



## TILA RESPA Integrated Disclosures (TRID)



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# AGENDA



- TRID overview
- New definitions
- The forms
- Timing requirements
- Fees and tolerances
- Q&A



# OVERVIEW of TRID



- TRID is applicable on applications received on or after October 03, 2015.
- Initial Truth-in Lending disclosure(TIL) and RESPA Good Faith Estimate (GFE) combined into new Loan Estimate form (LE)
- Final Truth-in-Lending disclosure and RESPA HUD-1 combined into new Closing Disclosure(CD)
- Existing process of requiring GFE and TIL will be followed for all applications taken before October 03, 2015.
- New timing requirements for disclosures.
- New tolerance levels for disclosed estimates.
- New Pre-Disclosure requirements.
- New “Know before you owe” toolkit to be provided on purchase transactions which replaces the current “Settlement Information Booklet”.
- Changes in post closing re-disclosure requirement and a few loan servicing disclosure changes.



# GOALS OF TRID



- Easier to use mortgage disclosure forms. Usage of consumer-friendly formatting and language to clarify mortgage process.
- Reduce paperwork and improves consumer understanding by adding pertinent information on front page.
- Assist consumers in determining if the cost is affordable now and into the future by making information readily available within the disclosures.
- Provide more reliable cost estimates and protect consumers from surprises at the closing table.
- Allow more time to review closing documents, giving consumers the opportunity to raise questions and concerns.

**The TILA-RESPA Integrated Disclosure rule is applicable to most closed-end consumer credit transactions secured by real estate (property).**

The new Rule does not apply to the following loans:

- Reverse Mortgages
- Home equity lines of credit (HELOC's)
- Mortgages secured by a dwelling that is not real property (e.g., mobile home, house boat)
- Certain subordinate liens associated with housing assistance loan programs

**Certain types of loans that are currently subject to TILA but not RESPA are subject to the TILA-RESPA rule's integrated disclosure requirements, including:**

- Construction-only loans
- Loans secured by vacant land or by 25 or more acres
- Credit extended to certain trusts for tax or estate planning purposes also are covered by the TILA-RESPA rule

**Note: Loans not covered by the rule are still covered by the existing disclosure requirements.**

# PRE-DISCLOSURE RESTRICTIONS



- Applies to consumer-specific written estimates provided to the borrower before the official Loan Estimate
- A fee or closing cost worksheet may be provided to the borrower prior to the Loan Estimate, subject to conditions:
  - Must clearly and conspicuously include the following disclaimer in 12 point font: “Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.”
- No fees may be imposed on a consumer in connection with the application before the consumer has received the Loan Estimate and indicated to the creditor an intent to proceed with the transaction. Exception is for a reasonable fee for obtaining the consumer’s credit report.
- May not require a consumer to submit documents verifying information related to the application before providing the Loan Estimate.



# APPLICATION

Application definition consists of six items submitted by the borrower.

## 6 ITEMS THAT TRIGGER APPLICATION

- A –Address
- L –Loan Amount
- I –Income
- E –Estimated Value of the Property
- N –Name
- S –Social Security Number

An application is considered complete, when all six items are provided in any form (Ex - written or electronic format, and includes a written record of an oral application). Timeline for disclosures begins on that date.



# OVERVIEW

Loan Estimate	Closing Disclosure
<b>Three pages long</b>	<b>Five pages long</b>
Combines 2 page early TIL and 3 page GFE	Combines 3 page HUD-1 and 2 page final TIL
<b>Who provides?</b>	<b>Who provides?</b>
Two options: Lender or Mortgage Broker	Two options: lender or combination of lender and settlement agent
<b>When?</b>	<b>When?</b>
Sent within 3 days of application and 7 days before Consummation or delivered 4 days before consummation in case of a revised LE	Should be delivered 3 days before consummation
<b>Subject to tolerances?</b>	<b>Subject to tolerances ?</b>
Yes	Yes

# LOAN ESTIMATE - AT A GLANCE



- Contains GFE and TIL content with major format and presentation changes
- Consistent with the goal of making this information easier for borrower to understand, most important information is listed first, such as Interest Rates, Monthly Payments and Cost at Closing.
- Values are listed with whole dollar amounts, except the principal & interest which are listed with decimals.
- Percentages are listed as whole values when applicable. If the value does have decimal then it will be rounded to maximum three decimal places.
- Lender paid broker compensation is not disclosed on Loan Estimate. It will be only disclosed on the Closing Disclosure.
- Is a dynamic form. For e.g. inapplicable disclosures are left blank or those sections do not appear at all.
- Adjustable interest rate and adjustable payment tables do not show if they do not apply to the loan.
- Use of "NA" for any section is not permitted.



# LOAN ESTIMATE - PAGE 1



## Page 1 of the Loan Estimate is broken into four sections:

- General information about the loan
- Specific loan terms
- Projected payments over the life of the loan
- Estimated cost to close the transaction

SUN WEST MORTGAGE COMPANY, INC.  
18000 STUDEBAKER ROAD, SUITE 200  
CERRITOS, CA 90703-2680

Save this Loan Estimate to compare with your Closing Disclosure.

### Loan Estimate

DATE ISSUED: 2/15/2013  
APPLICANTS: Michael Jones and Mary Stone  
123 Anywhere Street  
Anytown, ST 12345  
PROPERTY: 456 Somewhere Avenue  
Anytown, ST 12345  
SALE PRICE: \$180,000

LOAN TERM: 30 years  
PURPOSE: Purchase  
PRODUCT: Fixed Rate  
LOAN TYPE: ☒ Conventional ☐ FHA ☐ VA ☐  
LOAN ID #: 123456789  
RATE LOCK: ☐ NO ☒ YES, until 6/16/2013 at 5:00 p.m. EDT  
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/2013 at 5:00 p.m. EDT.

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <small>See Projected Payments below for your Estimated Total Monthly Payment</small>	\$761.78	NO
Prepayment Penalty	<b>YES</b> - As high as \$1,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82	+ —
Estimated Escrow <small>Amount can increase over time</small>	+ 206	+ 206
<b>Estimated Total Monthly Payment</b>	<b>\$1,050</b>	<b>\$968</b>

Estimated Taxes, Insurance & Assessments <small>Amount can increase over time</small>	\$206 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <small>See Section 6 on page 2 for escrowed property costs. You must pay for other property costs separately.</small>	<b>Is escrow?</b> <b>YES</b>
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Costs at Closing	
Estimated Closing Costs	\$8,054 <small>Includes \$5,672 in Loan Costs + \$2,382 in Other Costs - \$0 in Lender Credits. See page 2 for details.</small>
Estimated Cash to Close	\$16,054 <small>Includes Closing Costs. See Calculating Cash to Close on page 2 for details.</small>

Visit [www.consumerfinance.gov/mortgage-estimate](http://www.consumerfinance.gov/mortgage-estimate) for general information and tools.

LOAN ESTIMATE: PAGE 1 OF 3 • LOAN #123456789

# LOAN ESTIMATE - PAGE 1



SUN WEST MORTGAGE COMPANY, INC. 18000 STUDEBAKER ROAD, SUITE 200 CERRITOS, CA 90703-2680		Save this Loan Estimate to compare with your Closing Disclosure.	
<b>Loan Estimate</b>			
DATE ISSUED	2/15/2013	LOAN TERM	30 years
APPLICANTS	John Doe 123 Anywhere Street Anytown, ST 12345	PURPOSE	Purchase
PROPERTY	456 Somewhere Avenue Anytown, ST 12345	PRODUCT	Fixed Rate
SALE PRICE	\$180,000	LOAN TYPE	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____
		LOAN ID #	123456789
		RATE LOCK	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, until 4/16/2013 at 5:00 p.m. EDT <i>Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/2013 at 5:00 p.m. EDT</i>

- Logo and slogan only of Lender is allowed at the top along with address. This must fit in the given area and not change the title or disclaimer. If a mortgage broker is completing the Loan Estimate, name of the Lender must be used if known. If not yet known, leave this space blank.
- DATE ISSUED: Date the Loan Estimate is mailed or delivered to the consumer.
- PROPERTY: The property address that will secure the transaction must now include the zip code.
- SALE PRICE: Sale price of property in case of purchase transaction. This section will be renamed to "ESTIMATED PROPERTY VALUE" or "APPRAISED PROPERTY VALUE" in case of a refinance.
- PURPOSE: It should be either Purchase, Refinance, Construction or Home Equity loan.
- RATE LOCK: NO/YES boxes with expiration date for rate and closing costs. If the loan is locked, expiration date must include the time zone.

# LOAN ESTIMATE - PAGE 1



Loan Terms		Can this amount increase after closing?
Loan Amount	\$211,000	NO
Interest Rate	4%	YES <ul style="list-style-type: none"> <li>• Adjusts <b>every 3 years</b> starting in year 6</li> <li>• Can go <b>as high as 12%</b> in year 15</li> <li>• See <b>AIR Table on page 2</b> for details</li> </ul>
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$703.33	YES <ul style="list-style-type: none"> <li>• Adjusts <b>every 3 years</b> starting in year 6</li> <li>• Can go <b>as high as \$2,068</b> in year 15</li> <li>• Includes <b>only interest</b> and <b>no principal</b> until year 6</li> <li>• See <b>AP Table on page 2</b> for details</li> </ul>
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO

- Loan Amount must be disclosed in whole dollars
- Interest Rate: If rate has no decimal, disclose without decimal or up to 3 decimals in case of a interest rate with decimal.
- Monthly Principal & Interest: Includes dollars and cents. If applicable must include description of any future adjustments.
- Prepayment Penalty: SWMC does not currently offer products with pre-payment penalties.
- Balloon Payment: SWMC does not currently offer products with balloon payment.
- Other loan demographics such as term of first interest rate and monthly P&I adjustment, frequency of adjustments, year when the loan may reach life cap etc have to be provided in case of ARM loans.

