed on **Closing Disclosure** page 2, the amount should be listed with the item and designated as **Paid By Others**. (Comment 38(h)(3)-1)
 - A designation of **(L)** can be listed with the amount to indicate creditor pays the item at consummation.
- The creditor should include the amount of any offset to resolve an excess charge (**cure**) by the creditor as **Lender Credits**. (§ 1026.38(h)(3))
- A **statement that such an amount is paid by the creditor to offset an excess charge**, with funds other than closing funds, is also included as part of **Lender Credits**. (Comment 38(h)(3)-2; see form H-25(F) of Appendix H to Reg Z for example.)

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Lender Credits

Cash to Close

Page 1

Cash to Close

\$4,675.66

Includes \$7,169.48 in Closing Costs (\$4,385.00 in Loan Costs + \$3,134.48 in Other Costs - \$350.00 in Lender Credits). See details on page 2.

(3) The amount described in §1026.37(g)(6)(ii) as a negative number, labeled "Lender Credits" and designated borrower-paid at closing

If a refund is provided per §1026.19(f)(2)(v), a statement that this amount includes a credit for an amount that exceeds the limitations on increases in closing costs under §1026.19(e)(3), and the amount of such credit under §1026.19(f)(2)(v).

Page 2

I. TOTAL OTHER COSTS (Borrower-Paid)	\$3,134.48	
Other Costs Subtotal (E + F + G + H)	\$3,134.48	
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$7,169.48	
Closing Costs Subtotal (D + I)	\$7,479.48	\$40.00
Lender Credits	-\$350.00	

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Lender Credit for Excess over Estimate

- Credits from the creditor to offset an amount charged in excess of the limitations described in § 1026.19(e)(3) are disclosed pursuant to § 1026.38(h)(3), along with a statement that such amount was paid to offset an excess charge, with funds other than closing funds.
- If an excess charge to the consumer is discovered after consummation and a refund provided, the corrected disclosure must be provided to the consumer under § 1026.19(f)(2)(v). For an example, see form H-25(F) of appendix H to this part.

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Estimate	Final	Did this change?
Total Closing Costs (J)	\$7,397.00	\$7,169.48	YES - See Total Loan Costs (D) and Total Other Costs (I) - Increase exceeds legal limits by \$100
Closing Costs Paid Before Closing	\$0	-\$40.00	YES - You paid these Closing Costs before closing
Closing Costs Financed (Included in Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$0	\$0	NO
Funds for Borrower	\$0	-\$2,453.82	YES - After the disbursements below, the funds available to you have increased
Cash to Close	\$7,397.00	\$4,675.66	

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Closing Disclosure, Page 3

Calculating Cash to Close			
Use this table to see what has changed from your Loan Estimate.			
	Loan Estimate	Final	Did this change?
Total Closing Costs (J)			
Closing Costs Paid Before Closing			
Closing Costs Financed (Included in Loan Amount)			
Down Payment/Funds from Borrower			
Discount			
Funds for Borrower			
Seller Credits			
Adjustments and Other Credits			
Cash to Close			

Borrower's Transaction		Seller's Transaction	
Use this table to see a summary of your transaction.		Use this table to see a summary of your transaction.	
II. Due from Borrower at Closing		II. Due to Seller at Closing	
01. Sale Price of Property		01. Sale Price of Property	
02. Sale Price of Any Personal Property Included in Sale		02. Sale Price of Any Personal Property Included in Sale	
03. Closing Costs Paid at Closing (J)		03. Closing Costs Paid at Closing (J)	
04.		04.	
05.		05.	
06.		06.	
07.		07.	
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100.		100.	

- Calculating Cash to Close
 - "Use this table to see what has changed from your Loan Estimate."
 - Itemized listing with 3 headings:
 - Estimate
 - Final
 - Did this change?
- Disbursements to Others
 - "Use this table to see a list of payments from your loan funds."

Closing Disclosure (3.4) Page 3

- Calculating Cash to Close table and Summaries of Transaction table are disclosed on page 3.
- "Use this table to see what has changed from your Loan Estimate"
- "Did this change?" disclosed more prominently than the other disclosures

Calculating Cash to Close			
Use this table to see what has changed from your Loan Estimate.			
	Estimate	Final	Did this change?
Total Closing Costs (J)	\$7,397.00	\$7,169.48	YES - See Total Loan Costs (D) and Total Other Costs (I) - Increase exceeds legal limits by \$100
Closing Costs Paid Before Closing	\$0	-\$40.00	YES - You paid these Closing Costs before closing
Closing Costs Financed (Included in Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$0	\$0	NO
Funds for Borrower	\$0	-\$2,453.82	YES - After the disbursements below, the funds available to you have increased
Cash to Close	\$7,397.00	\$4,675.66	

Transactions Without A Seller

- For Transactions without a seller, a Payoffs and Payments table may be substituted for the Summaries of Transactions table and placed before the Alternative Calculating Cash to Close table.
- (See Figure 40; form H-25(J) of Appendix H to Reg Z)

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.		
	Loan Estimate	Final	Did this change?	
Loan Amount				
Total Closing Costs (J)				
Closing Costs Paid Before Closing				
Total Payoffs and Payments (K)				
Cash to Close			<input type="checkbox"/> From <input type="checkbox"/> To Borrower	<input type="checkbox"/> From <input type="checkbox"/> To Borrower
			Closing Costs Financed (Paid from your Loan Amount)	

Figure 40: Alternative Closing Disclosure

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Calculating Cash to Close (3.4.1)

The Calculating Cash to Close table has 9 items listed in the table:

- Total Closing Costs,
- Closing Costs Paid Before Closing,
- Closing Costs Financed (Paid from your Loan Amount),
- Down Payment/Funds from Borrower,
- Deposit,
- Funds for Borrower,
- Seller Credits,
- Adjustments and Other Credits, and
- Cash to Close.

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.		
	Loan Estimate	Final	Did this change?	
Total Closing Costs (J)				
Closing Costs Paid Before Closing				
Closing Costs Financed (Paid from your Loan Amount)				
Down Payment/Funds from Borrower				
Deposit				
Funds for Borrower				
Seller Credits				
Adjustments and Other Credits				
Cash to Close				

Figure 41: Calculating Cash to Close Table of the Closing Disclosure

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Calculating Cash to Close (3.4.1)

- The table has 3 columns to disclose the amount for each item as it was disclosed on the **Loan Estimate** (see section 2.3.3 above), the **Final** amount for the item, and an answer to the question **Did this change?** (§ 1026.38(i))
- The statement of whether the estimated and final amounts are different, stated as a “**YES**” or “**NO**” in **capital letters and in boldface font**, under the subheading “Did this change?”
- Generally, the amount disclosed in the **Loan Estimate** column is the same as the amount disclosed on the **Loan Estimate** or a revised **Loan Estimate**. The amounts disclosed in the **Loan Estimate** column are **rounded to the nearest dollar** in order to match the corresponding amount disclosed on the **Loan Estimate’s Calculating Cash to Close** table. (Comment 38(i)-2)
- The amounts in the **Final** column are calculated using the same methods that were used for the **Calculating Cash to Close** table on the **Loan Estimate**, except that the amounts used to determine the amounts are the amounts disclosed on the **Closing Disclosure** or determined at consummation. (Comment 38(i)-2)

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When the Estimate Changed

- When the answer to the question **Did this change?** is **Yes**, indicate where consumer can find the amounts that have changed on the **Loan Estimate**. For example, if the **Seller Credit** amount changed, the creditor can indicate that the consumer should “See Seller Credits in **Section L**.” (Comment 38(i)-3)

Calculating Cash to Close	Use this table to see what has changed from your Loan Estimate.		
	Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,054.00	\$9,729.54	YES - See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	-\$29.80	YES - You paid these Closing Costs before closing
Closing Costs Financed (Included in Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	-\$10,000.00	-\$10,000.00	NO
Funds for Borrower			NO
Seller Credits	\$0	-\$2,500.00	YES - See Seller Credits in Section L
Adjustments and Other Credits	\$0	-\$927.39	YES - See details in Sections K and L
Cash to Close	\$16,054.00	\$14,272.35	

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Closing Disclosure, Page 3

- Disbursements to Others
 - "Use this table to see a list of payments from your loan funds."

Disbursements to Others		Use this table to see a list of payments from your loan funds.
TO		AMOUNT
01	Rho Servicing to pay off existing loan	\$118,546.18
02		
03		
Total Disbursement to Others		\$118,546.18

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Section L: Deposits & Seller Credit

Deposits

In all transactions **other than a purchase** transaction, the amount required to be disclosed is \$0.
 In a **purchase transaction** in which no such deposit is paid in connection with the transaction, the amount required to be disclosed is \$0.

L. Paid Already by or on Behalf of Borrower at Closing		\$175,512.39
01	Deposit	\$10,000.00
02	Borrower's Loan Amount	\$162,000.00
03	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	\$2,500.00
Other Credits		
06	Rebate from Epsilon Title Co.	\$750.00
07		
Adjustments		
08		
09		
10		
11		
Adjustments for Items Unpaid by Seller		
12	City/Town Taxes 7/1/12 to 9/14/12	\$262.39
13	County Taxes to	
14	Assessments to	
15		

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Calculating Cash to Close (3.4.1)

Total Closing Costs

- In the **Final** column, **Total Closing Costs** is the same amount as the amount disclosed as **Total Closing Costs (Borrower-Paid)** on page 2 of the **Closing Disclosure**. (see section 3.2.4 above; § 1026.38(i)(1)(ii)) When the amount in the **Final** column is different from the amount in the **Loan Estimate** column, indicate that the consumer should see the **Total Loan Costs** or **Total Other Costs** tables, as applicable, on page 2 of the **Closing Disclosure**. (§ 1026.38(i)(1)(iii)(A)(2))

Increases in Total Closing Costs That Exceed the Legal Limits

- When the increase in Total Closing Costs exceeds the legal limits, disclose a statement that an increase in closing costs exceeds the legal limits by the dollar amount of the excess in the **Did this change?** column. (§ 1026.38(i)(1)(iii)(A)(3)) A statement directing the consumer to the **Lender Credit** on page 2 must also be included if a credit to the consumer at closing for the excess amount is provided by the creditor. (Comment 38(i)(1)(iii)(A)-3)

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Calculating Cash to Close (3.4.1)

Closing Costs Paid Before Closing

- The amount disclosed in the **Loan Estimate** column for the **Closing Costs Paid Before Closing** item is \$0. (§ 1026.38(i)(2)(i)) The **Final** column should disclose the same amount designated as **Borrower-Paid Before Closing** in the **Closing Costs Subtotals** of the **Other Costs** table on **Closing Disclosure**, page 2.

