

Uniform Residential Loan Application

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

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

Borrower _____ Co-Borrower _____

I. TYPE OF MORTGAGE AND TERMS OF LOAN

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

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, & ZIP)	No. of Units
Legal Description of Subject Property (attach description if necessary)	Year Built
Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
<input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	Cost: \$
	\$	\$		<input type="checkbox"/> made <input type="checkbox"/> to be made	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

III. BORROWER INFORMATION

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

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

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.
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Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job
		Yrs. employed in this line of work/profession			Yrs. employed in this line of work/profession
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
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Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

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

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

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

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

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

Completed Jointly Not Jointly

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

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

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

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

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION	VIII. DECLARATIONS
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>a. Purchase price</td><td style="text-align: right;">\$</td></tr> <tr><td>b. Alterations, improvements, repairs</td><td></td></tr> <tr><td>c. Land (if acquired separately)</td><td></td></tr> <tr><td>d. Refinance (incl. debts to be paid off)</td><td></td></tr> <tr><td>e. Estimated prepaid items</td><td></td></tr> <tr><td>f. Estimated closing costs</td><td></td></tr> <tr><td>g. PMI, MIP, Funding Fee</td><td></td></tr> <tr><td>h. Discount (if Borrower will pay)</td><td></td></tr> <tr><td>i. Total costs (add items a through h)</td><td></td></tr> <tr><td>j. Subordinate financing</td><td></td></tr> <tr><td>k. Borrower's closing costs paid by Seller</td><td></td></tr> <tr><td>l. Other Credits (explain)</td><td></td></tr> <tr><td>m. Loan amount (exclude PMI, MIP, Funding Fee financed)</td><td></td></tr> <tr><td>n. PMI, MIP, Funding Fee financed</td><td></td></tr> <tr><td>o. 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<small>(2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?</small>	_____	_____	_____	_____																																																																																																												

IX. ACKNOWLEDGEMENT AND AGREEMENT

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

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

Right to Receive Copy of Appraisal I/We have the right to a copy of the appraisal report used in connection with this application for credit provided that I/we have paid for the appraisal report. To obtain a copy, I/we must send Creditor a written request at the mailing address Creditor has provided. Creditor must hear from us no later than 90 days after Creditor notifies me/us about the action taken on this application, or I/we withdraw this application.
If you would like a copy of the appraisal report, contact: **BayCal Financial West San Jose Corp. 1072 S. De Anza Blvd., Ste A-208 San Jose, CA 95129**

Borrower's Signature X	Date	Co-Borrower's Signature X	Date
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X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male
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To be Completed by Loan Originator:
 This information was provided:
 In a face-to-face interview By the applicant and submitted by fax or mail
 In a telephone interview By the applicant and submitted via e-mail or the internet

Loan Originator's Signature X	Date
Loan Originator's Name (print or type)	Loan Originator Identifier
Loan Origination Company's Name BayCal Financial West San Jose Corp. (P) 408-257-2300 (F) 408-257-2335	Loan Origination Company Identifier 317238
	Loan Origination Company's Address 1072 S. De Anza Blvd., Ste A-208 San Jose, CA 95129

Continuation Sheet/Residential Loan Application

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

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

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

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

AUTHORIZATION TO RELEASE INFORMATION

I/We hereby authorize you to release to **BayCal Financial Corporation** any and all information that they may require for the purpose of a credit transaction. You may accept a Photostat copy of this authorization in lieu of an original signature.

Thank You.

Applicant

Soc. Sec #

Co-Applicant

Soc. Sec #

Date

FAIR LENDING NOTICE

IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION OF OR IN THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF:

1. Trends, characteristics, or condition in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
2. Race, color, religion, sex, marital status, national origin, ancestry, Creed, Disability, Age, Family Status, Sexual Orientation, Receipt of Public Assistance.

Initial

Initial

It is illegal to consider the racial, ethnic, religious, or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one-to-four unit family residences occupied by the owner and for the purpose of the home improvement of any one-to-four family residence.