# LOAN ESTIMATE - PAGE 1



Projected Payments				
Payment Calculation	Years 1-5	Years 6-8	Years 9-11	Years 12-30
Principal & Interest	\$703.33 <i>only interest</i>	\$1,028 min \$1,359 max	\$1,028 min \$1,604 max	\$1,028 min \$2,068 max
Mortgage Insurance	+ 109	+ 109	+ 109	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 0	+ 0	+ 0	+ 0
<b>Estimated Total Monthly Payment</b>	<b>\$812</b>	<b>\$1,137–\$1,468</b>	<b>\$1,137–\$1,713</b>	<b>\$1,028–\$2,068</b>
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time</i>	\$533 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>		
				<b>In escrow?</b> <b>NO</b> <b>NO</b>

- Principal & Interest: Includes dollars and cents. Where there is a range of payments possible, must provide a minimum and maximum of the possible payments by rounding it.
- Mortgage Insurance: Rounded and shown in separate column. It will show year in which MI will terminate. If loan does not have Mortgage Insurance then indicated with “—”. Very detailed requirement to determine correct number of columns.
- Estimated Escrow: Amount is rounded and additional information showing whether payment includes Property Taxes & Homeowner’s insurance is included.
- Estimated Total Monthly Payment: Rounded total of above calculations.
- Estimated Taxes, Insurance & Assessments total is rounded.



# LOAN ESTIMATE - PAGE 1



Costs at Closing		
Estimated Closing Costs	\$8,791	Includes \$5,851 in Loan Costs + \$2,940 in Other Costs – \$0 in Lender Credits. <i>See page 2 for details.</i>
Estimated Cash to Close	\$27,791	Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i>
Visit <a href="http://www.consumerfinance.gov/mortgage-estimate">www.consumerfinance.gov/mortgage-estimate</a> for general information and tools.		
LOAN ESTIMATE		PAGE 1 OF 3 • LOAN ID # 123456789

- Should match the calculation shown on page 2
- The Estimated Closing Costs provides a detailed break-up of the subcategories of closing costs:
  - Loan Costs
  - Other Costs
  - Lender Credits
- Estimated Cash to Close provides the cash to be brought in at closing (inclusive of closing costs). On refinance transaction, this will also indicate whether the borrower is bringing cash to the transaction or will be receiving proceeds from the transaction.

# LOAN ESTIMATE - PAGE 2



- Fee Naming should be uniform and in alphabetical order.
- Fee lines are not numbered.
- Total number of lines allowed per section are defined.
- Dollar amounts should be rounded to the nearest dollar.

Closing Cost Details		
Loan Costs		
<b>A. Origination Charges</b>		<b>\$1,802</b>
.25 % of Loan Amount (Points)	\$405	
Application Fee	\$300	
Underwriting Fee	\$1,097	
<b>B. Services You Cannot Shop For</b>		<b>\$672</b>
Appraisal Fee	\$405	
Credit Report Fee	\$30	
Flood Determination Fee	\$20	
Flood Monitoring Fee	\$32	
Tax Monitoring Fee	\$75	
Tax Status Research Fee	\$110	
<b>C. Services You Can Shop For</b>		<b>\$3,198</b>
Pest Inspection Fee	\$135	
Survey Fee	\$65	
Title – Insurance Binder	\$700	
Title – Lender's Title Policy	\$535	
Title – Settlement Agent Fee	\$502	
Title – Title Search	\$1,261	
<b>D. TOTAL LOAN COSTS (A + B + C)</b>		<b>\$5,672</b>
Other Costs		
<b>E. Taxes and Other Government Fees</b>		<b>\$85</b>
Recording Fees and Other Taxes	\$85	
Transfer Taxes		
<b>F. Prepaids</b>		<b>\$867</b>
Homeowner's Insurance Premium ( 6 months)	\$605	
Mortgage Insurance Premium ( months)		
Prepaid Interest ( \$17.44 per day for 15 days @ 3.875%)	\$262	
Property Taxes ( months)		
<b>G. Initial Escrow Payment at Closing</b>		<b>\$413</b>
Homeowner's Insurance \$100.83 per month for 2 mo.	\$202	
Mortgage Insurance per month for mo.		
Property Taxes \$105.30 per month for 2 mo.	\$211	
<b>H. Other</b>		<b>\$1,017</b>
Title – Owner's Title Policy (optional)	\$1,017	
<b>I. TOTAL OTHER COSTS (E + F + G + H)</b>		<b>\$2,382</b>
<b>J. TOTAL CLOSING COSTS</b>		<b>\$8,054</b>
D + I	\$8,054	
Lender Credits		
Calculating Cash to Close		
Total Closing Costs (J)	\$8,054	
Closing Costs Financed (Paid from your Loan Amount)	\$0	
Down Payment/Funds from Borrower	\$18,000	
Deposit	– \$10,000	
Funds for Borrower	\$0	
Seller Credits	\$0	
Adjustments and Other Credits	\$0	
<b>Estimated Cash to Close</b>		<b>\$16,054</b>





# LOAN ESTIMATE - PAGE 2



## Origination Charges

- Max 13 items permitted. Additional items will be summed up in the 13<sup>th</sup> line.
- Addendum cannot be used to itemize additional items.
- Lender paid compensation is not disclosed

Loan Costs	
<b>A. Origination Charges</b>	<b>\$1,802</b>
.25 % of Loan Amount (Points)	\$405
Application Fee	\$300
Underwriting Fee	\$1,097

## Services You Cannot Shop For

- Max 13 items permitted. Additional items will be summed up in the 13<sup>th</sup> line.
- Addendum cannot be used to itemize additional items.
- Appraisal fee, Credit report, Flood determination, Upfront MI

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

## Services You Can Shop For

- Max 14 items permitted. Additional items will be summed up in the 14<sup>th</sup> line.
- Addendum may be used to itemize the additional charges.
- Pest Inspection, Survey, Title fees (must start with "Title –")

<b>C. Services You Can Shop For</b>	<b>\$3,198</b>
Pest Inspection Fee	\$135
Survey Fee	\$65
Title – Insurance Binder	\$700
Title – Lender's Title Policy	\$535
Title – Settlement Agent Fee	\$502
Title – Title Search	\$1,261

<b>D. TOTAL LOAN COSTS (A + B + C)</b>	<b>\$5,672</b>
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# LOAN ESTIMATE - PAGE 2



## Taxes and Other Government Fees

- Max 2 items permitted
- Recording Fees = 10% tolerance and Transfer taxes = Zero tolerance

## Prepays

- First 4 items predefined
- Max 7 items permitted

## Initial Escrow Payment at Closing

- First 3 items predefined
- Max 8 items permitted

## Other

- Max 5 items permitted
- Owner's Title (must start with "Title –")
- All non lender required fees must include the parenthetical description (optional) at the end of the label.

Other Costs	
<b>E. Taxes and Other Government Fees</b>	<b>\$85</b>
Recording Fees and Other Taxes	\$85
Transfer Taxes	

<b>F. Prepays</b>	<b>\$867</b>
Homeowner's Insurance Premium ( 6 months)	\$605
Mortgage Insurance Premium ( months)	
Prepaid Interest ( \$17.44 per day for 15 days @ 3.875%)	\$262
Property Taxes ( months)	

<b>G. Initial Escrow Payment at Closing</b>	<b>\$413</b>
Homeowner's Insurance \$100.83 per month for 2 mo.	\$202
Mortgage Insurance per month for mo.	
Property Taxes \$105.30 per month for 2 mo.	\$211

<b>H. Other</b>	<b>\$1,017</b>
Title – Owner's Title Policy (optional)	\$1,017

<b>I. TOTAL OTHER COSTS (E + F + G + H)</b>	<b>\$2,382</b>
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# LOAN ESTIMATE - PAGE 2



## TOTAL CLOSING COSTS

- Total Loan Costs + Other Costs (D + I)
- Lender Credits = Sum of lender credits (includes YSP credit) is disclosed as a negative number.

## Calculating Cash to Close

- Closing Costs Financed is the amount of any closing costs to be paid out of loan proceeds.
- Deposit (Earnest money) in a purchase transaction is disclosed as a negative number.
- Seller Credits are disclosed as a negative number.
- Adjustments and Other credits is disclosed as a negative number but does not include costs paid by the loan originator, creditor, consumer, or seller, for costs borrower must pay.

Example: Family members providing gifts or a developer or home builder organization providing a credit in the transaction.

- An additional Adjustable Interest rate (AIR) table and Adjustable payment (AP) table is to be added in case of ARM loans.