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.		
	Estimate	Final	Did this change?	
Total Closing Costs (I)	\$8,054.00	\$9,729.54	YES	• See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	-\$29.80	YES	• You paid these Closing Costs before closing
Closing Costs Financed (Included in Loan Amount)	\$0	\$0	NO	
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO	
Deposit	-\$10,000.00	-\$10,000.00	NO	
Funds for Borrower			NO	
Seller Credits	\$0	-\$2,500.00	YES	• See Seller Credits in Section L
Adjustments and Other Credits	\$0	-\$927.39	YES	• See details in Sections K and L
Cash to Close	\$16,054.00	\$14,272.35		

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H-25(F) Closing Disclosure – Refinance Sample (19(e)(3) Violation)

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Estimate	Final	Did this change?
Total Closing Costs (J)	\$7,397.00	\$7,169.48	YES • See Total Loan Costs (D) and Total Other Costs (I) • Increase exceeds legal limits by \$100
Closing Costs Paid Before Closing	\$0	-\$40.00	YES • You paid these Closing Costs before closing
Closing Costs Financed (Included in Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$0	\$0	NO
Funds for Borrower	\$0	-\$2,453.82	YES • After the disbursements below, the funds available to you have increased
Cash to Close	\$7,397.00	\$4,675.66	

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Alternative Calculating Cash to Close Table for Transaction Without a Seller

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Loan Estimate	Final	Did this change?
Loan Amount			
Total Closing Costs (J)			
Closing Costs Paid Before Closing			
Total Payoffs and Payments (K)			
Cash to Close			
	<input type="checkbox"/> From <input type="checkbox"/> To Borrower	<input type="checkbox"/> From <input type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount)

- Disclose an **Alternative Calculating Cash to Close** table for transactions without a seller when the **Alternative Calculating Cash to Close** table was used on the **Loan Estimate**.
- The **Alternative Calculating Cash to Close** table has five items listed in the table:
 - Loan Amount,
 - Total Closing Costs,
 - Closing Costs Paid Before Closing,
 - Total Payoffs and Payments, and
 - Cash to Close.

Figure 42: Alternative Calculating Cash to Close Table of the Closing Disclosure

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Alternative Calculating Cash to Close Table for Transaction Without a Seller

- The table has three columns to disclose the amount for each item as it was disclosed on the **Loan Estimate**, the **Final** amount for the item, and an answer to the question **Did this change?** (§1026.38(e))
- In addition, disclose **Closing Costs Financed (Paid from your Loan Amount)** in the third column of the **Final** item. (§ 1026.38(e)(6))
- Except as discussed below, the amount disclosed in the **Loan Estimate** column is the same as the amount disclosed on the **Loan Estimate** or a revised **Loan Estimate**.
- The amounts disclosed in the **Loan Estimate** column are rounded to the nearest dollar in order to match the corresponding amount disclosed on the **Loan Estimate's Calculating Cash to Close** table. (Comment 38(e)-3)

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Alternative Calculating Cash to Close Table for Transaction Without a Seller

Loan Amount

- **Loan Amount** should have the same amount disclosed, as a positive number, in the **Final** column as the **Loan Amount** in the **Loan Terms** table on page 1 of the **Closing Disclosure**. (§1026.38(e)(1)(ii))

Total Closing Costs

- **Total Closing Costs** should have the same amount disclosed in the **Final** column as the amount disclosed as **Total Closing Costs (Borrower-Paid)** on page 2, as a negative number. (§1026.38(e)(2)(ii))
- When the amount in the **Final** column is different from the amount in the **Loan Estimate** column, the creditor should indicate that the consumer should see the **Total Loan Costs** or **Total Other Costs** subheadings, as applicable, on page 2 of the **Closing Disclosure**. (§1026.38(e)(2)(iii)(A)(2))

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Alternative Calculating Cash to Close Table for Transaction Without a Seller

Increase in Total Closing Costs That Exceed The Legal Limit

- When the increase in Total Closing Costs exceeds the legal limits, disclose a statement that an increase in closing costs exceeds the legal limits by the dollar amount of the excess in the **Did this change?** column. (§ 1026.38(i)(1)(iii)(A)(3)) A statement directing the consumer to the **Lender Credit on Closing Disclosure** page 2 must also be included if a credit to the consumer at closing for the excess amount is provided by the creditor. (Comment 38(i)(1)(iii)(A)-3)

Closing Costs Paid Before Closing

- For **Closing Costs Paid Before Closing**, disclose \$0 in the **Loan Estimate** column. (§1026.38(e)(3)(i))
- The **Final** column should disclose the same amount designated as **Borrower-Paid Before Closing** in the **Closing Costs Subtotals** of the **Other Costs** table on **Closing Disclosure** page 2, as a positive number. (§ 1026.38(e)(3)(ii))

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Alternative Calculating Cash to Close Table for Transaction Without a Seller, cont.

Total Payoffs and Payments

- **Total Payoffs and Payments**, should have the same amount in the **Final** column as the amount disclosed as **Total Payoffs and Payments** from the **Payoffs and Payments** table on page 3, as a negative number. (§ 1026.38(e)(4)(ii))

Cash to Close

- **Cash to Close** discloses the sum of **Loan Amount**, **Total Closing Costs**, **Closing Costs Paid Before Closing**, and **Total Payoffs and Payments** in the **Loan Estimate** and **Final** columns, with indications of whether the totals are due to or from the consumer. (§ 1026.38(e)(5)(ii))

Closing Costs Financed (Paid from your Loan Amount)

- **Closing Costs Financed (Paid from your Loan Amount)** is the sum of the amounts in the **Final** column of the **Loan Amount** and **Total Payoffs and Payments**. However, the amount is disclosed only if the sum is greater than zero and no larger than the **Total Closing Costs** (deducting the amount in the **Final** column of **Closing Costs Paid Before Closing**). (§ 1026.38(e)(6))

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Integrated Disclosure: Closing Disclosure

Borrower's Transaction		Seller's Transaction	
K. Due from Borrower at Closing \$189,784.74		M. Due to Seller at Closing \$180,085.00	
01 Sale Price of Property	\$180,000.00	01 Sale Price of Property	\$180,000.00
02 Sale Price of Any Personal Property Included in Sale		02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (1)	\$9,699.74	03 Closing Costs Paid at Closing (1)	
Adjustments		Adjustments	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes to		08 City/Town Taxes to	
09 County Taxes to		09 County Taxes to	
10 Assessments to		10 Assessments to	
11 HOA Dues 9/14/12 to 9/30/12	\$85.00	11 HOA Dues 9/14/12 to 9/30/12	\$85.00
L. Paid Already by or on Behalf of Borrower at Closing \$175,512.39		N. Due from Seller at Closing \$115,562.39	
01 Deposit	\$10,000.00	01 Excess Deposit	\$10,000.00
02 Borrower's Loan Amount	\$162,000.00	02 Closing Costs Paid at Closing (1)	\$2,800.00
03 Existing Loan(s) Assumed or Taken Subject to		03 Existing Loan(s) Assumed or Taken Subject to	
04 Seller Credit	\$2,500.00	04 Payoff of First Mortgage Loan	\$100,000.00
Other Credits		Other Credits	
05 Rebate from Equilon Title Co.	\$750.00	05 Payoff of Second Mortgage Loan	
Adjustments		Adjustments	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12 City/Town Taxes 7/1/12 to 9/14/12	\$262.39	12 City/Town Taxes 7/1/12 to 9/14/12	\$262.39
13 County Taxes to		13 County Taxes to	
14 Assessments to		14 Assessments to	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)	\$189,784.74	Total Due to Seller at Closing (M)	\$180,085.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$175,512.39	Total Due from Seller at Closing (N)	\$115,562.39
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$14,272.35	Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$64,522.61

Summaries of Transactions (3.4.3)

- Use the **Summaries of Transactions** table to disclose the amounts associated with the real estate purchase transaction between the consumer and seller, together with closing costs, in order to disclose the **amounts due from or payable to the consumer and seller** at closing, as applicable. (§ 1026.38(j),(k))
- A separate **Closing Disclosure** can be provided to the **consumer and the seller** that do not reflect the other party's costs and credits by omitting certain disclosures on each separate **Closing Disclosure**. (§1026.38(t)(5)(v),(vi),(ix))

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Summaries of Transactions (3.4.3)

- In transactions **without a seller**, the creditor does not provide the **Seller's Transaction** column as part of the **Closing Disclosure**. (Comment 38(k)-1)
- A creditor can also decide to replace the **Summaries of Transactions** table with a **Payoffs and Payments** table when the **Alternative Cash to Close** and **Alternative Calculating Cash to Close** tables are used. (§ 1026.38(t)(5)(vii))
- Generally, the **Summaries of Transactions** table is similar to the Summary of Borrower's Transaction and Summary of Seller's Transaction tables on the HUD -1 Settlement Statement provided under Reg X prior to the TILA-RESPA rule.
- There are some modifications to the **Closing Disclosure** related to the handling of the disclosure of the consumer's **Deposit**, the disclosure of **Credits**, and other matters.

Disbursements to Others

- In transactions **without a seller**, the creditor does not provide the **Seller's Transaction** column as part of the **Closing Disclosure**.
- Creditor can also decide to replace the **Summaries of Transactions** table with a **Payoffs and Payments** table when the **Alternative Cash to Close** and **Alternative Calculating Cash to Close** tables are used.

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Loan Estimate	Final	Did this change?
Loan Amount			
Total Closing Costs (I)			
Closing Costs Paid Before Closing			
Total Payoffs and Payments (K)			
Cash to Close			
	<input type="checkbox"/> From <input type="checkbox"/> To Borrower Borrower	<input type="checkbox"/> From <input type="checkbox"/> To Borrower Borrower	Closing Costs Financed (Paid from your Loan Amount)

Disbursements to Others		Use this table to see a list of payments from your loan funds.
TO		AMOUNT
01	Rho Servicing to pay off existing loan	\$118,546.18
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		
13		
14		
15		
Total Disbursement to Others		\$118,546.18

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CLOSING DISCLOSURE

PAGE 3 OF 5 - LOAN ID # 123456789

Borrower's Transaction (3.4.4)

A creditor can work with a **Settlement Agent**, and the **Settlement Agent** can disclose the **Borrower's Transaction** column of the **Summaries of Transactions** table.

Any references to the creditor would apply to the settlement agent when the **Settlement Agent** discloses the **Borrower's Transaction** column. (§ 1026.19(f)(1)(v))

- The amount **Due from Borrower at Closing** is the sum of:
 - Sale Price of Property,
 - Sale Price of Any Personal Property Included in Sale,
 - Closing Costs Paid at Closing,
 - Other consumer charges,
 - Adjustments, and
 - Adjustments for Items Paid by the Seller in Advance, pursuant to the terms of the real estate sale contract. (§ 1026.38(j)(1))

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K. Due From Borrower at Closing

- **Personal Property** is defined by State law (e.g., carpets, drapes, appliances). Manufactured homes are **not** considered personal property for the **Closing Disclosure**. (Comment 38(j)(1)(ii)-1)
- **Closing Costs Paid at Closing** is the amount designated as **Borrower-Paid At Closing** on **Closing Disclosure, page 2**. (§1026.38(j)(1)(iv))
- Disclose other consumer charges owed by the consumer in the real estate closing **not** otherwise disclosed on page 2 of the **Closing Disclosure** as **Due from Borrower at Closing**. Examples include:
 - Amounts paid to any existing holders of liens on the property in a refinance transaction, and
 - Any outstanding real estate property taxes.
- These amounts are disclosed without a corresponding credit in the **Seller's Transaction** column. (Comment 38(j)(1)(v)-2)

BORROWER'S TRANSACTION	
K. Due from Borrower at Closing	
01	Sale Price of Property
02	Sale Price of Any Personal Property Included in Sale
03	Closing Costs Paid at Closing (J)
04	
Adjustments	
05	
06	
07	
Adjustments for Items Paid by Seller in Advance	
08	City/Town Taxes to
09	County Taxes to
10	Assessments to
11	HOA Dues to
12	
13	
14	
15	

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Due From Borrower at Closing

Adjustments due from the consumer to be paid to the seller are disclosed in **two** places.