If you have questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or:

Department of Corporations
320 West 4th Street, Suite 750
Los Angeles, CA 90013

Department of Corporations
71 Stevenson Street, Suite 2100
San Francisco, CA 94105-2980

The Department of Real Estate
1515 Clay Street, Suite 702
Oakland, CA 94612-1462

The Department of Real Estate
320 West 4th Street, Suite 350
Los Angeles, CA 90013-1105

Notice to Home Loan Applicant

Pursuant to California Civil Code Section 1785.20.2

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your score.

The credit score is a computer-generated summary calculated at the time of the request and based on the information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and phone number provided with this notice, or contact the lender if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application. If you have any question concerning the terms of the loan, contact the lender.

This acknowledges that this Disclosure, along with a copy of my/our credit report, has been provided to each applicant/client pursuant to California Civil Code Section 1785.20.2.

<u>Equifax</u>	<u>TransUnion</u>	<u>Experian</u>
CSC Credit Services PO Box 619054 Dallas, TX 75261-9054 Phone: (800) 685-1111 Website: www.equifax.com Score: _____	PO Box 4000 Chester, PA 19016-4000 Phone: (866) 887-2673 Website: www.transunion.com Score: _____	PO Box 2104 Allen, TX 75013 Phone: (888) 397-3742 Website: www.experian.com Score: _____

Initial

Initial

EQUAL CREDIT OPPORTUNITY ACT

(REGULATION B)

RIGHT TO RECEIVE A COPY OF APPRAISAL

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address provided. We must receive your request no later than 90 days after we notify you of the action taken on your credit application, or you withdraw your application. In your letter you must provide us with your name, the address of the subject property, your current address, and the loan number assigned to your transaction.

Initial

Initial

I (We) have read and understand the aforementioned conditions regarding my right to receive a copy of your appraisal and acknowledge receipt to a copy of this disclosure provided to each applicant/client pursuant to California Civil Code Section 1785.20.2.

Borrower

Date

Co-Borrower

Date

MORTGAGE LOAN ORIGATION AGREEMENT

You have applied with BayCal Financial Corporation, a licensed Mortgage Broker, for a residential mortgage loan. We will submit your application for a residential mortgage loan to a participating lender with which it from time to time contracts upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from us concerning your application.

SECTION 1. NATURE OF RELATIONSHIP --- In connection with this mortgage:

- We have separate independent contractor agreements with various lenders.
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

SECTION 2. THE BROKER'S COMPENSATION --- The lenders whose loan products are distributed by us generally provide their products to us at a wholesale rate.

- The retail price we offer you - your interest rate, total points and fees - will include our compensation
- In some cases, we may be paid of our compensation by either you or the lender.
- Alternatively, we may be paid a portion of our compensation both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- Also, in some cases, if you would rather pay less up-front, you may wish to have some or all of our fees paid directly by the lender, which will result in a higher interest rate and higher monthly loan payments than you would otherwise be required to pay.
- We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, good or facilities performed or provided by us to the lender.

Initial

Initial

You may work with us to select the method in which we receive our compensation depending on your financial needs subject to the lender's loan program requirements and credit underwriting guidelines.

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amounts will be disclosed on your HUD-1 or HUD-1A Settlement Statement.

By signing below, applicant(s) acknowledge that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this document.

Federal Equal Credit Opportunity Act

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal Agency which administers compliance with this law concerning this lender is:

Federal Trade Commission
600 Pennsylvania Av., NW
Washington, D.C. 20580

BayCal Financial will not refuse, by reason of sex or marital status, to make a separate mortgage loan to any applicant who is or will be sole and separate owner of the property. If more than one person, whether or not husband and wife, are or will be the owners, or if the property is or will be community property, then all must apply for and become liable for the loan.

Initial

Income for alimony, child support or maintenance payments need not be revealed if the applicant does not choose to disclose such income. (However, if an applicant is liable for payment of alimony, child support or maintenance, such information MUST be disclosed.)

No information need be furnished with respect to a spouse or former spouse who is not an or maintenance payments from the spouse or former spouse as a basis for repayment of the loan. If the application is relying on such income, then all information relative to "spouse" in the application must be furnished and the spouse or former spouse must sign an authorization permitting BayCal Financial to order a credit report on the spouse or former spouse and to verify credit information.