<b>J. TOTAL CLOSING COSTS</b>	<b>\$8,054</b>
D + I	\$8,054
Lender Credits	

## Refinance

Calculating Cash to Close	
Loan Amount	\$150,000
Total Closing Costs (J)	– \$5,099
Estimated Total Payoffs and Payments	– \$120,000
<b>Estimated Cash to Close</b> <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	<b>\$24,901</b>
Estimated Closing Costs Financed (Paid from your Loan Amount)	\$5,099

## Purchase

Calculating Cash to Close	
Total Closing Costs (J)	\$8,054
Closing Costs Financed (Paid from your Loan Amount)	\$0
Down Payment/Funds from Borrower	\$18,000
Deposit	– \$10,000
Funds for Borrower	\$0
Seller Credits	\$0
Adjustments and Other Credits	\$0
<b>Estimated Cash to Close</b>	<b>\$16,054</b>



## Additional information about this loan:

- This includes lender and mortgage broker information, such as the NMLS ID, phone and email addresses.

## Comparisons

- Total paid in P&I, MI, Loan Costs in 5 yrs.
- APR (Percentage Disclosure rules apply)
- Total Interest Percentage includes per diem interest.

## Confirm Receipt

- Similar disclosure from TIL
- Signature does not indicate Intent to Proceed

Additional Information About This Loan			
<b>LENDER</b> <b>NMLS ID, LICENSE ID</b> <b>LOAN OFFICER</b> <b>NMLS ID, LICENSE ID</b> <b>EMAIL</b> <b>PHONE</b>		<b>Sun West Mortgage</b>  Joe Smith 12345 joesmith@ficusbank.com 123-456-7890	
<b>MORTGAGE BROKER</b> <b>NMLS ID, LICENSE ID</b> <b>LOAN OFFICER</b> <b>NMLS ID, LICENSE ID</b> <b>EMAIL</b> <b>PHONE</b>		      	
Comparisons		Use these measures to compare this loan with other loans.	
In 5 Years	\$56,582 \$15,773	Total you will have paid in principal, interest, mortgage insurance, and loan costs. Principal you will have paid off.	
Annual Percentage Rate (APR)	4.274%	Your costs over the loan term expressed as a rate. This is not your interest rate.	
Total Interest Percentage (TIP)	69.45%	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	
Other Considerations			
Appraisal	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.		
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.		
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.		
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 5% of the monthly principal and interest payment.		
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.		
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input checked="" type="checkbox"/> to transfer servicing of your loan.		
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

# LOAN ESTIMATE - DELIVERY



## Loan Estimate must be delivered or placed in the mail:

- Within three business days after creditor or broker receives an application
- Seven specific business days before consummation
- A revised Loan Estimate must be received by the borrower 4 business days prior to consummation. So if there is no acknowledgement of receipt received, 3 days mailbox rule applies and consummation can be done only after 7 days from the date revised LE was sent.
- Cannot be delivered with or after Closing Disclosure(CD)

## “Business day” has two meanings:

- Three-day Rule: Days on which the creditor’s offices are open to the public for carrying on substantially all of its business functions” after receiving application **(It will not include Saturday and Sunday).**
- Seven-Day Rule: Calendar days except Sundays and legal public holidays” before consummation [“specific business day”]
- Four Day Rule : Calendar days except Sundays and legal public holidays” before consummation [“specific business day”]

**Note : 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. **It is the day when the borrower signs the Promissory Note.**

# WRITTEN LIST OF SERVICE PROVIDERS



- Settlement Service Provider List (SSPL) must be provided on separate sheet of paper/model form provided
- Creditor / Broker must provide consumer with SSPL
- Must include sufficient information to allow the consumer to contact the provider. Ex – Name, Address and Provider's telephone number
- Must also state that the consumer may choose a different provider for that service
- At least one provider for each service, along with contact information for provider which the consumer may shop.
- Same timing as provision of Loan Estimate within three business days of application
- Lender affiliates may be listed on SSPL
- No prohibition to limiting providers to affiliates only
- A creditor does not allow a consumer to shop when the written list consists of only settlement service providers that are no longer in business or that do not provide services where the consumer or property is located
- Estimated fees are not required to be mandatorily listed on the list of service providers
- If the written list of service provider complying with the above requirements is not provided, the charges for corresponding services should be disclosed under Section B (Services you cannot shop for) of Loan Estimate.



# WRITTEN LIST OF SERVICE PROVIDERS

## Model Form

Additional Details for Services You Can Shop For			
To get you started with shopping, this list identifies some providers for the services you can shop for (see Section C on page 2).			
Service Provider List		You can select these providers or shop for your own providers.	
Service	Estimate	Provider We Identified	Contact Information
Pest Inspection Fee	\$135	Pest Co.	Jane P. 123 Avenue A Anytown, ST 12345 janep@pestco.com 111-222-3333
Survey Fee	\$65	Surveyor LLC	Bill B. 456 Avenue B Anytown, ST 12341 billb@surveyorllc.com 111-333-4444
Survey Fee		Surveys Inc.	Charlie P. 654 Avenue C Anytown, ST 12340 charliep@surveysinc.com 111-333-2222
Title – Insurance Binder	\$650	Gamma Title Co.	Joanna C. 789 Avenue D Anytown, ST 12333 joannac@gammatitle.com 222-444-5555
Title – Lender's Title Insurance	\$500		
Title – Title Search	\$800		
Title – Settlement Agent Fee	\$500		
Title – Lender's Title Insurance	\$1,100	Delta Title Inc.	Frank F. 321 Avenue E Anytown, ST 12321 frankf@delatitle.com 222-444-6666
Title – Other Title Services	\$1,000		
Title – Settlement Agent Fee	\$350		

# TOLERANCE LIMITS



## Zero Tolerance:

- Fees paid to the creditor, mortgage broker or an affiliate of either
- Fees paid to an unaffiliated third party if the creditor did not permit the borrower to shop
- Transfer Taxes

## 10% Cumulative Tolerance:

- Recording Fees
- Charges for third-party services where the charge is not paid to the creditor or the creditor's affiliate; and/or
- Consumer is permitted by the creditor to shop, but selects a service provider on the creditor's written list of service providers

## No Tolerance:

- Prepays, Property Insurance Premiums and Amount placed in escrow
- Fees paid to 3rd-party service providers selected by consumer not on list provided by creditor
- Fees paid for 3rd-party services not required by creditor



# LOAN ESTIMATE REVISION



- Creditors are bound by the LE and may not issue revisions to correct technical errors, miscalculations, or underestimations of charges.
- Revised LE permitted only in below mentioned specific circumstances and should be provided within 3 business days of the change:
  - Changed circumstances (same as the current rule) that occur after the LE is provided to the consumer and cause settlement charges to increase more than permitted tolerance limits.
  - An extraordinary event beyond the control of any interested party or other unexpected event specific to the consumer or transaction. For e.g. a natural disaster.
  - Changed circumstances that occur after the LE is provided to the consumer and affect the consumer's eligibility for the terms for which the consumer applied or the value of the security for the loan. For e.g. there are two co-applicants applying for a mortgage loan and the creditor relied on a combined income when providing the Loan Estimate, but one applicant subsequently becomes unemployed.
  - Information specific to the consumer or transaction that the creditor relied upon when providing the Loan Estimate and that was inaccurate or changed after the disclosures were provided. For e.g. the creditor provided an estimate of title insurance on the Loan Estimate, but the title insurer goes out of business during underwriting.

# LOAN ESTIMATE REVISION..(CONTINUED)



- New information specific to the consumer or transaction that the creditor did not rely on when providing the Loan Estimate. For e.g. the neighbor of the seller filing a claim contesting the boundary of the property to be sold.
- Revisions are requested by the consumer
- Rate lock event
- An intent to proceed is indicated with the transaction more than 10 business days after the LE was originally provided.

**The creditor cannot reissue the Loan Estimate unless the cumulative change of charges subject to 10% tolerance exceeds more than 10%:**

- This means it might take 2 or more changes before the cumulative 10% change occurs.
- If the Loan Estimate is revised before the 10% CUMULATIVE is reached, such revised Loan Estimate WILL NOT be used to compare with the Closing Disclosure.
- If a series of changed circumstances contributes to the need for increased fees, the due date of the revised disclosure is determined based on last event, which is increasing the disclosed fee over the 10% limit.



# CLOSING DISCLOSURE AT-A-GLANCE



**This five page disclosure combines Final Truth-In-Lending disclosure and HUD-1 Settlement Statement.**

- Page 1: Almost identical to page 1 of Loan Estimate
- Page 2: Includes itemization & details of closing cost, which is similar to page 2 of HUD-1
- Page 3: Similar to page 1 & 3 of HUD-1. This includes cash to close and summaries of Transactions section.
- Page 4: Similar to existing final Truth-In-Lending, which includes Assumption, Demand Feature, Late payment & Security Interest Section. Sections for Negative Amortization, Partial Payments and Escrow Account are newly introduced.
- Page 5: Starts with Loan Calculations section, which is similar to information on Final Truth-In-Lending. "Other Disclosures" section along with "Contact Information" section is addition in the this disclosure.