- **First**, amounts owed by the consumer that are neither disclosed on **Closing Disclosure** page 2 nor specifically required to be disclosed as **Due from Borrower at Closing**. Examples of these amounts include:
 - A balance in a seller's reserve account transferred to the consumer in connection with an assumed loan,
 - Rent that the consumer will collect after closing for a period of time prior to the closing, and
 - The treatment of any tenant security deposit. (Comment 38(j)(1)(v)-1)
- **Second**, additional adjustments are disclosed along with the time-period associated with the adjustment. Examples include:
 - Taxes paid in advance for an entire year when the closing occurs prior to the expiration of the year,
 - Flood or hazard insurance premiums when the consumer is being substituted as an insured under the same policy,
 - Mortgage insurance in connection with an assumed loan,
 - Planned unit development or condominium association assessments paid in advance,
 - Fuel or other supplies on hand purchased by the seller which the consumer will use when the consumer takes possession of the property, and
 - Ground rent paid in advance by the seller. (Comment 38(j)(1)(x)-1)

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L. Paid Already By or on Behalf of Borrower at Closing

- The amount **Paid Already by or on Behalf of Borrower at Closing** is the sum of:
 - Deposit,
 - Loan Amount,
 - Existing Loan(s) Assumed or Taken Subject to,
 - Seller Credits,
 - Other Credits, and
 - Adjustments for Items Unpaid by Seller pursuant to the terms of the real estate sale contract.
- (§1026.38(j)(2))

L. Paid Already by or on Behalf of Borrower at Closing	
01	Deposit
02	Borrower's Loan Amount
03	Existing Loan(s) Assumed or Taken Subject to
04	Second Loan (Principal Balance \$100,000) \$96,500.00
05	Seller Credit
Other Credits	
06	
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12	City/Town Taxes to
13	County Taxes to
14	Assessments to
15	
16	
17	

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Paid Already By or on Behalf of Borrower at Closing

- **Deposit** is the amount paid into a trust account by the consumer pursuant to a contract of sale. (Comment 38(j)(2)(ii)-1) If the **Deposit** has been applied toward a closing cost paid by the consumer, the amount so applied should be deducted from the amount of the **Deposit**. (Comment 38(j)(2)(ii)-2) No deduction in the amount of the **Deposit** is to be made for the payment of any real estate commission disclosed on page 2 of the **Closing Disclosure**. (Comment 38(g)(4)-4)
- **Existing Loan(s) Assumed** is the total amount of all loans that the consumer is assuming in the transaction, even if more than one loan is being assumed. (Comment 38(j)(2)(iv)-1)
- **Seller Credits** include any general credit to the consumer from the seller and includes a seller making an allowance to the consumer for items to purchase separately. (§ 1026.38(j)(2)(v))
- If the seller's agreement is attributable to a charge listed on **Closing Disclosure** page 2, then the amount should be listed with the item and designated as **Seller-Paid at Closing** or **Seller-Paid Before Closing** on **Closing Disclosure** page 2. (Comment 38(j)(2)(v)-1)
- **Seller Credits** include any seller credits for issues identified at a walk-through of the **Property**. (Comment 38(j)(2)(v)-2)

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Paid Already By or on Behalf of Borrower at Closing

- **Other Credits** include a general credit from any party other than the seller or creditor. (§1026.38(j)(2)(vi))
 - Example is a credit a consumer receives from a real estate agent. A description of the credit and the name of the party giving the credit must also be included.
 - If the credit or rebate is attributable to a charge listed on page 2 of the **Closing Disclosure**, then the amount should be listed with the item and designated as **Paid by Others** on **Closing Disclosure** page 2. (Comment 38(j)(2)(vi)-1)
- **Other Credits** include any transferred escrow balance in a refinance transaction. (Comment 38(j)(2)(vi)-4)
- **Other Credits** also include a credit for any money or other payments made by family members associated with the transaction, along with a description of the nature of the funds. (Comment 38(j)(2)(vi)-5)
- Disclosure of **any amount paid with funds other than closing funds by a consumer** in connection with a **subordinate loan payoff** are disclosed with a statement that such amounts were paid with outside of closing funds. (Comment 38(j)(2)(vi)-3)

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Paid Already By or on Behalf of Borrower at Closing

- **Adjustments for Items Unpaid by Seller** are amounts due to the consumer to be paid by the seller and are disclosed in two places.
 - **First**, items are disclosed along with the time-period associated with the item. Examples include:
 - Taxes paid in arrears for an entire year when the closing occurs prior the start of the year,
 - Flood or hazard insurance premiums when the consumer is being substituted as an insured under the same policy,
 - Mortgage insurance in connection with an assumed loan,
 - Planned unit development or condominium assessments **not** yet paid, and
 - Ground rent **not** yet paid by the seller. (§1026.38(j)(2)(vii), (viii), (ix), (x))
 - **Second**, additional amounts owed by the seller that are **not** disclosed on page 2 or specifically included as **Due from Seller at Closing**. Examples of these amounts include:
 - Utilities used but **not** paid for by the seller,
 - Rent collected in advance by the seller for a period extending beyond the closing date, &
 - Interest on loan assumptions. (Comment 38(j)(2)(xi)-1)

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Cash to Close To or From Borrower

Under a subheading of Calculation:

- Disclose **Total Due from the Borrower at Closing** as a positive number.
- Disclose **Total Paid Already by or on Behalf of the Borrower at Closing** as a negative number. (§1026.38(j)(3))
- Disclose the **sum of Total Due from the Borrower at Closing and Total Paid Already by or on Behalf of the Borrower at Closing**.
- Disclose the sum as **Cash to Close From Borrower** when the sum is a **positive number**, and disclose the sum as **Cash to Close To Borrower** when the result is a **negative number**.
- (Comment 38(j)(3)(iii)-2)

CALCULATION	
Total Due from Borrower at Closing (K)	+ \$189,784.74
Total Paid Already by or on Behalf of Borrower at Closing (L)	- \$175,512.39
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$14,272.35

*Always write sum
← as a positive #.*

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Seller's Transactions (3.4.5)

The **Settlement Agent** completes and discloses the **Seller's Transaction** column of the **Summaries of Transactions** table. (§ 1026.19(f)(4))

Due to Seller at Closing

- Disclose the amount **Due to Seller at Closing** as the sum of:
 - The Sale Price of the Property,
 - Sale Price of Any Personal Property Included in Sale,
 - Adjustments, and
 - Adjustments for Items Paid by Seller in Advance due to the seller pursuant to the terms of the real estate sales contract. (§ 1026.38(k)(1))

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Seller's Transactions

SELLER'S TRANSACTION

M. Due to Seller at Closing

01	Sale Price of Property	
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		
08		

Adjustments for Items Paid by Seller in Advance

09	City/Town Taxes	to
10	County Taxes	to
11	Assessments	to
12	HOA Dues	to
13		
14		
15		
16		

Personal Property is defined by state law, but could include such items as carpets, drapes, and appliances. Manufactured homes are **not** considered personal property for the **Closing Disclosure**. (Comment 38(j)(1)(ii)-1)

Adjustments due from the consumer to be paid to the seller are disclosed in two categories:

- **First**, amounts owed by the consumer that are neither disclosed on page 2 nor specifically required to be disclosed as Due from Borrower at Closing. Examples of these amounts include:
 - A balance in a seller's reserve account transferred to the consumer in connection with an assumed loan,
 - Rent that the consumer will collect after closing for a period of time prior to the closing, and
 - The treatment of any tenant security deposit. (Comment 38(j)(1)(v)-1)

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Seller's Transactions, cont.

- **Second, Adjustments for Items Paid by Seller in Advance** are disclosed along with the time-period associated with the adjustment. Examples include:
 - Taxes paid in advance for an entire year when the closing occurs prior the expiration of the year,
 - Flood or hazard insurance premiums when the consumer is being substituted as an insured under the same policy,
 - Mortgage insurance in connection with an assumed loan,
 - Planned unit development or condominium association assessments paid in advance,
 - Fuel or other supplies on hand purchased by the seller which the consumer will use when the consumer takes possession of the property, and
 - Ground rent paid in advance by the seller. (Comment 38(j)(1)(x)-1)

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Due from Seller at Closing

Disclose the amount **Due from Seller at Closing** as the sum of:

- Any Excess Deposit,
- Closing Costs Paid at Closing by the Seller,
- Existing Loan(s) Assumed or Taken Subject to by the consumer,
- Payoff of First Mortgage Loan,
- Payoff of Second Mortgage Loan,
- Payment of other seller obligations,
- Seller Credit,
- Adjustments, and
- Adjustments for Items Unpaid by Seller due to the consumer pursuant to the terms of the real estate sale contract. (§ 1026.38(k)(2))

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Due from Seller at Closing

Excess Deposit is the amount of any deposit made by the consumer that has been disbursed to the seller prior to closing. (Comment 38(k)(2)(ii)-1)

Seller Credit is an amount the seller is giving as a general credit not tied to a specific charge on page 2 or is making as an allowance to the consumer for items to purchase separately. (§ 1026.38(k)(2)(vii))

The amount of **Seller Credit** would include any credits to the consumer as the result of a walk-through of the property prior to the closing. (Comment 38(k)(2)(iv)-2)

If the amount of a credit is attributable to a charge listed on page 2, then the amount should be listed with the applicable item on page 2 and designated as **Seller-Paid At Closing** or **Seller-Paid Before Closing**, as appropriate. (Comment 38(j)(2)(v)-1)

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Due from Seller at Closing, cont.