Initial

If the information furnished in the application does not show an adequate credit standing for the applicant, BayCal Financial will not be in a position to process the application. Therefore, it is in the interest of the applicant to furnish all pertinent credit information, even though not requested or required.

I hereby acknowledge that I have read and understand the above notice to applicants regarding Equal Credit Opportunity.

Purpose of Refinance

Year Acquired \$ _____
Original Cost \$ _____
Amount of existing liens
 \$ _____

- Purpose of refinance (please check the appropriate box below):
- Limited Cash-Out Rate / Term (no more than \$2,000 cash back to borrower)
 - Cash-Out for Home Improvement
 - Construction to Permanent
 - Cash-Out for Debt Consolidation
 - Cash-Out / Other

Initial

Purpose of refinance (please check the appropriate box below):
Please provide details below:

Initial

Borrower

Date

Co-Borrower

Date

Mortgage Loan Originator Date

Privacy Policy

1. Privacy Policy

BayCal Financial Corporation is committed to providing the highest level of security and privacy regarding the collection and use of our user's personal information. Personal information may be collected through the submission of loan application. We recognize the importance of respecting the privacy of our users and we hope that the following privacy statement will help you understand how BayCal collects, uses and safeguards the personal information you provide to us.

We are required by law to give you this privacy notice. It describes our policies and practices that protect your privacy.

What follows is a description of the information we collect and disclose, including the parties who receive non-public information from us.

2. Information We Collect About You

- We collect information about you from the following sources:
- Information we receive from you on applications and other forms;
- Information obtained when verifying the information you provide on an application or other form (this may be obtained from, but is not restricted to, your current or past employers, or from other institutions where you have conducted financial transactions);
- Information we receive from a credit report agency.

3. Disclosure of Information to Parties that Provide Services to Us

We may disclose information we collect, as provided by law and as described above, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements, so that we may provide customers competitive products and services. We may also disclose non-public personal information about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of BayCal, follow your instructions as you authorize or protect the security of financial records.

4. Disclosure of Information About Former Customers

If you decide to terminate your relationship with BayCal, we will not share information we have collected about you, except as may be required by law and will remove any information from our files within a reasonable period of time.

5. How to Opt Out or Stop Certain Disclosures About You

At this time, we do not intend to disclose non-public personal information other than as noted above. If in the future, BayCal intends to disclose non-public information other than the above, BayCal will provide an additional notice, and provide an opportunity to opt out if applicable. The opt out does not apply to disclosures that are legally permitted or required or to disclosures that BayCal makes to companies that perform services on our behalf or to other financial institutions that have joint marketing agreements with BayCal.

6. How We Protect Your Information

We restrict access to non-public information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

Initial

7. What Customers Can Do to Help

BayCal is committed to protecting the privacy of its customers. You can help by following these simple guidelines:

- Use caution when disclosing your account numbers, social security numbers, etc., to other persons. If someone calls you, explains the call is on behalf of BayCal and asks for your account number, you should beware. Official BayCal staff will have access to your information and will not need to ask for it.
- Keep your information current. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity, we will attempt to contact you immediately. If your address or phone number changes, please let us know.
- Let us know if you have any questions. Please do not hesitate to call us - we are here to serve you. Call 1-408-257-2300 or write us at BayCal Financial Corporation, 1072 S. De Anza Blvd., Ste A-208, San Jose CA 95129.

Initial

This notice is provided pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA) of 1999, 12 CFR 40.

OCCUPANCY AFFIDAVIT
BORROWER: _____

PROPERTY ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Please be advised that I intend to occupy as my residence the above referenced property. I understand and agree that such occupancy is a condition of granting this loan.

I certify that I have read and understand this requirement, that I am not replying on statement to the contrary, and that this statement is not made to induce BayCal Financial Corporation to make this loan. Should I fail to occupy this property as my residence, I agree that my loan may be immediately due and payable in full and I agree to pay all charges and other costs, including attorney's fees, incurred thereby.

Initial

Initial

_____ Borrower

_____ Date

_____ Co-Borrower

_____ Date

_____ Mortgage Loan Originator Date

RESPA DISCLOSURE STATEMENT

The law was enacted to change the settlement process for residential real estate to result in more effective disclosures of the settlement costs of the transaction to both homebuyers and sellers. The law also provided guidelines as to what fees and charges were not permissible by defining illegal kickbacks or referral fees that unnecessarily increased the cost of settlement services and by reducing the amounts that homebuyers were required to place in escrow accounts.