# CLOSING DISCLOSURE - PAGE 1



- **Basic Information:**
  - Similar to Page 1 of HUD-1. “Date Issued” is a new field added to this section.
- **Loan Terms:**
  - Similar to format of Loan Estimate. There are Yes-No questions. If answer to any question is Yes, additional information must be disclosed.
- **Projected Payments:**
  - Similar to TIL. A fixed rate loan with no mortgage insurance will have one column while, loans with mortgage insurance or adjustable features will have multiple columns.
  - Estimates of Taxes, Insurance & Assessments such as HOA dues are listed and designated whether they are escrowed.
- **Costs at Closing**

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

<b>Closing Information</b>		<b>Transaction Information</b>		<b>Loan Information</b>	
Date Issued	4/15/2013	Borrower	Michael Jones and Mary Stone	Loan Term	30 years
Closing Date	4/15/2013		123 Anywhere Street	Purpose	Purchase
Disbursement Date	4/15/2013		Anytown, ST 12345	Product	Fixed Rate
Settlement Agent	Epsilon Title Co.	Seller	Steve Cole and Amy Doe	Loan Type	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA
File #	12-3456		321 Somewhere Drive	<input type="checkbox"/> VA <input type="checkbox"/>	
Property	456 Somewhere Ave	Lender	Anytown, ST 12345	Loan ID #	123456789
	Anytown, ST 12345		Flour Bank	MIC #	000654321
Sale Price	\$180,000				

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

<b>Projected Payments</b>			
<b>Payment Calculation</b>	<b>Years 1-7</b>	<b>Years 8-30</b>	
Principal & Interest	\$761.78	\$761.78	
Mortgage Insurance	+ 82.35	+ —	
Estimated Escrow	+ 206.13	+ 206.13	
<small>Amount can increase over time</small>			
<b>Estimated Total Monthly Payment</b>	<b>\$1,050.26</b>	<b>\$967.91</b>	

<b>Estimated Taxes, Insurance &amp; Assessments</b>	<b>This estimate includes</b>	<b>In escrow?</b>
\$356.13 a month	<input checked="" type="checkbox"/> Property Taxes	YES
<small>Amount can increase over time See page 4 for details</small>	<input checked="" type="checkbox"/> Homeowner's Insurance	YES
	<input checked="" type="checkbox"/> Other: Homeowner's Association Dues	NO
	<small>See Escrow Account on page 4 for details. You must pay for other property costs separately.</small>	

<b>Costs at Closing</b>	
<b>Closing Costs</b>	\$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.
<b>Cash to Close</b>	\$14,147.26 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

CLOSING DISCLOSURE PAGE 1 OF 5 - LOAN ID # 123456789

# CLOSING DISCLOSURE - PAGE 2

## ■ Closing Cost Details:

- Similar to page 2 of HUD-1. Provide an itemized details of closing costs.
- The fees are shown alphabetically with no line numbers.
- Unlike the Loan Estimate, fees are not rounded.
- There are columns for Borrower-Paid, Seller-Paid & Paid by Others.
- Though lender paid compensation to a broker is not disclosed on LE, it will be showed on CD under Paid by Others column.
- Borrower & seller fees are listed as either at closing or before closing. POC fees such as appraisal fees will go under Before Closing column.
- Refinance transactions will not have Seller-Paid column.

Closing Cost Details		Borrower-Paid		Seller-Paid		Paid by Others	
		At Closing	Before Closing	At Closing	Before Closing	At Closing	Before Closing
<b>Loan Costs</b>							
<b>A. Origination Charges</b>							
		\$300.00	\$1,099.00				
<b>B. Services Borrower Did Not Shop For</b>		\$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					
<b>C. Services Borrower Did Shop For</b>		\$2,655.50					
01	Pest Inspection Fee to Pests Co.	\$120.50					
02	Survey Fee to Surveys Co.	\$20.00					
03	Title - Insurance Binder to Epsilon Title Co.	\$31.75					
04	Title - Lender's Title Insurance to Epsilon Title Co.	\$75.00					
05	Title - Settlement Agent Fee to Epsilon Title Co.	\$80.00					
06	Title - Title Search to Epsilon Title Co.						
<b>D. TOTAL LOAN COSTS (Borrower-Paid)</b>		\$4,664.25	\$29.80				
Loan Costs Subtotals (A + B + C)							
<b>Other Costs</b>							
<b>E. Taxes and Other Government Fees</b>		\$85.00					
01	Recording Fees Deed: \$40.00 Mortgage: \$45.00	\$85.00					
02	Transfer Tax to Any State			\$950.00			
<b>F. Prepaids</b>		\$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					
<b>G. Initial Escrow Payment at Closing</b>		\$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					
<b>H. Other</b>		\$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					
04	Home Warranty Fee to XYZ Warranty Inc.			\$450.00			\$750.00
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					
<b>I. TOTAL OTHER COSTS (Borrower-Paid)</b>		\$5,018.05					
Other Costs Subtotals (E + F + G + H)		\$5,018.05					
<b>J. TOTAL CLOSING COSTS (Borrower-Paid)</b>		\$9,712.10					
Closing Costs Subtotals (D + I)		\$9,682.30	\$29.80	\$12,800.00	\$750.00		\$405.00
Lender Credits							

CLOSING DISCLOSURE

PAGE 2 OF 5 - LOAN ID # 123456789

# CLOSING DISCLOSURE - PAGE 3



## ■ Calculating Cash to Close :

- Similar to HUD-1 page 3 comparison chart.
- It is dynamic, if any item suggest as “Yes” under column “Did this change?” , additional details must be provided advising the borrower what has changed.

## ■ Summaries of Transaction :

- Similar to page 1 of HUD-1.
- It provides breakdown of both borrower and seller transactions.

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 (I)	\$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
<b>Cash to Close</b>	<b>\$16,054.00</b>	<b>\$14,147.26</b>	

Summaries of Transactions		Use this table to see a summary of your transaction.	
BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
<b>K. Due from Borrower at Closing</b>	<b>\$189,762.30</b>	<b>M. Due to Seller at Closing</b>	<b>\$180,000.00</b>
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 (I)	\$9,682.30	03. Closing Costs Paid at Closing (I)	\$12,800.00
04. Closing Costs Paid Before Closing	-\$29.80	04. Closing Costs Paid Before Closing	
05. Seller Credits	-\$2,500.00	05. Seller Credits	\$2,500.00
06. Adjustments and Other Credits	-\$1,035.04	06. Adjustments and Other Credits	
<b>Adjustments for Items Paid by Seller in Advance</b>		<b>Adjustments for Items Paid by Seller in Advance</b>	
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	4/15/13 to 4/30/13 \$80.00	11. HOA Dues	4/15/13 to 4/30/13 \$80.00
12. City/Town Taxes	to	12. City/Town Taxes	to
13. County Taxes	to	13. County Taxes	to
14. Assessments	to	14. Assessments	to
15. HOA Dues	to	15. HOA Dues	to
<b>L. Paid Already by or on Behalf of Borrower at Closing</b>	<b>\$175,615.04</b>	<b>N. Due from Seller at Closing</b>	<b>\$115,665.04</b>
01. Deposit	\$10,000.00	01. Deposit	
02. Loan Amount	\$162,000.00	02. Closing Costs Paid at Closing (I)	\$12,800.00
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
05. Other Credits		05. Payoff of Second Mortgage Loan	
06. Rebate from Equalize Title Co.	\$750.00	06. Seller Credit	\$2,500.00
07. Adjustments		07. Adjustments	
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	to	11. HOA Dues	to
12. City/Town Taxes	to	12. City/Town Taxes	to
13. County Taxes	to	13. County Taxes	to
14. Assessments	to	14. Assessments	to
15. HOA Dues	to	15. HOA Dues	to
<b>Adjustments for Items Unpaid by Seller</b>		<b>Adjustments for Items Unpaid by Seller</b>	
12. City/Town Taxes 1/1/13 to 4/14/13	\$365.04	12. City/Town Taxes 1/1/13 to 4/14/13	\$365.04
13. County Taxes	to	13. County Taxes	to
14. Assessments	to	14. Assessments	to
15. HOA Dues	to	15. HOA Dues	to
16. City/Town Taxes	to	16. City/Town Taxes	to
17. County Taxes	to	17. County Taxes	to
18. Assessments	to	18. Assessments	to
19. HOA Dues	to	19. HOA Dues	to
<b>CALCULATION</b>		<b>CALCULATION</b>	
Total Due from Borrower at Closing (K)	\$189,762.30	Total Due to Seller at Closing (M)	\$180,000.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$175,615.04	Total Due from Seller at Closing (N)	-\$115,665.04
<b>Cash to Close</b> <input checked="" type="checkbox"/> <b>From</b> <input type="checkbox"/> <b>To Borrower</b>	<b>\$14,147.26</b>	<b>Cash</b> <input type="checkbox"/> <b>From</b> <input checked="" type="checkbox"/> <b>To Seller</b>	<b>\$64,414.96</b>

CLOSING DISCLOSURE PAGE 3 OF 5 - LOAN ID # 123 456 789



# CLOSING DISCLOSURE - PAGE 3

- **Alternate version of Page 3 for refinance transaction :**
  - Includes Name, Description & Amount of payoff.
  - Calculating Cash to Close is moved to bottom of the page.