Disclose the **Payoff of the First Mortgage Loan**, if any, (§ 1026.38(k)(2)(v)) and then the **Payoff of the Second Mortgage Loan**, if any. (§ 1026.38(k)(2)(vi)) Disclose the payoff or satisfaction amounts for any additional seller obligations as separately itemized amounts. (§ 1026.38(k)(2)(viii)) Examples of these seller obligations include, but are **not** limited to:

- Satisfaction of outstanding liens imposed due to Federal, State or local income taxes,
- Real estate property tax liens,
- Judgments against the seller reduced to a lien upon the property,
- Other obligations the seller wishes the **Settlement Agent** to pay from the seller's proceeds at closing, and (Comment 38(k)(2)(viii)-1)
- Funds to be held by the **Settlement Agent** for repairs or the payment of water, fuel, or other utility bills that cannot be prorated between the parties at closing because the amounts used by the seller prior to closing are **not** yet known at closing. Subsequent disclosure of a revised **Closing Disclosure** after the repairs are made or the utility bill is received is optional. (Comment 38(k)(2)(viii)-3)

Disclose any amount paid with funds other than closing funds in connection with a subordinate loan payoff with a statement that such amounts were paid from outside of closing funds. (Comment 38(k)(2)(viii)-2)

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Due from Seller at Closing

Adjustments for Items Unpaid by Seller due to the consumer to be paid by the seller pursuant to the real estate sales contract has two components:

- **First**, disclose amounts owed by the seller with the time period associated with the adjustments. Examples include:
 - Taxes paid in arrears for an entire year when the closing occurs prior the start of the year,
 - Flood or hazard insurance premiums when the consumer is being substituted as an assured under the same policy,
 - Mortgage insurance in connection with an assumed loan,
 - Planned unit development or condominium assessments **not** yet paid, and
 - Ground rent **not** yet paid by the seller. (§ 1026.38(k)(2)(ix), (x), (xi), (xii))
- **Second**, disclose amounts owed by the seller that are neither disclosed on page 2 nor specifically disclosed as **Due from Seller at Closing**. (§ 1026.38(k)(2)(xiii)) Examples of these amounts include:
 - Utilities used but **not** paid for by the seller,
 - Rent collected in advance by the seller from a tenant for a period of extending beyond the closing date, and
 - Interest on loan assumptions. (Comment 38(j)(2)(xi)-1)

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Cash to Close Due to or From Seller

Under a subheading of Calculation:

- Disclose **Total Due to the Seller at Closing**, as a positive number.
- Disclose **Total Due from Seller at Closing**, as a negative number. (§1026.38(k)(3))
- Disclose the sum of **Total Due to the Seller at Closing** and **Total Due from Seller at Closing** as a positive number, even if calculated as negative.
- When the result is a **positive number**, disclose the amount as **Cash to Seller**.
When the result is a **negative number**, disclose the amount as **Cash from Seller**.
(Comment 38(k)(3)-2)

CALCULATION	
Total Due to Seller at Closing (M)	+ \$180,085.00
Total Due from Seller at Closing (N)	- \$115,562.39
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$64,522.61

Always write sum
← as a positive #.

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Closing Disclosure (3.5) Page 4

On page 4 of the Closing Disclosure, a **Loan Disclosures** table is shown with the heading **Additional Information About This Loan**.

Two sections at bottom applicable only to adjustable payment or rate transactions:

- Adjustable Payment (AP) Table
- Adjustable Interest Rate (AIR) Table

Additional Information About This Loan

Loan Disclosures

Assumption:
If you sell or transfer this property to another person, your lender will allow, under certain conditions, this person to assume this loan on the original terms.
 will not allow assumption of this loan on the original terms.

Demand Features:
Your loan:
 has a demand feature, which permits your lender to require early repayment of this loan. You should review your note for details.
 does not have a demand feature.

Late Payment:
If your payment is more than _____ days late, your lender will charge a late fee of _____.

Negative Amortization (Increase in Loan Amount):
Under your loan terms, you:
 are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase exponentially over time, and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
 may have monthly payments that do not pay all of the interest due that month. If and only if your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
 does not have a negative amortization feature.

Partial Payments:
Your lender:
 may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
 may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
 does not accept any partial payments.
If this loan is sold, your new lender may have a different policy.

Security Interest:
You are granting a security interest in _____.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account:
For new loans:
 will have an escrow account (also called an "impound" or "trust" account) to pay the property taxes listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow:
Estimated total amount over year 1 for your escrowed property costs:
Property Taxes over Year 1: _____
Non-escrowed Property Costs over Year 1: _____
You may have other property costs. A caution for the escrow account: you pay or bring your escrow account page 2.

Initial Escrow Payment:
The amount included in your total monthly payment.

will not have an escrow account because your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow:
Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Property Taxes over Year 1: _____
Escrow/Owner Fee: _____

In the Future:
Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account. But if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties on (2) place a lien on this property. If you fail to pay any of your property costs, your lender may (3) add the amount to your loan balance (4) add an increase in cost to your loan, or (5) require you to pay for property insurance that the lender buys on your behalf, which may be more costly and provide fewer benefits than what you could buy on your own.

Adjustable Payment (AP) Table

Interest Only Payments?	Optional Payments?	Step Payments?	Seasonal Payments?
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adjustable Interest Rate (AIR) Table

Index + Margin	Initial Interest Rate	Minimum/Maximum Interest Rate	Change Frequency
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Monthly Principal and Interest Payments

First Change	Subsequent Changes
_____	_____
_____	_____
_____	_____

Adjustable Interest Rate Changes

First Change	Subsequent Changes
_____	_____
_____	_____
_____	_____

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Loan Disclosures

Assumption
If you sell or transfer this property to another person, your lender

will allow, under certain conditions, this person to assume this loan on the original terms.

will not allow assumption of this loan.

Demand Feature
Your loan

has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

does not have a demand feature.

Late Payment
If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)
Under your loan terms, you

are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

do not have a negative amortization feature.

Loan Disclosures (3.5.1)

- Information concerning future **Assumption** of the loan by a subsequent purchaser
- Whether the legal obligation contains a **Demand Feature** that can require early payment of the loan
- The terms of the legal obligation that impose a fee for a **Late Payment** including the amount of time that passes before a fee is imposed and the amount of such fee or how it is calculated
- Whether the regular periodic payments can cause the principal balance of the loan to increase, creating **Negative Amortization**

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Loan Disclosures

- The creditor's policy in relation to **Partial Payments** by the consumer
 - Will accept
 - Will not accept
 - Warning about future lender
- A statement that the consumer is granting a **Security Interest** in the **Property** (along with an identification of the **Property address**)
- Statement warning of potential loss of the Property if payments are not made and all loan obligations satisfied.

Partial Payment
Your lender will

accept payments that are less than the full amount due (partial payments). Partial payments will be applied:

not accept partial payments.
If this loan is sold, your new lender may have a different policy.

Security Interest
You are granting a security interest in _____
456 Somewhere Ave., Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

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Escrow Account (3.5.3)

Information related to any **Escrow Account** held by the servicer (or a statement that an Escrow Account has **not** been established with a description of estimated property costs during the first year after consummation). (§ 1026.38(l)(1)-(7))

When an Escrow Account is established, disclose:

- The amount of **Escrowed Property Costs over Year 1** with a list of the costs that will be paid by the **Escrow Account**,
- The amount of **Non-Escrowed Property Costs over Year 1** with a list of the costs that will **not** be paid by the **Escrow Account** (to the extent there is room to list the costs in the space provided),
- **Initial Escrow Payment**, and
- **Monthly Escrow Payment**. (§ 1026.38(l)(7)(i)(A))

When an Escrow Account is not established, disclose:

- The amount of **Estimated Property Costs over Year 1**, and
- The amount of any **Escrow Waiver Fee** imposed for waiving the creation of an Escrow Account with the loan. (§ 1026.38(l)(7)(i)(B))

Escrow Account

For now, your loan

will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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Escrow Account (3.5.3) Property Costs

Property Costs include:

- Property Taxes,
- Homeowner's Insurance,
- Charges imposed by a cooperative, condominium or homeowners association,
- Ground rent,
- Leasehold payments, and
- Certain insurance premiums or charges if required by the lender.
(§§ 1026.38(l)(7)(i); 1026.37(c)(4)(ii); 1026.43(b)(8))

The **Initial Escrow Payment** is the same amount disclosed as the subtotal of the **Initial Payment at Closing** on page 2 of the **Closing Disclosure**

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Adjustable Payment (AP) Table

Adjustable Payment (AP) Table	
Interest Only Payments?	
Optional Payments?	
Step Payments?	
Seasonal Payments?	
Monthly Principal and Interest Payments	
First Change/Amount	
Subsequent Changes	
Maximum Payment	

Figure 47: Adjustable Payment (AP) Table of the Closing Disclosure

- Disclose the **Adjustable Payment (AP) Table** when the periodic principal and interest payment may change after consummation, but **not because of a change to the interest rate**, or the loan is a **seasonal payment product**. (§ 1026.38(m))
- If the loan does **not** contain these features, do **not** disclose the **AP Table**. (Comment 38(m)-3)
- The same information that was or would have been disclosed in the **AP Table** on the **Loan Estimate** is disclosed in the **AP Table** on **Closing Disclosure** page 4, updated to reflect the terms of the loan at consummation. (Comment 38(m)-4)

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Adjustable Interest Rate (AIR) Table (3.5.4)

Disclose the **Adjustable Interest Rate (AIR) Table** when the loan's interest rate may increase after consummation. (§ 1026.38(n))

If the loan's interest rate will **not** increase after consummation, do **not** disclose the **AIR Table**. (Comment 38(n)-3)

The same information that was or would have been disclosed in the **AIR Table** on the **Loan Estimate** is disclosed in the **AIR Table** on **Closing Disclosure** page 4, updated to reflect the terms of the loan at consummation. (Comment 38(n)-4)

Adjustable Interest Rate (AIR) Table	
Index + Margin	
Initial Interest Rate	
Minimum/Maximum Interest Rate	
Change Frequency	
First Change	
Subsequent Changes	
Limits on Interest Rate Changes	
First Change	
Subsequent Changes	

Figure 48: Adjustable Interest Rate (AIR) Table of the Closing Disclosure

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Closing Disclosure (3.6), Page 5

- Loan Calculations
- Other Disclosures
- Questions
- Contact Information
- If desired by creditor, Confirm Receipt

The image shows a portion of the Closing Disclosure form. It includes sections for 'Loan Calculations' (with sub-sections for Total of Payments, Finance Charge, Amount Financed, Annual Percentage Rate (APR), and Total Interest Percentage (TIP)), 'Other Disclosures' (with sub-sections for Agreement, Contact Details, Liability After Foreclosure, and Acknowledgment), 'Questions?' (with a link to a FAQ page), 'Contact Information' (with a table for Name, Address, and Contact info for both Lender and Servicer), and 'Confirm Receipt' (with signature lines for Applicant and Creditor).

FIGURE 49: CLOSING DISCLOSURE (PAGE 5)

Loan Calculations (3.6.1)

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
Finance Charge. The dollar amount the loan will cost you.	
Amount Financed. The loan amount available after paying your upfront finance charge.	
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

Disclose the **Total of Payments**, the **Finance Charge**, the **Amount Financed**, the **APR**, and the **Total Interest Percentage (TIP)** in the Loan Calculations table. (§ 1026.38(o))

The **APR** and **TIP** amounts should be updated from the amounts disclosed on the **Loan Estimate** to reflect the terms of the legal obligation at consummation.

Figure 50: Loan Calculations Table of the Closing Disclosure

Loan Calculations (§ 1026.38(o))

- 1) **Total of payments.** The "Total of Payments," using that term and expressed as a **dollar amount**, and a statement that the disclosure is the total the consumer will have paid after making all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.
- 2) **Finance charge.** The "Finance Charge," using that term and expressed as a **dollar amount [calculated per §1026.4(c)]**, and the following statement: "**The dollar amount the loan will cost you.**" The disclosed finance charge and other disclosures affected by the disclosed financed charge (including the amount financed and the annual percentage rate) shall be **treated as accurate** if the amount disclosed as the finance charge:
 - i. is understated by no more than \$100; or
 - ii. is greater than the amount required to be disclosed.
- 3) **Amount financed.** The "Amount Financed," using that term and expressed as a **dollar amount [calculated per §1026.18(b) and its commentary]**, and include the following statement: "The loan amount available after paying your upfront finance charge."
- 4) **Annual percentage rate.** The "Annual Percentage Rate," using that term and the abbreviation "APR" and expressed as a **percentage**, and the following statement: "Your costs over the loan term expressed as a rate. This is not your interest rate."
- 5) **Total interest percentage.** The "Total Interest Percentage," using that term and the abbreviation "TIP" and expressed as a **percentage**, and the following statement: "The total amount of interest that you will pay over the loan term as a percentage of your loan amount."