Good Faith Estimate of Settlement Costs. RESPA requires that, when you apply for a loan, the lender or mortgage broker give you a Good Faith Estimate of settlement service charges you will likely have to pay. If you do not get this Good Faith Estimate when you apply, the lender or mortgage broker must mail or deliver it to you within the next three business days.

Be aware that the amounts listed on the Good Faith Estimate are only estimates. Actual costs may vary. Changing market conditions can affect prices. Remember that the lender's estimate is not a guarantee. Keep your Good Faith Estimate so you can compare it with the final settlement costs and ask the lender questions about any changes.

Servicing Disclosure Statement. RESPA requires the lender or mortgage broker to tell you in writing, when you apply for a loan or within the next three business days, whether it expects that someone else will be servicing your loan (collecting your payments).

Affiliated Business Arrangements. Sometimes, several businesses that offer settlement services are owned or controlled by a common corporate parent. These businesses are known as "affiliates." When a lender, real estate broker, or other participant in your settlement refers you to an affiliate for a settlement service (such as when a real estate broker refers you to a mortgage broker affiliate), RESPA requires the referring party to give you an Affiliated Business Arrangement Disclosure. This form will remind you that you are generally not required, with certain exceptions, to use the affiliate and are free to shop for other providers.

HUD-1 Settlement Statement. One business day before the settlement, you have the right to inspect the HUD-1 Settlement Statement. This statement itemizes the services provided to you and the fees charged to you. This form is filled out by the settlement agent who will conduct the settlement. Be sure you have the name, address, and telephone number of the settlement agent if you wish to inspect this form. The fully completed HUD-1 Settlement Statement generally must be delivered or mailed to you at or before the settlement. In cases where there is no settlement meeting, the escrow agent will mail you the HUD-1 after settlement, and you have no right to inspect it one day before settlement.

Escrow Account Operation & Disclosures. Your lender may require you to establish an escrow or impound account to insure that your taxes and insurance premiums are paid on time. If so, you will probably have to pay an initial amount at the settlement to start the account and an additional amount with each month's regular payment. Your escrow account payments may include a "cushion" or an extra amount to ensure that the lender has enough money to make the payments when due. RESPA limits the amount of the cushion to a maximum of two months of escrow payments.

At the settlement or within the next 45 days, the person servicing your loan must give you an initial escrow account statement. That form will show all of the payments which are expected to be deposited into the escrow account and all of the disbursements which are expected to be made from the escrow account during the year ahead. Your lender or servicer will review the escrow account annually and send you a disclosure each year which shows the prior year's activity and any adjustments necessary in the escrow payments that you will make in the forthcoming year.

Borrower Date

Co-Borrower Date

Mortgage Loan Originator Date

Truth in Lending Policy

It is still our responsibility to insure all fees are included and properly represented on the Truth-In-Lending Disclosure or Addendum to Note and the HUD-1 Settlement statement. Regulation Z provides that a creditor will have no liability for failure to make accurate disclosures if, within 60 days after discovering an error, the creditor notifies the borrower and makes whatever necessary adjustments to correct the error. In order to rely on this provision, if any amount is under disclosed on the final Truth-In-Lending Disclosure or Addendum to Note.

 Initial

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HOEPA - Section 32 Regulation Z

HOEPA prohibits creditors from engaging in a pattern or practice of making certain high-cost loans based on the homeowner's equity without regard to repayment ability. HOEPA's substantive protections also restrict many of the other loan terms and structures often cited in discussions of predatory lending practices, including refinancings that may constitute loan flipping; payments to home improvement contractors; balloon payments; prepayment penalties; and negative amortization. Civil liability for HOEPA violations may include restitution of all the finance charges and fees paid by the consumer. HOEPA provides that assignees are subject to all claims and defenses that could be brought against the original creditor, unless the assignee can demonstrate "that a reasonable person exercising ordinary due diligence, could not determine, based on the documentation required by [TILA], the itemization of the amount financed, and other disclosure of disbursements," that the mortgage was covered by HOEPA

 Initial

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FTC Act

Predatory loans may involve violations of the Federal Trade Commission Act (FTC Act), which makes unlawful "unfair or deceptive acts or practices." Practices involving fraud, misleading conduct, or material omissions of information concerning costs, risks, or other terms and conditions may violate the prohibition against deception. Under relevant precedents, this prohibition is violated by representations, omissions, acts, or practices that are material and are likely to mislead a reasonable consumer in the audience targeted by the advertisement or other practice.