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			
<b>K. TOTAL PAYOFFS AND PAYMENTS</b>			<b>\$0.00</b>

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Loan Estimate	Final	Did this change?
Loan Amount	\$101,750	\$101,750	NO
Total Closing Costs (L)	\$9,059	\$9,059	NO
Closing Costs Paid Before Closing	\$0	\$300	YES
Total Payoffs and Payments (K)	\$0	\$9,059	YES
Cash to Close	\$110,809.67	\$101,750	
<input checked="" type="checkbox"/> From <input type="checkbox"/> To	<input type="checkbox"/> From <input type="checkbox"/> To	<input type="checkbox"/> From <input type="checkbox"/> To	
Borrower	Borrower	Borrower	
Closing Costs Financed (Paid from your Loan Amount) \$0			

# CLOSING DISCLOSURE - PAGE 4

## Loan Disclosure:

- Similar to the existing final TIL, there are sections regarding Assumptions, Demand Feature, Late Payments & the Security Interest of the property.
- New to the form are sections dedicated to Negative Amortization, Partial Payment & Escrow Account.
- This form specifically discloses costs associated with escrows or impounds such as Taxes.
- Also, it has a section dedicated to non escrowed items such as HOA dues.
- If no escrow account is established then estimate of year one cost including escrow waiver fee is disclosed.
- There is statement regarding future changes in escrow account.

Additional Information About This Loan																					
<b>Loan Disclosures</b>																					
<b>Assumption</b> If you sell or transfer this property to another person, your lender <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.		<b>Escrow Account</b> <b>For now, your loan</b> <input checked="" type="checkbox"/> 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.																			
<b>Demand Feature</b> Your loan <input type="checkbox"/> has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details. <input checked="" type="checkbox"/> does not have a demand feature.		<table border="1"> <thead> <tr> <th colspan="3">Escrow</th> </tr> </thead> <tbody> <tr> <td>Escrowed Property Costs over Year 1</td> <td>\$2,473.56</td> <td>Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes</td> </tr> <tr> <td>Non-Escrowed Property Costs over Year 1</td> <td>\$1,800.00</td> <td>Estimated total amount over year 1 for your non-escrowed property costs: Homeowner's Association Dues</td> </tr> <tr> <td colspan="2"></td> <td>You may have other property costs.</td> </tr> <tr> <td>Initial Escrow Payment</td> <td>\$412.25</td> <td>A cushion for the escrow account you pay at closing. See Section G on page 2.</td> </tr> <tr> <td>Monthly Escrow Payment</td> <td>\$206.13</td> <td>The amount included in your total monthly payment.</td> </tr> </tbody> </table>		Escrow			Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes	Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: Homeowner's Association Dues			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.
Escrow																					
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes																			
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		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.																			
<b>Late Payment</b> 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.		<input type="checkbox"/> will not have an escrow account because <input type="checkbox"/> you declined it <input type="checkbox"/> 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.																			
<b>Negative Amortization</b> (Increase in Loan Amount) Under your loan terms, you <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> do not have a negative amortization feature.		<table border="1"> <thead> <tr> <th colspan="3">No Escrow</th> </tr> </thead> <tbody> <tr> <td>Estimated Property Costs over Year 1</td> <td></td> <td>Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.</td> </tr> <tr> <td>Escrow Waiver Fee</td> <td></td> <td></td> </tr> </tbody> </table>		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											
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																					
<b>Partial Payments</b> Your lender <input checked="" type="checkbox"/> may accept payments that are less than the full amount due (partial payments) and apply them to your loan. <input type="checkbox"/> may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan. <input type="checkbox"/> does not accept any partial payments. If this loan is sold, your new lender may have a different policy.		<b>In the future,</b> 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.																			
<b>Security Interest</b> 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.																					

CLOSING DISCLOSURE

PAGE 4 OF 5 • LOAN ID # 123456789



# CLOSING DISCLOSURE - PAGE 5



## Loan Calculations


- Contains same information as final TIL.
- Total interest percentage (TIP) is added.

## Other Disclosures

- Appraisal
- Contract Details
- Liability after Foreclosure
- Contact information of Lender, Broker, settlement agent, NMLS and state License information.

## Confirmation Receipt

- Same as Loan Estimate.

Loan Calculations		Other Disclosures			
<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$285,803.36	<b>Appraisal</b> 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.			
<b>Finance Charge.</b> The dollar amount the loan will cost you.	\$118,830.27	<b>Contract Details</b> See your note and security instrument for information about: <ul style="list-style-type: none"><li>• what happens if you fail to make your payments,</li><li>• what is a default on the loan,</li><li>• situations in which your lender can require early repayment of the loan, and</li><li>• the rules for making payments before they are due.</li></ul>			
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	\$162,000.00	<b>Liability after Foreclosure</b> If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan, <input checked="" type="checkbox"/> 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. <input type="checkbox"/> state law does not protect you from liability for the unpaid balance.			
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	4.174%	<b>Refinance</b> 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.			
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	69.46%	<b>Tax Deductions</b> 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.			
<div><b>Questions?</b> 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 <a href="http://www.consumerfinance.gov/mortgage-closing">www.consumerfinance.gov/mortgage-closing</a></div>					
Contact Information					
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
<b>Name</b>	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
<b>Address</b>	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Sometown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
<b>NMLS ID</b>					
<b>ST License ID</b>			Z765416	Z61456	Z61616
<b>Contact</b>	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
<b>Contact NMLS ID</b>	12345				
<b>Contact ST License ID</b>			P16415	P51461	PT1234
<b>Email</b>	joesmith@ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@epsilontitle.com
<b>Phone</b>	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.					
Applicant Signature _____		Date _____		Co-Applicant Signature _____	
CLOSING DISCLOSURE				PAGE 5 OF 5 • LOAN ID # 123456789	



# CLOSING DISCLOSURE - TIMELINE



- Creditor is responsible for ensuring that the consumer receives the CD no later than 3 business days before consummation.
- Business day here means all days except Sundays and federal public holidays.
- A consummation of a loan can only be done after 6 days from the date CD is sent or after 3 days from the confirmation of receipt, if delivered in person or electronically.
- Creditors may contract with a settlement agent to provide the CD on the creditor's behalf but creditor remains responsible for any errors.
- The settlement agent must provide the seller with the CD in purchase transactions. The borrower CD should not be shared with the seller to maintain privacy.
- Right to Inspect: The borrower has the right to inspect a revised CD one business day before consummation.

# CLOSING DISCLOSURE REVISION



## Changes before consummation that require a new three-business-day waiting period:

- If disclosed APR increases by more than 0.125%
- If the loan product changes (such as a change from fixed rate to adjustable rate or vice-versa)
- If a prepayment penalty is added

## New three-business-day waiting period not required for other changes and can be disclosed directly at closing. Examples :

- Walk through inspection reveals broken dishwasher, Seller agrees to \$500 adjustment
- Last minute agreement between buyer and seller to buy certain household furnishings
- Increase to hazard insurance paid by borrower

# TRID - TIMELINE



## Use of Mail Option

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Loan Application	4	5	6 Last Day to send LE	7	8
		Three day period to send initial LE (Sat-Sun & Fed Holidays not included)			Three day delivery period (Sun & Fed Holidays not included)	
9	10 LE is received by the consumer	11 ITOP provided & appraisal is ordered	12	13	14 CD is sent.  Earliest date consummation can occur.	15
16	17	18 CD is received by the consumer.	19	20	21 First day signing may be done. Disbursement can be done on same day in case of purchase and some refinances	22
Three day delivery period (Sun & Fed Holidays not included)			Three day waiting period (Sun & Fed Holidays not included)			
23	24	25	26 First day disbursement may occur on some refinances	27	28	29
Three day right of recession (Applicable to most refinances)						

# TRID - TIMELINE



## Use of Electronic or Hand Delivery Option

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Loan Application	4	5	6 Last Day to send LE.  LE sent by hand delivery.  Borrower acknowledged receipt.	7	8
		Three day period to send initial LE (Sat-Sun & Fed Holidays not included)				
9	10	11 ITOP provided & appraisal is ordered.	12	13	14 CD is sent via E-mail.  Earliest date consummation can occur.	15 Borrower acknowledged CD by E-sign.
16	17	18	19 First day signing may be done. Disbursement can be done on same day in case of purchase and some refinances.	20	21	22
	Three day waiting period (Sun & Fed Holidays not included)			Three day right of recession (Applicable to most refinances)		
23	24 First day disbursement may occur on some refinances	25	26	27	28	29

# CHANGES POST CONSUMMATION



## A corrected CD is required after consummation:

- When the charges disclosed under CD become inaccurate within the 30 day period post consummation.

Example: Transfer tax increased from what was disclosed on the CD.

- To document refunds for tolerance violations.
- To correct non-numerical clerical errors within 60 days of consummation.

Example: an incorrect settlement service provider is indicated as the recipient of a payment.

- If amounts paid by the consumer at closing exceed the amounts disclosed on the LE beyond the applicable tolerance threshold then:
  - The creditor must refund the excess to the consumer no later than 60 days after consummation and must deliver or place in the mail a corrected CD that reflects the refund no later than 60 days after consummation.