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Other Disclosures (3.6.2)

The creditor discloses in the Other Disclosures table:

- A statement related to the consumer's rights in relation to any **Appraisal** conducted for the property,
- A statement informing the consumer of consequences of nonpayment, what constitutes default, when a creditor can accelerate maturity, and prepayment rebates and penalties pursuant to **Contract Details**,
- A statement of whether State law provides for continued consumer responsibility for any **Liability after Foreclosure**,
- A statement concerning the consumer's ability to **Refinance** the loan, and
- A statement concerning the extent that interest on the loan can be included as a **Tax Deduction** by the consumer. (§1026.38(p))

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Figure 51: Other Disclosures Table of the Closing Disclosure

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Other Disclosures (3.6.2) Appraisal §1026.37(m)(1)

A Higher-priced Mortgage Loan is defined at 12 CFR 1026.35.

Coverage of the Equal Credit Opportunity Act is discussed in Regulation B, 12 CFR Part 1002, Supplement I – Official Interpretations, Comment 1(a)-1.

A statement concerning the **Appraisal** must be provided for:

- Higher-Priced Mortgage Loans
 - First and subordinate lien loans
- Loans covered by the Equal Credit Opportunity Act (ECOA)
 - First liens only

If the loan is a **HPML**, but is not covered by ECOA, the word **“promptly”** may be removed from the language provided on the model form. (Comment 37(m)(1)-1)

Contact Information (3.6.3)

In the **Contact Information** table, disclose the following information for the **Lender**, the **Mortgage Broker**, the consumer’s **Real Estate Brokerage**, the seller’s **Real Estate Brokerage**, & **Settlement Agent** in a columnar format:

- Entity Name, Address, NMLS or State license ID, as applicable,
- Contact Individual (and the NMLS or State license ID), Email, and Phone number. (§ 1026.38(r))

Unused columns may be removed and columns may be added for additional parties. For example:

- If there are two real estate brokers representing the seller, a column may be added to identify that party and a column for a party **not** involved in the transaction may be deleted. (Comment 38(r)-1)

Contact Information					
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name					
Address					
NMLS ID					
__ License ID					
Contact					
Contact NMLS ID					
Contact __ License ID					
Email					
Phone					

Figure 52: Contact Information Table of the Closing disclosure

Integrated Disclosure: Closing Disclosure

Confirm Receipt (3.6.4)

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

_____ Applicant Signature	_____ Date	_____ Co-Applicant Signature	_____ Date
CLOSING DISCLOSURE		PAGE 5 OF 5 - LOAN ID #	

Figure 53: Confirm Receipt Table of the Closing Disclosure

Creditor, at its option, may include a line for the signatures of the consumers to **Confirm Receipt**.

If the creditor includes Confirm Receipt section, Creditor must also include a statement that the signature only signifies receipt of the **Closing Disclosure**. (§§1026.38(s), 1026.37(n)(1))

If the creditor does **not** include statement line or the consumer's signature, add a statement to the **Other Disclosures** concerning **Loan Acceptance** that states: **"You do not have to accept this loan because you have received this form or signed a loan application."** (§§ 1026.38(s)(2), 1026.37(n)(2))

Important Consumer Protection Statement

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

_____ Applicant Signature	_____ Date	_____ Co-Applicant Signature	_____ Date
CLOSING DISCLOSURE		PAGE 5 OF 5 - LOAN ID #	

Integrated Disclosure Timeline Example

- Creditor is not open for business on Saturdays. Application received August 3, 2015.
- Received an addendum to Contract modifying the allocation of transfer taxes between the Consumer and Seller. (August 28th)
- Appraisal results in a LTV ratio higher than 80%, triggering mortgage insurance. (September 4th)
- An updated credit report obtained by the Creditor shows a changed credit score, triggering a Loan Level Pricing Adjustment (LLPA). (September 22nd)
- A rate lock is requested by the Consumer. (October 5th)
- Consumer decides to obtain an Owner's Title Policy the week prior to consummation. (October 21st)
- During a walkthrough two days before consummation, a broken dishwasher is discovered. (October 27th)
- Recording fees collected were \$100 more than needed when the documents are presented for recording after consummation. (October 30th)

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August 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Application received by Creditor. The only fee Creditor may collect before providing the Loan Estimate is for the credit report.	4	5	6 Loan Estimate delivered or placed in mail. Creditor may request verifying information.	7	8
9	10	11 Consumer receives Loan Estimate. Consumer indicates an intention to proceed with Application.	12 Copy of Contract received by Creditor.	13 Appraisal ordered by Creditor.	14 7-day waiting period for consummation after delivery of Loan Estimate expired. First day when consummation can occur.	15
16	17 Title insurance ordered by Real Estate Agent.	18	19	20	21	22
23	24	25	26	27	28 Receipt of Addendum by Creditor to Contract modifying allocation of transfer taxes between Consumer and Seller. Revised Loan Estimate permitted.	29
30	31					

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Integrated Disclosure: Closing Disclosure

September 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Last day for creditor to issue revised Loan Estimate for allocation of transfer taxes on Addendum to Contract.	3	4 Appraisal received by Creditor. LTV now exceeds 80%. Revised Loan Estimate permitted.	5
6	7 HOLIDAY—LABOR DAY	8	9	10 Last day for Creditor to issue revised Loan Estimate to add mortgage insurance coverage, etc., due to changed circumstance of LTV exceeding 80%.	11	12
13	14	15	16	17	18	19
20	21	22 Updated credit report obtained showing a changed credit score. LLPA triggered. Revised Loan Estimate permitted.	23	24	25 Last day for Creditor to issue revised Loan Estimate for addition of any change or any other change to terms of loan due to change in credit score.	26
27	28	29	30			

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October 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2 Inspection contingency of Contract is removed by the Consumer.	3
4	5 Rate lock requested by Consumer.	6 Rate lock agreement executed by Creditor. Creditor is required to deliver or place in the mail the revised Loan Estimate the same day the interest rate is locked.	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21 Consumer informs Creditor of intent to purchase an enhanced owner's title insurance policy.	22 If delivering Closing Disclosure by mail, Creditor must place Closing Disclosure in mail on this date. Closing Disclosure must reflect information provided by Consumer on 19/21.	23 Creditor sends Closing Disclosure by overnight delivery.	24 Consumer receives and signs for the overnight delivery of the Closing Disclosure. Earliest closing date is 10/28.
25	26 Consumer must receive Closing Disclosure.	27 Walkthrough shows dishwasher is broken. Seller credit for broken dishwasher provided in Addendum to Contract.	28 Creditor required to permit inspection of Closing Disclosure by Consumer on this day.	29 CLOSING DATE Revised Closing Disclosure reflecting seller credit for broken dishwasher provided to Consumer and Seller.	30 Recording office indicates transfer taxes paid by Consumer overpaid by \$100 and refunds amount to Consumer.	31

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Patti Joyner Blenden
blendenpg@bellsouth.net
www.finsolinc.com



Drop us a line sometime!



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12 CFR 1026.38

Closing Disclosure (a)(1)

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate. (a)(2)

Closing Information Date Issued Closing Date Disbursement Date Settlement Agent (a)(3) File # Property Sale Price	Transaction Information Borrower Seller (a)(4) Lender	Loan Information Loan Term Purpose Product (a)(5) Loan Type: <input type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> Loan ID # MIC #
---	---	--

Loan Terms	Can this amount increase after closing?
Loan Amount	
Interest Rate	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	(b)
Does the loan have these features?	
Prepayment Penalty	
Balloon Payment	

Projected Payments									
Payment Calculation									
Principal & Interest									
Mortgage Insurance									
Estimated Escrow <i>Amount can increase over time</i>	(c)								
Estimated Total Monthly Payment									
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time. See page 4 for details.</i>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">This estimate includes</td> <td style="width: 50%;">In escrow?</td> </tr> <tr> <td><input type="checkbox"/> Property Taxes</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Homeowner's Insurance</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td></td> </tr> </table> <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	This estimate includes	In escrow?	<input type="checkbox"/> Property Taxes		<input type="checkbox"/> Homeowner's Insurance		<input type="checkbox"/> Other:	
This estimate includes	In escrow?								
<input type="checkbox"/> Property Taxes									
<input type="checkbox"/> Homeowner's Insurance									
<input type="checkbox"/> Other:									

Costs at Closing	(d)(1)
Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs - _____ in Lender Credits. See page 2 for details.
Cash to Close	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04		(f)(1)			
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05		(f)(2)			
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04		(f)(3)			
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)		(f)(4)			
		(f)(5)			
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed: Mortgage:		(g)(1)			
02					
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)		(g)(2)			
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.		(g)(3)			
04					
05					
06					
07					
08 Aggregate Adjustment					
H. Other					
01					
02					
03					
04		(g)(4)			
05					
06					
07					
08					
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)		(g)(5)			
		(g)(6)			
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)		(h)(1)			
Lender Credits		(h)(2)			
		(h)(3)			

CLOSING DISCLOSURE

PAGE 2 OF 5 - LOAN ID #

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)		(j)(1)	
Closing Costs Paid Before Closing		(j)(2)	
Closing Costs Financed (Paid from your Loan Amount)		(j)(3)	
Down Payment/funds from Borrower		(j)(4)	
Deposit		(j)(5)	
Funds for Borrower		(j)(6)	
Seller Credits		(j)(7)	
Adjustments and Other Credits		(j)(8)	
Cash to Close		(j)(9)	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing		
01	Sale Price of Property	
02	Sale Price of Any Personal Property Included in Sale	
03	Closing Costs Paid at Closing (J)	
04		
Adjustments		
05		
06		(j)(1)
07		
Adjustments for Items Paid by Seller in Advance		
08	City/Town Taxes to	
09	County Taxes to	
10	Assessments to	
11		
12		
13		
14		
15		
L. Paid Already by or on Behalf of Borrower at Closing		
01	Deposit	
02	Loan Amount	
03	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	
Other Credits		
06		
07		
Adjustments		
08		(j)(2)
09		
10		
11		
Adjustments for Items Unpaid by Seller		
12	City/Town Taxes to	
13	County Taxes to	
14	Assessments to	
15		
16		
17		
CALCULATION		
Total Due from Borrower at Closing (K)		
Total Paid Already by or on Behalf of Borrower at Closing (L)		(j)(3)
Cash to Close <input type="checkbox"/> From <input type="checkbox"/> To Borrower		

SELLER'S TRANSACTION

M. Due to Seller at Closing		
01	Sale Price of Property	
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		(k)(1)
08		
Adjustments for Items Paid by Seller in Advance		
09	City/Town Taxes to	
10	County Taxes to	
11	Assessments to	
12		
13		
14		
15		
16		
N. Due from Seller at Closing		
01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff of First Mortgage Loan	
05	Payoff of Second Mortgage Loan	
06		
07		
08	Seller Credit	
09		
10		(k)(2)
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14	City/Town Taxes to	
15	County Taxes to	
16	Assessments to	
17		
18		
19		
CALCULATION		
Total Due to Seller at Closing (M)		
Total Due from Seller at Closing (N)		(k)(3)
Cash <input type="checkbox"/> From <input type="checkbox"/> To Seller		

Additional Information About This Loan

Loan Disclosures

Assumption (l)(1)

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature (l)(2)

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment (l)(3)

If your payment is more than ___ days late, your lender will charge a late fee of _____.