 Initial

 Initial

SAFE Act

Under this act, all non-depository mortgage loan officers in the United States must register in a national database, pass a national exam, pass state exams and accrue a minimum of 20 hours of approved education before engaging in mortgage loan origination activities. Existing loan originators must comply with the minimum standards plus any state specific requirements as the states they originate in demand.

This act sets forth procedures, requirements, education, testing and new standards including mandatory national registration of all depository mortgage loan originators (RMLOs) plus the state licensing of non-depository mortgage loan originators (MLOs), through the creation of a Nationwide Mortgage Licensing System and Registry, known as the NMLS. The SAFE Act is regulated by the Department of Housing and Urban Development (HUD).

 Initial

 Initial

Borrower

Date

Co-Borrower

Date

Mortgage Loan Originator Date

Mortgage Broker Engagement Agreement

This Mortgage Broker Engagement Agreement (the "Agreement") is the written contract between us, BayCal Financial Corporation, a California corporation and you, _____ relative to the mortgage broker services to be performed by us for you. Our services as mortgage broker are governed by the terms set forth below.

CONDITIONS. This agreement will be effective upon your execution and return of a signed copy of this agreement.

SCOPE OF SERVICES. You are hiring us as your mortgage broker, to represent you relative to submitting a residential mortgage loan application to a participating lender with whom we contract from time to time. We will provide those mortgage broker services reasonably required to represent you. Unless you and we make a different agreement in writing, this Agreement and the Mortgage Broker Fee Disclosure will govern all future services we may perform for you.

APPLICANT'S DUTIES. You agree to be truthful with us, to cooperate, to keep us informed of developments to abide by this agreement, to pay our commission and to keep us advised of your address, telephone number and whereabouts.

MORTGAGE BROKERAGE FEE. We will not charge you an amount based on the actual time we spend in assisting you to apply for a mortgage loan nor our costs and expenses incurred in providing such services to you, including telephone calls, postage, travel expenses, photocopying and other reproduction costs, and other similar items.

Our mortgage brokerage fee will be solely based on a percentage of the mortgage loan you obtain. The fee may be paid to us in the form of a commission from the lender (a yield spread premium). It is agreed that our fee is for the purpose of compensating us for the value of our services and our costs and expenses incurred on your behalf. The value of our services and our costs and expenses include, but are not limited to, our time spent on your behalf, actual direct costs and expenses, overhead and administrative costs and expenses including insurance coverage for risks associated with our services. You agree that the value of our services and our costs and expenses have a relationship to the amount of the loan you are applying for and that basing our mortgage brokerage fee on a percentage of the loan obtained constitutes a reasonable estimate of the fair and reasonable services, costs and expenses we will incur as a result of our services to you.

DISCHARGE AND WITHDRAWAL. You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this Agreement; your refusal to cooperate with us or to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.

DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee that you will obtain a mortgage loan. We make no such promises or guarantees. Our comments about the availability of mortgage loans are expressions of opinion only.

DISCLAIMER OF FIDUCIARY DUTIES. Nothing in this Agreement and nothing done by us in performing our services to you as mortgage broker will be construed as a fiduciary duty and you expressly agree that we owe you no fiduciary duties other than as may be provided by the California statutory laws regulating mortgage brokers.