# SPECIAL CONSIDERATIONS



- The title insurance premiums have to be disclosed in a defined manner on both the Loan Estimate and Closing Disclosures where discounted price is given on simultaneous issuance of Lender's and Owner's Title. Below is how the title insurance fees should be disclosed.
  - The title insurance premium for a lender's title policy should always be based on the full premium rate without any discount that may apply because of simultaneous issuance.
  - The owner's title insurance premium is calculated by taking the full owner's title insurance premium, adding the simultaneous issuance premium for the lender's coverage, and then deducting the full premium for lender's coverage.
  - Example – On a particular purchase transaction, the title company has provided the following quote:

Lender's Title Policy - \$400 , Owner's Title Insurance - \$250, Discounted Lender's Title Policy for simultaneous issuance – \$350

**In the above scenario below amounts will be disclosed on the LE and CD :**

Lender's Title Policy - \$400

Owner's Title Insurance -  $\$250 + \$350 - 400 = \$200$

# SPECIAL CONSIDERATIONS



- All the disclosures required under the TRID rule should be provided separately to all consumers in case of rescindable transactions. In case on non-rescindable transactions, it may be provided only to the primary consumer.

Rescindable transactions are the transactions where refinance is done of the consumer's primary residence.

Consumer refers to any natural person who has ownership interest in the physical property which secures the mortgage. Ex- Non Borrowing spouse whose name appears on title.

- In case of rescindable transactions, LE & CD acknowledgement is required from all consumers for reducing the waiting period and CD is required to be signed by all consumers at closing.



# OTHER KEY CHANGES



- “Know Before You Owe” toolkit replaces the current “Settlement Information Booklet” and is to be provided to the borrower within 3 days of application in case of purchase transaction.
- Escrow Account cancellation notice to be provided no later than three business days before the consumer’s escrow account is canceled.
- If notice of a mortgage ownership’s transfer is required, that notice must include information about the applicable partial payment policy
- Record retention for Loan estimate is 3 years
- Record retention for Closing Disclosure is 3 years

# QUESTIONS ?

## THANK YOU

SWMC is here to assist you in adopting this change. If you have any questions, please write to us at [trid@swmc.com](mailto:trid@swmc.com)

You may also visit the Dedicated Regulatory Implementation Website:  
<http://www.consumerfinance.gov/regulatory-implementation/tila-respa>

**eRegulations Tool:** <http://www.consumerfinance.gov/eregulations>

Please [Click Here](#) or refer to [www.nmlsconsumeraccess.org](http://www.nmlsconsumeraccess.org) to see where Sun West Mortgage Company, Inc. (NMLS ID 3277) is a licensed lender and servicer. In all jurisdictions, the principal (Main) licensed location of Sun West Mortgage Company, Inc. is 18000 Studebaker Road, Suite 200 in Cerritos, CA 90703, Phone: (800) 453-7884.

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Sun West Mortgage Company, Inc. (NMLS ID #3277, [www.nmlsconsumeraccess.org](http://www.nmlsconsumeraccess.org)) in Alabama holds a Consumer Credit License (#21015), a Consumer Credit Branch License (#21015.002) for the Nashville, TN Branch Office (NMLS ID 848632), a Consumer Credit Branch License (#21015.003) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Consumer Credit Branch License (#21015.004) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Consumer Credit Branch License (#21015.005) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), a Consumer Credit Branch License (#21015.006) for the Guaynabo, PR Branch Office (NMLS ID 516931) licensed by the Alabama State Banking Department, Phone: (334) 242-3452; in Alaska holds a Mortgage Broker/Lender License (#AK3277), a Mortgage Broker/Lender Branch Registration (#AK3277-1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Broker/Lender Branch Registration (#AK1153767) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Broker/Lender Branch Registration (#AK1023725) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), a Mortgage Broker/Lender Branch Registration (#AK516931) for the Guaynabo, PR Branch Office (NMLS ID 516931) licensed by the Alaska Department of Commerce, Community & Economic Development, Division of Banking & Securities, Phone: (907) 269-8140; in Arizona is licensed as Sun West Mortgage USA, Inc. (FN) and holds a Mortgage Banker License (#0909624), a Mortgage Banker Branch License – Other Trade Name #1 (#0116436) for the Scottsdale, AZ Branch Office (NMLS ID 359295), a Mortgage Banker Branch License (#0118641) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Banker Branch License (#0119120) for the Tacoma, WA Branch Office (NMLS ID 1153767) licensed by the Arizona Department of Financial Institutions, Phone: (602) 771-2800; in Arkansas holds a Combination of Mortgage Banker-Broker-Servicer License (#40431), a Combination Mortgage Banker-Broker-Servicer License (#105238) for the Cerritos, CA Branch (NMLS ID 1031622) licensed by Arkansas Security Department, Phone: (501) 324-8671; in California holds a Finance Lenders Law License (#6030119), a Finance Lenders Law Branch License (#6031424) for the Scottsdale, AZ Branch Office (NMLS ID 359295), a Finance Lenders Law Branch License (#6031428) for the Corona, CA Branch Office (NMLS ID 363427), a Finance Lenders Law Branch License (#603J810) for the Guaynabo, PR Branch Office (NMLS ID 516931), a Finance Lenders Law Branch License (#603K256) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Finance Lenders Law Branch License (#603K585) for the Las Vegas, NV Branch Office (NMLS ID 981997), a Finance Lenders Law Branch License (#60DBO33042) for the Coto Laurel, PR Branch Office (NMLS ID 1120985) licensed by the California Department of Business Oversight, Phone: (866) ASK-CORP, a Finance Lenders Law Branch License for the Irvine, CA Branch Office (NMLS ID 1408435) approved to conduct loan origination activities based on the CA Financial Code 22102(b) of the California Department of Business Oversight, Phone: (866) ASK-CORP and a BRE Real Estate Corporation License (#00793885), BRE Branch Office License Endorsements for the Corona, CA (NMLS ID 363427), Cerritos, CA (NMLS ID 1031622) Branch Offices licensed by the California Bureau of Real Estate, Phone: (877) 373-4542; in Colorado holds a Supervised Lender License (#CF-989559) and Mortgage Company Registration and sponsors a Individual Mortgage Loan Originator License (#100039058) for Amber Rochelle Lozano (NMLS ID 181255) regulated by the Colorado Division of Real Estate, Phone: (303) 894-2166; in Connecticut is licensed as Mortgage Possible and holds Mortgage Lender License (#19683) and Mortgage Lender Branch License (#ML-BCH-1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622), Mortgage Lender Branch License (#ML-BCH-516931) for the Guaynabo, PR Branch Office (NMLS ID 516931), Mortgage Lender Branch License (#ML-BCH-1330911) for the Wakefield, RI Branch Office (NMLS ID 1330911) licensed by the Connecticut Department of Banking, Consumer Credit Division, Phone: (860) 240-8267; in Delaware holds a Licensed Lender License (#9970), Expiration date 12/31/2015, a Chapter 22 Licensed Lender Branch (#012832) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Licensed Lender Branch (#017991) for the Guaynabo PR Branch Office (NMLS ID 516931), a Licensed Lender Branch (#017952) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Licensed Lender Branch (#018255) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), a Licensed Lender Branch (#019352) for the Parsippany, NJ Branch Office (NMLS ID 454915), a Licensed Lender Branch (#019431) for the Catonsville, MD Branch Office (NMLS ID 1168563), a Licensed Lender Branch (#020092) for the Cherry Hill, NJ Branch Office (NMLS ID 1263614) licensed by Delaware Office of the State Bank Commissioner, Phone: (302) 739-4235; in District of Columbia holds a Mortgage Dual Authority License (#MLB3277), a Mortgage Dual Authority Branch License (#MLB1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Dual Authority Branch License (#MLB1153767) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Dual Authority Branch License Other Trade Name #1 (#MLB1168563) for the Catonsville, MD Branch Office (NMLS ID 1168563), a Mortgage Dual Authority Branch License (#MLB1023725) for the Saint Augustine, FL Branch Office (NMLS ID 1023725) licensed by the District of Columbia Department of Insurance, Securities and Banking Bureau, Phone: (202) 727-8000; in Florida holds a Mortgage Lender Servicer License (#MLD266), a Consumer Collection Agency License (#CCA9902832), a Mortgage Lender Servicer Branch License (#MLDB1789) for the Saint Augustine, FL Branch Office (NMLS ID 1023725),