Negative Amortization (Increase in Loan Amount) (l)(4)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments (l)(5)

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest (l)(6)

You are granting a security interest in _____

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account (l)(7)

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Adjustable Payment (AP) Table

Interest Only Payments?		
Optional Payments?		
Step Payments?		
Seasonal Payments?		(m)
Monthly Principal and Interest Payments		
First Change/Amount		
Subsequent Changes		
Maximum Payment		

Adjustable Interest Rate (AIR) Table

Index + Margin		
Initial Interest Rate		
Minimum/Maximum Interest Rate		
Change Frequency		
First Change		(n)
Subsequent Changes		
Limits on Interest Rate Changes		
First Change		
Subsequent Changes		

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	(o)(1)
Finance Charge. The dollar amount the loan will cost you.	(o)(2)
Amount Financed. The loan amount available after paying your upfront finance charge.	(o)(3)
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	(o)(4)
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	(o)(5)

Other Disclosures

Appraisal (p)(1)
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details (p)(2)
See your note and security instrument for information about
 • what happens if you fail to make your payments,
 • what is a default on the loan,
 • situations in which your lender can require early repayment of the loan, and
 • the rules for making payments before they are due.

Liability after Foreclosure (p)(3)
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,
 state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
 state law does not protect you from liability for the unpaid balance.

Refinance (p)(4)
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions (p)(5)
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.



Questions? If you have questions about the (q)(1) loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing (q)(2)

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name			(r)(1)		
Address			(r)(2)		
NMLS ID			(r)(3)		
License ID			(r)(4)		
Contact			(r)(5)		
Contact NMLS ID			(r)(6)		
Contact License ID			(r)(7)		
Email					
Phone					

Confirm Receipt (s)

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature _____ Date _____ Co-Applicant Signature _____ Date _____

Resources

Where can I find a copy of the rule on Integrated Mortgage Disclosures under the Real Estate Settlement Procedures Act and the Truth In Lending Act and get more information about it?

You will find the 2013 Integrated Disclosures Rule on the Bureau's website at <http://www.consumerfinance.gov/regulations/integrated-mortgage-disclosures-under-the-real-estate-settlement-procedures-act-regulation-x-and-the-truth-in-lending-act-regulation-z/>.

In addition to a complete copy of the January 2013 final rule, that web page also contains:

- The preamble, which explains why the Bureau issued the rule; the legal authority and reasoning behind the rule; responses to comments; and analysis of the benefits, costs, and impacts of the rule
- Official Interpretations of the rule
- Other implementation support materials

Useful resources related to regulatory implementation are also available at <http://www.consumerfinance.gov/regulatory-implementation/>.

To subscribe to email updates about Bureau regulations and when additional implementation resources become available, please submit your email address within the "Email updates about mortgage rule implementation" box [here](#).

TILA RESPA Integrated Disclosure

H-25(B) Mortgage Loan Transaction Closing Disclosure – Fixed Rate Loan Sample

This is a sample of a completed Closing Disclosure for the fixed rate loan illustrated by form H-24(B). The purpose, product, sale price, loan amount, loan term, and interest rate have not changed from the estimates provided on the Loan Estimate. The creditor requires an escrow account and that the consumer pay for private mortgage insurance for the transaction.



Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Epsilon Title Co.
File # 12-3456
Property 456 Somewhere Ave
 Anytown, ST 12345
Sale Price \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
Seller Steve Cole and Amy Doe
 321 Somewhere Drive
 Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA _____
Loan ID # 123456789
MIC # 000654321

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
Prepayment Penalty	YES • As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments	Years 1-7	Years 8-30
Payment Calculation		
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82.35	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206.13	+ 206.13
Estimated Total Monthly Payment	\$1,050.26	\$967.91
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$356.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES NO

Costs at Closing	
Closing Costs	\$9,712.10 Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs – \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$14,147.26 Includes Closing Costs. See Calculating Cash to Close on page 4.

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$1,802.00				
01 0.25 % of Loan Amount (Points)	\$405.00				
02 Application Fee	\$300.00				
03 Underwriting Fee	\$1,097.00				
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For	\$236.55				
01 Appraisal Fee to John Smith Appraisers Inc.					\$405.00
02 Credit Report Fee to Information Inc.		\$29.80			
03 Flood Determination Fee to Info Co.	\$20.00				
04 Flood Monitoring Fee to Info Co.	\$31.75				
05 Tax Monitoring Fee to Info Co.	\$75.00				
06 Tax Status Research Fee to Info Co.	\$80.00				
07					
08					
09					
10					
C. Services Borrower Did Shop For	\$2,655.50				
01 Pest Inspection Fee to Pests Co.	\$120.50				
02 Survey Fee to Surveys Co.	\$85.00				
03 Title – Insurance Binder to Epsilon Title Co.	\$650.00				
04 Title – Lender’s Title Insurance to Epsilon Title Co.	\$500.00				
05 Title – Settlement Agent Fee to Epsilon Title Co.	\$500.00				
06 Title – Title Search to Epsilon Title Co.	\$800.00				
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)	\$4,694.05				
Loan Costs Subtotals (A + B + C)	\$4,664.25	\$29.80			
Other Costs					
E. Taxes and Other Government Fees	\$85.00				
01 Recording Fees Deed: \$40.00 Mortgage: \$45.00	\$85.00				
02 Transfer Tax to Any State			\$950.00		
F. Prepays	\$2,120.80				
01 Homeowner’s Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96				
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)	\$279.04				
04 Property Taxes (6 mo.) to Any County USA	\$631.80				
05					
G. Initial Escrow Payment at Closing	\$412.25				
01 Homeowner’s Insurance \$100.83 per month for 2 mo.	\$201.66				
02 Mortgage Insurance per month for mo.					
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60				
04					
05					
06					
07					
08 Aggregate Adjustment	- 0.01				
H. Other	\$2,400.00				
01 HOA Capital Contribution to HOA Acre Inc.	\$500.00				
02 HOA Processing Fee to HOA Acre Inc.	\$150.00				
03 Home Inspection Fee to Engineers Inc.	\$750.00			\$750.00	
04 Home Warranty Fee to XYZ Warranty Inc.			\$450.00		
05 Real Estate Commission to Alpha Real Estate Broker			\$5,700.00		
06 Real Estate Commission to Omega Real Estate Broker			\$5,700.00		
07 Title – Owner’s Title Insurance (optional) to Epsilon Title Co.	\$1,000.00				
08					
I. TOTAL OTHER COSTS (Borrower-Paid)	\$5,018.05				
Other Costs Subtotals (E + F + G + H)	\$5,018.05				
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$9,712.10		Closing Disclosure page 68		
Closing Costs Subtotals (D + I)	\$9,682.30	\$29.80	\$12,800.00	\$750.00	\$405.00
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	– \$29.80	YES • You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	– \$10,000.00	– \$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	– \$2,500.00	YES • See Seller Credits in Section L
Adjustments and Other Credits	\$0	– \$1,035.04	YES • See details in Sections K and L
Cash to Close	\$16,054.00	\$14,147.26	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing **\$189,762.30**

01	Sale Price of Property	\$180,000.00
02	Sale Price of Any Personal Property Included in Sale	
03	Closing Costs Paid at Closing (J)	\$9,682.30
04		

Adjustments

05		
06		
07		

Adjustments for Items Paid by Seller in Advance

08	City/Town Taxes	to	
09	County Taxes	to	
10	Assessments	to	
11	HOA Dues	4/15/13 to 4/30/13	\$80.00
12			
13			
14			
15			

L. Paid Already by or on Behalf of Borrower at Closing **\$175,615.04**

01	Deposit	\$10,000.00
02	Loan Amount	\$162,000.00
03	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	\$2,500.00

Other Credits

06	Rebate from Epsilon Title Co.	\$750.00
07		

Adjustments

08		
09		
10		
11		

Adjustments for Items Unpaid by Seller

12	City/Town Taxes	1/1/13 to 4/14/13	\$365.04
13	County Taxes	to	
14	Assessments	to	
15			
16			
17			

CALCULATION

Total Due from Borrower at Closing (K)	\$189,762.30
Total Paid Already by or on Behalf of Borrower at Closing (L)	– \$175,615.04

Cash to Close **From** **To Borrower** **\$14,147.26**

SELLER'S TRANSACTION

M. Due to Seller at Closing **\$180,080.00**

01	Sale Price of Property	\$180,000.00
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		
08		

Adjustments for Items Paid by Seller in Advance

09	City/Town Taxes	to	
10	County Taxes	to	
11	Assessments	to	
12	HOA Dues	4/15/13 to 4/30/13	\$80.00
13			
14			
15			
16			

N. Due from Seller at Closing **\$115,665.04**

01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	\$12,800.00
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff of First Mortgage Loan	\$100,000.00
05	Payoff of Second Mortgage Loan	
06		
07		
08	Seller Credit	\$2,500.00
09		
10		
11		
12		
13		

Adjustments for Items Unpaid by Seller

14	City/Town Taxes	1/1/13 to 4/14/13	\$365.04
15	County Taxes	to	
16	Assessments	to	
17			
18			
19			

CALCULATION

Total Due to Seller at Closing (M)	\$180,080.00
Total Due from Seller at Closing (N)	– \$115,665.04

Cash **From** **To Seller** **\$64,414.96**

Closing Disclosure page 69

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
 - will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
456 Somewhere Ave., Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: <i>Homeowner's Insurance</i> <i>Property Taxes</i>
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: <i>Homeowner's Association Dues</i> You may have other property costs.
Initial Escrow Payment	\$412.25	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$285,803.36
Finance Charge. The dollar amount the loan will cost you.	\$118,830.27
Amount Financed. The loan amount available after paying your upfront finance charge.	\$162,000.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.174%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	69.46%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
Address	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Sometown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
NMLS ID					
ST License ID			Z765416	Z61456	Z61616
Contact	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
Contact NMLS ID	12345				
Contact ST License ID			P16415	P51461	PT1234
Email	joesmith@ ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@ epsilontitle.com
Phone	123-456-7890		123-555-1717	321-555-7171	987-555-4321

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Closing Disclosure page 71

Applicant Signature

Date

Co-Applicant Signature

Date

TILA RESPA Integrated Disclosure

H-25(C) Mortgage Loan Transaction Closing Disclosure – Borrower Funds from Second-Lien Loan in Summaries of Transactions Sample

This is a sample of the information required on the Closing Disclosure by 12 CFR §1026.38(j) for disclosure of consumer funds from a simultaneous second-lien credit transaction not otherwise disclosed pursuant to 12 CFR §1026.38(j)(2)(iii) or (iv) that is used to finance part of the purchase price of the property subject to the transaction.

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION**K. Due from Borrower at Closing**

01 Sale Price of Property
 02 Sale Price of Any Personal Property Included in Sale
 03 Closing Costs Paid at Closing (J)
 04

Adjustments

05
 06
 07

Adjustments for Items Paid by Seller in Advance

08 City/Town Taxes to
 09 County Taxes to
 10 Assessments to

11
 12
 13
 14
 15

L. Paid Already by or on Behalf of Borrower at Closing

01 Deposit
 02 Loan Amount
 03 Existing Loan(s) Assumed or Taken Subject to
 04 Second Loan (Principal Balance \$100,000) \$96,500.00
 05 Seller Credit

Other Credits

06
 07

Adjustments

08
 09
 10
 11

Adjustments for Items Unpaid by Seller

12 City/Town Taxes to
 13 County Taxes to
 14 Assessments to

15
 16
 17

CALCULATION

Total Due from Borrower at Closing (K)
 Total Paid Already by or on Behalf of Borrower at Closing (L)

Cash to Close **From** **To Borrower****SELLER'S TRANSACTION****M. Due to Seller at Closing**

01 Sale Price of Property
 02 Sale Price of Any Personal Property Included in Sale
 03
 04

05
 06
 07
 08

Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes to
 10 County Taxes to
 11 Assessments to

12
 13
 14
 15
 16

N. Due from Seller at Closing

01 Excess Deposit
 02 Closing Costs Paid at Closing (J)
 03 Existing Loan(s) Assumed or Taken Subject to
 04 Payoff of First Mortgage Loan
 05 Payoff of Second Mortgage Loan

06
 07
 08 Seller Credit

09
 10
 11
 12
 13

Adjustments for Items Unpaid by Seller

14 City/Town Taxes to
 15 County Taxes to
 16 Assessments to

17
 18
 19

CALCULATION

Total Due to Seller at Closing (M)
 Total Due from Seller at Closing (N)

Cash **From** **To Seller**

Closing Disclosure page 73

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TILA RESPA Integrated Disclosure

H-25(D) Mortgage Loan Transaction Closing Disclosure – Borrower Satisfaction of Seller’s Second-Lien Loan Outside of Closing in Summaries of Transactions Sample

This is a sample of the information required on the Closing Disclosure by 12 CFR §1026.38(j) and (k) for the satisfaction of a junior-lien transaction by the consumer, which was not paid from closing funds.



Consumer Financial
Protection Bureau

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing

- 01 Sale Price of Property
- 02 Sale Price of Any Personal Property Included in Sale
- 03 Closing Costs Paid at Closing (J)
- 04

Adjustments

- 05
- 06
- 07

Adjustments for Items Paid by Seller in Advance

- 08 City/Town Taxes to
- 09 County Taxes to
- 10 Assessments to

- 11
- 12
- 13
- 14
- 15

L. Paid Already by or on Behalf of Borrower at Closing

- 01 Deposit
- 02 Loan Amount
- 03 Existing Loan(s) Assumed or Taken Subject to
- 04 Satisfaction of Junior Lien \$5,000 P.O.C. Borrower
- 05 Seller Credit

Other Credits

- 06
- 07

Adjustments

- 08
- 09
- 10
- 11

Adjustments for Items Unpaid by Seller

- 12 City/Town Taxes to
- 13 County Taxes to
- 14 Assessments to

- 15
- 16
- 17

CALCULATION

- Total Due from Borrower at Closing (K)
- Total Paid Already by or on Behalf of Borrower at Closing (L)

Cash From To Borrower

SELLER'S TRANSACTION

M. Due to Seller at Closing

- 01 Sale Price of Property
- 02 Sale Price of Any Personal Property Included in Sale
- 03
- 04
- 05
- 06
- 07
- 08

Adjustments for Items Paid by Seller in Advance

- 09 City/Town Taxes to
- 10 County Taxes to
- 11 Assessments to

- 12
- 13
- 14
- 15
- 16

N. Due from Seller at Closing

- 01 Excess Deposit
- 02 Closing Costs Paid at Closing (J)
- 03 Existing Loan(s) Assumed or Taken Subject to
- 04 Payoff of First Mortgage Loan
- 05 Payoff of Second Mortgage Loan
- 06 Satisfaction of Junior Lien \$5,000 P.O.C. Borrower

- 07
- 08 Seller Credit

- 09
- 10
- 11
- 12
- 13

Adjustments for Items Unpaid by Seller

- 14 City/Town Taxes to
- 15 County Taxes to
- 16 Assessments to

- 17
- 18
- 19

CALCULATION

- Total Due to Seller at Closing (M)
- Total Due from Seller at Closing (N)

Cash From To Seller

Closing Disclosure page 75

TILA RESPA Integrated Disclosure

H-25(E) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction Sample

This is a sample of a completed Closing Disclosure for the refinance transaction illustrated by form H-24(D). The purpose, loan amount, loan term, and interest rate have not changed from the estimates provided on the Loan Estimate. The outstanding balance of the existing mortgage loan securing the property was less than estimated on the Loan Estimate. The creditor requires an escrow account and that the consumer pay for private mortgage insurance for the transaction.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Zeta Title
File # 12-3456
Property 123 Anywhere Street
 Anytown, ST 12345
Appraised Prop. Value \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Refinance
Product Fixed Rate

Loan Type Conventional FHA
 VA _____
Loan ID # 123456789
MIC # 009874513

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$150,000	NO
Interest Rate	4.25%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$737.91	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments	Years 1-4		Years 5-30	
Payment Calculation				
Principal & Interest	\$737.91		\$737.91	
Mortgage Insurance	+	82.35	+	—
Estimated Escrow <i>Amount can increase over time</i>	+	206.13	+	206.13
Estimated Total Monthly Payment	\$1,026.39		\$944.04	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See details on page 4</i>	\$356.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: HOA Dues <i>See page 4 for escrowed property costs. You must pay for other property costs separately.</i>		In escrow? YES YES NO

Costs at Closing		
Closing Costs	\$5,757.57	Includes \$3,495.50 in Loan Costs + \$2,762.07 in Other Costs – \$500 in Lender Credits. See page 2 for details.
Cash to Close	\$29,677.43	Includes Closing Costs. See Calculating Cash to Close on page 3 for details. <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

Closing Disclosure page 77

Closing Cost Details

Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges	\$1,950.00		
01 .5 % of Loan Amount (Points)	\$750.00		
02 Application Fee	\$250.00		
03 Origination Fee	\$450.00		
04 Underwriting Fee	\$500.00		
05			
06			
07			
08			
B. Services Borrower Did Not Shop For	\$610.00		
01 Appraisal Fee to John Smith Appraisers Inc.		\$405.00	
02 Credit Report Fee to Information Inc.		\$30.00	
03 Flood Determination Fee to Info Co.	\$20.00		
04 Flood Monitoring Fee to Info Co.	\$45.00		
05 Tax Monitoring Fee to Info Co.	\$65.00		
06 Tax Status Research Fee to Info Co.	\$45.00		
07			
08			
09			
10			
C. Services Borrower Did Shop For	\$935.50		
01 Pest Inspection Fee to Pests Co.	\$85.00		
02 Title – Insurance Binder to Epsilon Title Co.	\$50.00		
03 Title – Lender’s Title Policy to Epsilon Title Co.	\$250.50		
04 Title – Settlement Agent Fee to Epsilon Title Co.	\$350.00		
05 Title – Title Search to Epsilon Title Co.	\$200.00		
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)	\$3,495.50		
Loan Costs Subtotals (A + B + C)	\$3,060.50	\$435.00	
Other Costs			
E. Taxes and Other Government Fees	\$60.00		
01 Recording Fees Deed: Mortgage: \$60.00	\$60.00		
02			
F. Prepays	\$2,125.12		
01 Homeowner’s Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96		
02 Mortgage Insurance Premium (mo.)			
03 Prepaid Interest (\$17.71 per day from 4/15/2013 to 5/1/2013)	\$283.36		
04 Property Taxes (6 mo.) to Any County USA	\$631.80		
05			
G. Initial Escrow Payment at Closing	\$576.95		
01 Homeowner’s Insurance \$100.83 per month for 2 mo.	\$201.66		
02 Mortgage Insurance \$82.35 per month for 2 mo.	\$164.70		
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60		
04			
05			
06			
07			
08 Aggregate Adjustment	– \$0.01		
H. Other			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL OTHER COSTS (Borrower-Paid)	\$2,762.07		
Other Costs Subtotals (E + F + G + H)	\$2,762.07		
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$5,757.57		
Closing Costs Subtotals (D + I)	\$5,822.57	\$435.00	
Lender Credits	– \$500.00		

Closing Disclosure page 78

Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 Rho Servicing to pay off existing loan	\$115,000.00
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL PAYOFFS AND PAYMENTS	\$115,000.00

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$150,000.00	\$150,000.00	NO
Total Closing Costs (J)	– \$5,099.00	– \$5,757.57	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	\$435.00	YES • You paid these Closing Costs before closing
Total Payoffs and Payments (K)	– \$120,000.00	– \$115,000.00	YES • See Payoffs and Payments (K)
Cash to Close	\$24,901.00 <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$29,677.43 <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$5,322.57

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
 - will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
123 Anywhere Street, Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: <i>Property Taxes, Homeowner's Insurance</i>
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: <i>HOA Dues</i> You may have other property costs.
Initial Escrow Payment	\$576.95	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$273,214.50
Finance Charge. The dollar amount the loan will cost you.	\$121,029.00
Amount Financed. The loan amount available after paying your upfront finance charge.	\$148,241.94
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.543%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	77.29%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name	Ficus Bank		Zeta Title
Address	4321 Random Blvd. Somecity, ST 12340		321 Uptown Dr. Anytown, ST 12345
NMLS ID			
ST License ID			P76821
Contact	Joe Smith		Joan Taylor
Contact NMLS ID	12345		
Contact __ License ID			
Email	joesmith@ficusbank.com		joan@zt.biz
Phone	123-456-7890		555-321-9876

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Closing Disclosure page 81

Applicant Signature

Date

Co-Applicant Signature

Date

TILA RESPA Integrated Disclosure

H-25(F) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction Sample (Amount in Excess of 12 CFR § 1026.19(e)(3))

This is a sample of the completed disclosures required by 12 CFR § 1026.38(e) and (h) for a completed Closing Disclosure for the refinance transaction illustrated by form H-24(D). The Closing Costs have increased in excess of the good faith requirements of 12 CFR § 1026.19(e)(3) by \$200, for which the creditor has provided a refund under 12 CFR § 1026.19(f)(2)(v).