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a Mortgage Lender Servicer Branch License (#MLDB1791) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Lender Servicer Branch License (#MLDB2434) for the Casselberry, FL Branch Office (NMLS ID 1167303), a Mortgage Lender Servicer Branch License (#MLDB2708) for the Guaynabo, PR Branch Office (NMLS ID 516931) licensed by the Florida Office of Financial Regulation, Phone: (850) 410-9895; in Hawaii holds a Mortgage Loan Originator Company License (#HI-3277) and a Mortgage Servicers License (#MS043), a Mortgage Loan Originator Company Branch License (#HI-954048) for the Branch Office in Kapolei, HI (NMLS ID 954048) licensed by the Hawaii Department of Commerce and Consumer Affairs, Division of Financial Institutions, Phone: (808) 586-2820; in Idaho holds a Mortgage Broker/Lender License (#MBL-8409), a Mortgage Broker/Lender License (#MBL-8411) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Broker/Lender License (#MBL-8410) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Broker/Lender License (#MBL-8412) for the Guaynabo, PR Branch Office (NMLS ID 516931) licensed by the Idaho Department of Finance, Consumer Finance Bureau, Phone: (208) 332-8000; is an Illinois Residential Mortgage Licensee (#MB.6760356) licensed by the Illinois Division of Finance and Professional Regulation, Phone: (844) 768-1713; in Indiana holds a First Lien Mortgage Lending License (#11272) licensed by the Indiana Department of Financial Institutions, Consumer Credit Division, Phone: (317) 232-3955; in Iowa holds Mortgage Banker License (#2007-0093), a Mortgage Branch Registration for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Branch Registration for the Guaynabo, PR Branch Office (NMLS ID 516931), a Mortgage Branch Registration for the Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Branch Registration for the Saint Augustine, FL Branch Office (NMLS ID 1023725) licensed by the Iowa Division of Banking and a Uniform Consumer Credit Code Debt Collector Notification (#2010-0093) regulated by the Iowa Department of Justice Attorney General Consumer Protection Division, Phone: (515) 281-4014; in Kansas holds a Supervised Loan License (#SL.0000442) and a Notification Registrant (#NOT.0006664), a Supervised Loan Branch License (#SL.0000442-BR.001) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Supervised Loan Branch License (#SL.0000442-BR.002) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Supervised Loan Branch License (#SL.0000442-BR.003) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), a Supervised Loan Branch License (#SL.0000442-BR.004) for the Guaynabo, PR Branch Office (NMLS ID 516931) licensed by the Kansas Office of the State Bank Commissioner, Division of Consumer and Mortgage Lending, Phone: (785) 296-2266; in Kentucky holds a Mortgage Company License (#MC71444), a Mortgage Company License (#MC91812) for the Nashville, TN Branch Office (NMLS ID 848632), a Mortgage Company License (#MC94384) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Company License (#MC95719) for the Guaynabo, PR Branch Office (NMLS ID 516931), a Mortgage Company License (#MC99008) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Company License (#MC291612) for the Saint Augustine, FL Branch Office (NMLS ID 1023725) licensed by the Kentucky Office of Financial Institutions, Phone: (800) 223-2579; in Louisiana holds a Residential Mortgage Lender License (#2713), Consumer Agency Debt Collector Registration, Mortgage Branch Registration for the Nashville, TN (NMLS ID 848632), Las Vegas, NV (NMLS ID 981997), Cerritos, CA (NMLS ID 1031622), Guaynabo, PR (NMLS ID 516931), Tacoma, WA (NMLS ID 1153767), Saint Augustine, FL (NMLS ID 1023725), Dallas, TX (NMLS ID 1153340) and Houston, TX (NMLS ID 1077565) Branch Offices licensed by the Louisiana Department of Financial Institutions, Phone: (225) 925-4660; in Maine holds Supervised Lender License (#SLM9710) and a Supervised Lender Branch License for the Cerritos, CA Branch Office (NMLS ID 1031622) licensed by the Maine Department of Professional and Financial Regulation, Bureau of Consumer Credit Protection, Phone: (207) 624-8527; in Maryland holds a Mortgage Lender License (#17740), a Mortgage Lender License (#20679) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Lender License (#21107) for the Catonsville, MD Branch Office (NMLS ID 1168563), a Mortgage Lender License (#21410) for the Parsippany, NJ Branch Office (NMLS ID 454915) licensed by the Maryland Commissioner of Financial Regulation, Phone: (410) 230-6100; in Massachusetts holds a Third Party Loan Servicer Registration (#LS3277) and Foreclosure Petition Website Registration licensed by the Massachusetts Division of Banks, Phone: (617) 956-1500 and Sun West Mortgage Company, Inc. does not currently accept loan applications in the state of Massachusetts; in Michigan holds a 1st Mortgage Broker/Lender/Servicer Registrant (#FR0018642) licensed by the Michigan Department of Insurance and Financial Services, Phone: (877) 999-6442; in Minnesota holds a Residential Mortgage Originator License (#MN-MO-40020564) and a Branch Registration (#MN-BR-359295) for Scottsdale, AZ Branch (NMLS ID 359295) licensed by the Department of Commerce, Financial Institutions Division, Phone: (651) 539-1600; in Mississippi holds a Mortgage Lender License (#3277), a Mortgage Branch License (#1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Branch License (#516931) for the Guaynabo, PR Branch Office (NMLS ID 516931) is licensed by the Mississippi Department of Banking and Consumer Finance, Phone: (800) 844-2499; in Missouri holds a Company Registration (#15-1881-A1), a Missouri In-State Branch License (#13-1881-A) for the Columbia, MO Branch Office (NMLS ID 1230149), a Missouri Out of State Branch Registration for the Cerritos, CA Branch Office (NMLS ID 1031622),



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a Missouri Out of State Branch Registration for the Scottsdale, AZ Branch Office (NMLS ID 359295) licensed by the Missouri Division of Finance, Phone: (573) 751-4243; in Montana holds a Mortgage Lender License (#3277) and Mortgage Servicer License (#3277), a Mortgage Servicer Branch License (#1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Lender Branch License (#516931) for the Guaynabo, PR Branch Office (NMLS ID 516931), a Mortgage Lender Branch License (#1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622) licensed by the Montana Division of Banking and Financial Institutions, Phone: (406) 841-2920; in Nebraska is licensed as Cal State Funding, Inc. and holds a Mortgage Banker License (#1908) and a Mortgage Banker Branch License (#NE1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622) licensed by the Nebraska Department of Banking and Finance, Phone: (402) 471-2171; in Nevada holds a Mortgage Broker License (#3874) and a Loan Servicer Registration (#3502), a Mortgage Broker Branch License (#3874) for Las Vegas, NV Branch Office (NMLS ID 981997), a Mortgage Broker Branch License (#3874) for Cerritos, CA Branch Office (NMLS ID 1031622) licensed by the Nevada Division of Mortgage Lending, Phone: (775) 684-7060; in New Hampshire holds a Mortgage Banker License (#13604-MB), a Mortgage Banker Branch License (#18418-MB-BCH) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Banker Branch License (#19518-MB-BCH) for the Saint Augustine, FL Branch Office (NMLS ID 1023725) licensed by the New Hampshire Banking Department (Phone: (603) 271-3561); in New Jersey holds a Residential Mortgage Lender License (#9400980), a Residential Mortgage Lender Branch License for the Parsippany, NJ Branch Office (NMLS ID 454915), a Residential Mortgage Lender Branch License for the Cerritos, CA Branch Office (NMLS ID 1031622), a Residential Mortgage Lender Branch License for the Guaynabo, PR Branch Office (NMLS ID 516931), a Residential Mortgage Lender Branch License for the Catonsville, MD Branch Office (NMLS ID 1168563), a Residential Mortgage Lender Branch License for the Cherry Hill, NJ Branch Office (NMLS ID 1263614) licensed by the New Jersey Department of Banking and Insurance, Phone: (609) 292-7272; in New Mexico licensed as Sun West Mortgage USA, Inc. and holds a Mortgage Loan Company License (#03201), a Mortgage Loan Company Branch License for the Albuquerque, NM Branch Office (NMLS ID 890306), a Mortgage Loan Company Branch License for Las Cruces, NM Branch Office (NMLS ID 1169234), a Mortgage Loan Company Branch License for Scottsdale, AZ Branch Office (NMLS ID 359295), a Mortgage Loan Company Branch License for Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Loan Company Branch License for Houston, TX Branch Office (NMLS ID 1077565), a Mortgage Loan Company Branch License for Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Loan Company Branch License for the Guaynabo, PR Branch Office (NMLS ID 516931), a Mortgage Loan Company Branch License for Saint Augustine, FL Branch Office (NMLS ID 1023725), a Mortgage Loan Company Branch License for El Paso, TX Branch Office (NMLS ID 1295790) licensed by the New Mexico Financial Institutions Division, Phone: (505) 476-4819; in New York holds a Mortgage Banker License (#B500897), a Mortgage Banker Branch License (#B500897) for the Parsippany, NJ Branch Office (NMLS ID 454915), a Mortgage Banker Branch License (#B500897) for the Cerritos, CA Branch Office (NMLS ID 1031622), and is registered as an Exempt Mortgage Loan Servicer (Registration #B500897) licensed by the New York Department of Financial Services, Phone: (212) 709-3500; in North Carolina holds a Mortgage Lender License (#L-152533) and Reverse Mortgage Lender License (#RM-148), a Mortgage Branch License (#L-152533-102) for the Cerritos, CA Branch Office (NMLS ID 1031622) licensed by the North Carolina Commissioner of Banks Office, Phone: (919) 733-3016; in North Dakota holds a Money Broker License (#MB102486), a Money Broker Branch Registration (#NDBR1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Money Broker Branch Registration (#NDBR516931) for the Guaynabo, PR Branch Office (NMLS ID 516931), a Money Broker Branch Registration (#NDBR1153767) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Money Broker Branch Registration (#NDBR1023725) for the Saint Augustine, FL Branch Office (NMLS ID 1023725) licensed by Department of Financial Institutions, Consumer Division, Phone: (701) 328-9933; in Ohio holds a Mortgage Broker Act Mortgage Banker Exemption (#MBMB.850093.000), a Mortgage Broker Act Mortgage Banker Exemption (Branch) (#MB.850093.003) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Broker Act Mortgage Banker Exemption (Branch) (#MBMB.850093.004) for the Tacoma, WA Branch Office (NMLS ID 1153767) regulated by the Ohio Division of Financial Institutions, Phone: (614) 728-8400; in Oklahoma holds a Oklahoma Mortgage Lender License (#ML010253), a Mortgage Lender Branch License (#MLB10265) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Lender Branch License (#MLB10412) for the Guaynabo, PR Branch Office (NMLS ID 516931), a Mortgage Lender Branch License (#MLB10540) for the Houston, TX Branch Office (NMLS ID 1077565) licensed by the Oklahoma Department of Consumer Credit Lending, Phone: (405) 521-3653; in Oregon holds a Mortgage Lender License (#ML-4599), a Mortgage Lending Branch License (#ML-4599-1) for the Scottsdale, AZ Branch Office (NMLS ID 359295), a Mortgage Lending Branch License (#ML-4599-6) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Lending Branch License (#ML-4599-7) for the Las Vegas, NV Branch Office (NMLS ID 981997), a Mortgage Lending Branch License (#ML-4599-8) for the Tacoma, WA Branch Office (NMLS ID 1153767) licensed by Division of Finance Corporate Securities, Phone: (503) 378-4140; in Pennsylvania holds a Mortgage Lender License (#21829), a Mortgage Lender License (#21829.002) for the Cerritos, CA Branch Office (NMLS ID 1031622),

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a Mortgage Lender License (#21829.004) for the Parsippany, NJ Branch Office (NMLS ID 454915), a Mortgage Lender License (#21829.006) for the Catonsville, MD Branch Office (NMLS ID 1168563), a Mortgage Lender License (#21829.007) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), a Mortgage Lender License (#21829.009) for the Cherry Hill, NJ Branch Office (NMLS ID 1263614) licensed by the Pennsylvania Department of Banking and Securities, Phone: (717) 787-3717; in Puerto Rico holds a Mortgage Lender/Servicer License (Concesionarios /Administradores de Préstamos Hipotecarios #IH-138), a Mortgage Lender/Servicer License (#IH-138-01) for the Guaynabo, PR Branch Office (NMLS ID 516931), a Mortgage Lender/Servicer License (#IH-138-02) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Lender/Servicer License (#IH-138-03) for the Coto Laurel, PR Branch Office (NMLS ID 1120985), a Mortgage Lender/Servicer License (#IH-138-04) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Lender/Servicer License (#IH-138-05) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), a Mortgage Lender/Servicer License (#IH-138-06) for the Casselberry, FL Branch Office (NMLS ID 1167303) licensed by Puerto Rico Commissioner of Financial Institutions, Phone: (787) 723-8403; is a Rhode Island Licensed Lender (#20142978LL) and holds a Rhode Island Licensed Lender Branch Certificate (#20142987LLB01) for the Cerritos Branch Office (NMLS ID 1031622), a Rhode Island Licensed Lender Branch Certificate (#20142978LL B02) for the Wakefield, RI Branch Office (NMLS ID 1330911) licensed by the Rhode Island Department of Business Regulation, Phone: (401) 462-9503; in South Carolina holds a Mortgage Lender / Servicer License (#MLS-3277), a Mortgage Lender/Servicer Branch License (#MLB – 1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622) licensed by the South Carolina Board of Financial Institutions, Phone: (803) 734-2020; in South Dakota holds a Mortgage Lender License (#ML.04740), licensed by the South Dakota Division of Banking, Phone: (605) 773-3421; in Tennessee holds a Mortgage Company License (#109239), a Mortgage Branch Authorization (#109239-104) for the Nashville, TN Branch Office (NMLS ID 848632), a Mortgage Branch Authorization (#109239-102) for the Scottsdale, AZ Branch Office (NMLS ID 359295), a Mortgage Branch Authorization (#109239-105) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Branch Authorization (#109239-106) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Branch Authorization (#109239-107) for the Guaynabo, PR Branch Office (NMLS ID 516931) licensed by the Tennessee Department of Financial Institutions, Phone: (615) 253-6714; in Texas holds a Texas-SML Mortgage Banker and Residential Mortgage Loan Servicer Registration and SML Mortgage Banker Branch Registration for the Cerritos, CA (NMLS ID 1031622), Houston, TX (NMLS ID 1077565), Dallas, TX (NMLS ID 1153340), Saint Augustine, FL (NMLS ID 1023725), Catonsville, MD (NMLS ID 1168563), Guaynabo, PR (NMLS ID 516931), Las Cruces, NM (NMLS ID 1169234), Coto Laurel, PR (NMLS ID 1120985), El Paso, TX (NMLS ID 1295790) Branch Offices licensed by the Texas Department of Savings and Mortgage Lending, Phone: (512) 475-1350; is licensed in Utah as Sun West Mortgage USA Company, Inc. and holds Residential First Mortgage and DFI First Consumer Credit Notifications regulated by the Utah Department of Financial Institutions, Phone: (801) 538 8830 and a DRE Mortgage Entity License - Other Trade Name #1 (#7477238) and a Utah- DRE Mortgage Branch Office License (#6017755) for the Cerritos, CA branch (NMLS ID 1031622) licensed by the Utah Division of Real Estate, Phone: (801) 530-6297; in Vermont holds a Lender License (#6060) and a Loan Servicer License (#3277-1), a Loan Servicers License (#1031622-1) and a Lender License (#6492) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Lender License (#6624) for the Guaynabo, PR Branch Office (NMLS ID 516931) licensed by the Vermont Department of Banking, Insurance, Securities and Health Care Administration, Banking Division, Phone: (802) 828-3307; in Virgin Islands holds a Mortgage Lender License (#VI-MLC-3277), a Mortgage Lender Branch Registration (#VI-MLB-1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Lender Branch Registration (#VI-MLB-1153767) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Mortgage Lender Branch Registration (#VI-MLB-1023725) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), a Mortgage Lender Branch Registration (#VI-MLB-516931) for the Guaynabo, PR Branch Office (NMLS ID 516931), a Mortgage Lender Branch Registration (#VI-MLB-1370684) for the St Croix, VI Branch Office (NMLS ID 1370684) licensed by the Virgin Islands Office of Lieutenant Governor Division of Banking and Insurance, Phone: (340)774-7166; in Virginia holds a Lender License (#MC-4999) and Broker License (#MC-4999), Branch License (#MC-4999) for the Cerritos, CA Branch Office (NMLS ID 1031622), Branch License (#MC-4999) for the Scottsdale, AZ Branch Office (NMLS ID 359295), Branch License (#MC- 4999) for the Virginia Beach, VA Branch Office (NMLS ID 1153464), Branch License (#MC-4999) for the Tacoma, WA Branch Office (NMLS ID 1153767), Branch License (#MC-4999) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), Branch License (#MC-4999) for the Catonsville, MD Branch (NMLS ID 1168563) licensed by the Virginia Bureau of Financial Institutions, Corporate Structure, Phone: (804) 371-9657; in Washington holds a Consumer Loan Company License (#CL-3277), a Consumer Loan Branch Office License (#CL-847117) for the Seattle, WA Branch Office (NMLS ID 848117), a Consumer Loan Branch Office License (#CL-359295) for the Scottsdale, AZ Branch Office (NMLD ID 359295), a Consumer Loan Branch Office License (#CL-1031622) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Consumer Loan Branch Office License (#CL-516931) for the Guaynabo, PR Branch Office (NMLS ID 516931),



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a Consumer Loan Branch Office License (#CL-1153767) for the Tacoma, WA Branch Office (NMLS ID 1153767), a Consumer Loan Branch Office License (#CL-1023725) for the Saint Augustine, FL Branch Office (NMLS ID 1023725), a Consumer Loan Branch Office License (#CL-981997) for the Las Vegas, NV Branch Office (NMLS ID 981997) licensed by the Washington Department of Financial Institutions, Division of Consumer Services, Phone: (360) 902-8703; in West Virginia holds a Mortgage Lender License (#ML-23946) and a Mortgage Lender Branch License (#MLB-32427) for the Cerritos, CA Branch Office (NMLS ID 1031622) licensed by the West Virginia Division of Financial Institutions, Phone: (304) 558-2294 and a Notification of Consumer Credit Sales or Loans (#2007-7016) [regulated by the West Virginia State Tax Department, Phone: (304) 558-3333]; in Wisconsin holds a Mortgage Banker License (#212942BA), a Mortgage Banker Branch License (#1152852BA) for the Abrams, WI Branch Office (NMLS ID 1152852), a Mortgage Banker Branch License (#1031622BA) for the Cerritos, CA Branch Office (NMLS ID 1031622), a Mortgage Banker Branch License (#1023725BA) for the Saint Augustine, FL Branch Office (NMLS ID 1023725) licensed by the Wisconsin Department of Financial Institutions, Division of Banking Phone: (608) 261-7578; in Wyoming holds a Mortgage Lender/Broker License (#1902) and a Mortgage Lender/Broker License (#2470) for the Cerritos, CA Branch (NMLS ID 1031622), licensed by the Wyoming Division of Banking, Phone: (307) 777-6483.

Current as of 12/15/2015