J. TOTAL CLOSING COSTS (Borrower-Paid)	
Closing Costs Subtotals (D + I)	\$5,977.57
Lender Credits (Includes \$200 credit for increase in Closing Costs above legal limit)	\$5,822.57 - \$500.00

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$150,000.00	\$150,000.00	NO
Total Closing Costs (J)	- \$5,099.00	- \$5,977.57	YES • See Total Loan Costs (D) and Total Other Costs (I) • Increase exceeds legal limits by \$200. See Lender Credits on page 2 for credit of excess amount.
Closing Costs Paid Before Closing	\$0	\$655.00	YES • You paid these Closing Costs before closing
Total Payoffs and Payments (K)	- \$120,000.00	- \$115,000.00	YES • See Payoffs and Payments (K)
Cash to Close	\$24,901.00 <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$29,677.43 <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$5,322.57

TILA RESPA Integrated Disclosure

H-25(G) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction With Cash From Consumer at Consummation

This is a sample of a completed Closing Disclosure for a refinance transaction in which the consumer must pay additional funds to satisfy the existing mortgage loan securing the property and other existing debt to consummate the transaction.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Zeta Title
File # 12-3456
Property 123 Anywhere Street
 Anytown, ST 12345
Appraised Prop. Value \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
Lender Fir Bank

Loan Information

Loan Term 30 years
Purpose Refinance
Product Fixed Rate
Loan Type Conventional FHA
 VA _____
Loan ID # 123456789
MIC # 009874513

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$150,000	NO
Interest Rate	4.125%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$726.97	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments	Years 1-4		Years 5-30	
Payment Calculation				
Principal & Interest	\$726.97		\$726.97	
Mortgage Insurance	+	82.35	+	—
Estimated Escrow <i>Amount can increase over time</i>	+	206.13	+	206.13
Estimated Total Monthly Payment	\$1,015.45		\$933.10	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$206.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>		In escrow? YES YES

Costs at Closing		
Closing Costs	\$6,156.60	Includes \$3,800.50 in Loan Costs + \$2,856.10 in Other Costs – \$500 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$6,716.60	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i> <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower

Closing Cost Details

Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges	\$2,250.00		
01 1 % of Loan Amount (Points)	\$1,500.00		
02 Application Fee	\$750.00		
03			
04			
05			
06			
07			
08			
B. Services Borrower Did Not Shop For	\$620.00		
01 Appraisal Fee to John Smith Appraisers Inc.		\$405.00	
02 Credit Report Fee to Information Inc.		\$35.00	
03 Flood Determination Fee to Info Co.	\$25.00		
04 Flood Monitoring Fee to Info Co.	\$45.00		
05 Tax Monitoring Fee to Info Co.	\$65.00		
06 Tax Status Research Fee to Info Co.	\$45.00		
07			
08			
09			
10			
C. Services Borrower Did Shop For	\$930.50		
01 Pest Inspection Fee to Pests Co.	\$80.00		
02 Title – Insurance Binder to Epsilon Title Co.	\$50.00		
03 Title – Lender’s Title Policy to Epsilon Title Co.	\$250.50		
04 Title – Settlement Agent Fee to Epsilon Title Co.	\$350.00		
05 Title – Title Search to Epsilon Title Co.	\$200.00		
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)	\$3,800.50		
Loan Costs Subtotals (A + B + C)	\$3,360.50	\$440.00	
Other Costs			
E. Taxes and Other Government Fees	\$80.00		
01 Recording Fees Deed: Mortgage: \$80.00	\$80.00		
02			
F. Prepays	\$2,199.15		
01 Homeowner’s Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96		
02 Mortgage Insurance Premium (1 mo.) to MI Co.	\$82.35		
03 Prepaid Interest (\$17.19 per day from 4/15/2013 to 5/1/2013)	\$275.04		
04 Property Taxes (6 mo.) to Any County USA	\$631.80		
05			
G. Initial Escrow Payment at Closing	\$576.95		
01 Homeowner’s Insurance \$100.83 per month for 2 mo.	\$201.66		
02 Mortgage Insurance \$82.35 per month for 2 mo.	\$164.70		
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60		
04			
05			
06			
07			
08 Aggregate Adjustment	– \$0.01		
H. Other			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL OTHER COSTS (Borrower-Paid)	\$2,856.10		
Other Costs Subtotals (E + F + G + H)	\$2,856.10		
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$6,156.60		
Closing Costs Subtotals (D + I)	\$6,216.60	\$440.00	
Lender Credits	– \$500.00		

Closing Disclosure page 86

Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 Rho Servicing to pay off existing loan	\$124,000.00
02 Beta Card Inc. to pay down credit card balance	\$5,000.00
03 Bob's Home Improvement to pay off mechanic's lien	\$12,000.00
04 State of Anywhere to pay off tax lien	\$10,000.00
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL PAYOFFS AND PAYMENTS	\$151,000.00

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$150,000.00	\$150,000.00	NO
Total Closing Costs (J)	– \$5,691.00	– \$6,156.60	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	\$440.00	YES • You paid these Closing Costs before closing
Total Payoffs and Payments (K)	– \$120,000.00	– \$151,000.00	YES • See Payoffs and Payments (K)
Cash to Close	\$24,309.00	\$6,716.60	Closing Costs Financed (Paid from your Loan Amount) \$5,691.00
	<input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
 - will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
123 Anywhere Street, Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: <i>Property Taxes, Homeowner's Insurance</i>
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	\$576.95	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$269,574.50
Finance Charge. The dollar amount the loan will cost you.	\$116,884.00
Amount Financed. The loan amount available after paying your upfront finance charge.	\$148,367.91
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.404%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	74.66%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name	Fir Bank		Zeta Title
Address	4321 Random Blvd. Somecity, ST 12340		321 Uptown Dr. Anytown, ST 12345
NMLS ID			
ST License ID			P76821
Contact	Joe Smith		Joan Taylor
Contact NMLS ID	12345		
Contact __ License ID			
Email	joesmith@firbank.com		joan@zt.biz
Phone	123-456-7890		555-321-9876

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Closing Disclosure page 89

Applicant Signature

Date

Co-Applicant Signature

Date

FEBRUARY 7, 2014

TILA RESPA Integrated Disclosure

H-25(H) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Cost Details – Model Form

This is a blank model form of the modification to Closing Cost Details permitted by 12 CFR § 1026.38(t)(5)(iv)(B).

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Closing Disclosure page 91

Closing Cost Details

Other Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
E. Taxes and Other Government Fees					
01 Recording Fees Deed: Mortgage:					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
F. Prepays					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14 Aggregate Adjustment					
H. Other					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
15					
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)					

J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)					
Lender Credits					

FEBRUARY 7, 2014

TILA RESPA Integrated Disclosure

H-25(J) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Disclosure for Transaction Not Involving Seller – Model Form

This is a blank model form of the alternative disclosures and modifications permitted by 12 CFR § 1026.38(d)(2), (e), and (t)(5)(vii) for transactions without a seller.



Consumer Financial
Protection Bureau

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property

Appraised Prop. Value

Transaction Information

Borrower

Lender

Loan Information

Loan Term
Purpose
Product

Loan Type Conventional FHA
 VA _____
Loan ID #
MIC #

Loan Terms	Can this amount increase after closing?
Loan Amount	
Interest Rate	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	
	Does the loan have these features?
Prepayment Penalty	
Balloon Payment	

Projected Payments											
Payment Calculation											
Principal & Interest											
Mortgage Insurance											
Estimated Escrow <i>Amount can increase over time</i>											
Estimated Total Monthly Payment											
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	<table border="0"> <thead> <tr> <th style="text-align: left;">This estimate includes</th> <th style="text-align: left;">In escrow?</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Property Taxes</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Homeowner's Insurance</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td></td> </tr> <tr> <td colspan="2"><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></td> </tr> </tbody> </table>	This estimate includes	In escrow?	<input type="checkbox"/> Property Taxes		<input type="checkbox"/> Homeowner's Insurance		<input type="checkbox"/> Other:		<i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	
This estimate includes	In escrow?										
<input type="checkbox"/> Property Taxes											
<input type="checkbox"/> Homeowner's Insurance											
<input type="checkbox"/> Other:											
<i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>											

Costs at Closing	
Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – _____ in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i> <input type="checkbox"/> From <input type="checkbox"/> To Borrower

Closing Disclosure page 94

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property

Estimated Prop. Value

Transaction Information

Borrower

Lender

Loan Information

Loan Term
Purpose
Product

Loan Type Conventional FHA
 VA _____
Loan ID #
MIC #

Loan Terms	Can this amount increase after closing?
Loan Amount	
Interest Rate	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	
	Does the loan have these features?
Prepayment Penalty	
Balloon Payment	

Projected Payments											
Payment Calculation											
Principal & Interest											
Mortgage Insurance											
Estimated Escrow <i>Amount can increase over time</i>											
Estimated Total Monthly Payment											
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This estimate includes	In escrow?										
<input type="checkbox"/> Property Taxes											
<input type="checkbox"/> Homeowner's Insurance											
<input type="checkbox"/> Other:											
<i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>											

Costs at Closing	
Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i> <input type="checkbox"/> From <input type="checkbox"/> To Borrower

Closing Disclosure page 95

Closing Cost Details

Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges			
01 % of Loan Amount (Points)			
02			
03			
04			
05			
06			
07			
08			
B. Services Borrower Did Not Shop For			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
C. Services Borrower Did Shop For			
01			
02			
03			
04			
05			
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)			
Loan Costs Subtotals (A + B + C)			
Other Costs			
E. Taxes and Other Government Fees			
01 Recording Fees Deed: Mortgage:			
02			
F. Prepays			
01 Homeowner's Insurance Premium (mo.)			
02 Mortgage Insurance Premium (mo.)			
03 Prepaid Interest (per day from to)			
04 Property Taxes (mo.)			
05			
G. Initial Escrow Payment at Closing			
01 Homeowner's Insurance per month for mo.			
02 Mortgage Insurance per month for mo.			
03 Property Taxes per month for mo.			
04			
05			
06			
07			
08 Aggregate Adjustment			
H. Other			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL OTHER COSTS (Borrower-Paid)			
Other Costs Subtotals (E + F + G + H)			
J. TOTAL CLOSING COSTS (Borrower-Paid)			
Closing Costs Subtotals (D + I)			
Lender Credits			

Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01	
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL PAYOFFS AND PAYMENTS	

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount			
Total Closing Costs (J)			
Closing Costs Paid Before Closing			
Total Payoffs and Payments (K)			
Cash to Close	<input type="checkbox"/> From <input type="checkbox"/> To Borrower	<input type="checkbox"/> From <input type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount)

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
 - will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than ___ days late, your lender will charge a late fee of _____

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in _____

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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Security Interest

You are granting a security interest in _____

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Adjustable Payment (AP) Table

Interest Only Payments?	
Optional Payments?	
Step Payments?	
Seasonal Payments?	
Monthly Principal and Interest Payments	
First Change/Amount	
Subsequent Changes	
Maximum Payment	

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

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Adjustable Interest Rate (AIR) Table

Index + Margin	
Initial Interest Rate	
Minimum/Maximum Interest Rate	
Change Frequency	
First Change	
Subsequent Changes	
Limits on Interest Rate Changes	
First Change	
Subsequent Changes	

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
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Optional Payments?	
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Seasonal Payments?	
Monthly Principal and Interest Payments	
First Change/Amount	
Subsequent Changes	
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Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in _____

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Adjustable Interest Rate (AIR) Table

Index + Margin
Initial Interest Rate
Minimum/Maximum Interest Rate
Change Frequency
First Change
Subsequent Changes
Limits on Interest Rate Change
First Change
Subsequent Changes

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.

Finance Charge. The dollar amount the loan will cost you.

Amount Financed. The loan amount available after paying your upfront finance charge.

Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.

Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name			
Address			
NMLS ID			
___ License ID			
Contact			
Contact NMLS ID			
Contact ___ License ID			
Email			
Phone			

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Closing Disclosure page 102

Applicant Signature

Date

Co-Applicant Signature

Date

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Loan Acceptance

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Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name			
Address			
NMLS ID			
___ License ID			
Contact			
Contact NMLS ID			
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Email			
Phone			

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