ARBITRATION OF DISPUTES. ANY CONTROVERSY OR CLAIM BETWEEN YOU AND US, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PERFORMANCE BY US AS YOUR MORTGAGE BROKER, INCLUDING ANY CLAIM BASED ON OR ARISING FROM CONTRACT, TORT OR EQUITY, SHALL AT THE REQUEST OF EITHER OF US BE DETERMINED BY ARBITRATION. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE UNITED STATES ARBITRATION ACT (TITLE 9, U.S CODE), NOTWITHSTANDING ANY CHOICE OF LAW PROVISION IN THIS AGREEMENT, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR(S) SHALL GIVE EFFECT TO STATUTES OF LIMITATION IN DETERMINING ANY CLAIM. ANY CONTROVERSY CONCERNING WHETHER AN ISSUE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR (S). JUDGMENT UPON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF OR PURSUIT OF A PROVISIONAL OR ANCILLARY REMEDY SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CONTROVERSY OR CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS THE ACTION FOR JUDICIAL RELIEF.

NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

BORROWERS' INITIALS _____ / _____

I/We have read and understood the foregoing terms and agree to them. If more than one party signs below, we each agree to be liable, jointly and severally, for the mortgage broker's fee payable to you.

Borrower Date

Co-Borrower Date

Mortgage Loan Originator Date

Certification

The undersigned certify that following:

1. I/We have applied for a mortgage loan from BayCal Financial Corporation. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and completed. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that BayCal Financial Corporation reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution..
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both to knowingly make any false statements when applying for this mortgage, as applicable under the provisions for Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from BayCal Financial Corporation. As part of the application process, BayCal Financial Corporation may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to BayCal Financial Corporation, and to any investor to whom BayCal Financial Corporation may sell my mortgage, any and all information and documentation that they request. Such information includes, but not limited to, employment history and income, bank, money market, and similar account balances, credit history, and copies of income tax returns.
3. BayCal Financial Corporation or any investor that purchases the mortgage may address this authorization to any party named in the loan application..
4. A copy of this authorization may be accepted as an original.
5. You prompt reply to BayCal Financial Corporation or the investor that purchased the mortgage is appreciated.

Initial

Initial

By signing below, applicant(s) acknowledge that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this document.

BLANKET CERTIFICATION OF DOCUMENTS

Property Address: _____

Borrower(s): _____

BLANKET CERTIFICATION OF DOCUMENTS

This is to certify that all copies of this loan package are the true and correct copies of the original.

Sincerely,

Mortgage Loan Originator Date

Borrower's Signature Date Social Security Number

Borrower's Signature Date Social Security Number

Borrower's Signature Date Social Security Number

Reimbursement for refinancing of loan
within time period

In the event I / We refinance the loan through anyone, other than **BayCal Financial Corporation**, within 6 or _____ months of the funding date, I / we agree to reimburse **BayCal Financial Corporation** for any, and all, penalties against it by the original Lender, or anyone to whom the loan may have been assigned.

"BY SIGNING BELOW, I / WE HAVE READ, UNDERSTAND, AND CONSENT TO SUCH REIMBURSEMENT SHOULD THE EVENTS DESCRIBED ABOVE OCCUR."

Applicant

Date

Co-Applicant

Date

Mortgage Loan Originator

Date

Request for Transcript of Tax Return

(Rev. January 2011)

OMB No. 1545-1872

Department of the Treasury
Internal Revenue Service

► **Request may be rejected if the form is incomplete or illegible.**

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
--	---

2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
---	--

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)

4 Previous address shown on the last return filed if different from line 3 (See instructions)

5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ►

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days.

c Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Telephone number of taxpayer on line 1a or 2a

Sign Here	Signature (see instructions)	Date
	Title (if line 1a above is a corporation, partnership, estate, or trust)	
	Spouse's signature	Date

...IMPORTANT APPLICATION INFORMATION (USA Patriot Act Section 326)

Borrower's Name: _____ **Lender:** _____

Residential Street Address: _____

Important information about procedures for opening a new account or requesting a loan

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Your information will be protected by our Privacy Policy and federal law.

For persons without a SSN/TIN, the ID number must be from one of the following: passport, alien ID card, or any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

At least two forms of identification must be presented and documented. For applications taken in person, at least one "Primary" form of ID must be used. For all other applications, any combination of Primary and Secondary IDs may be used. Complete a separate form for each Borrower.

Primary Forms of Identification – must display Borrower's name

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
<input type="checkbox"/> State Issued Driver License				
<input type="checkbox"/> State Issued ID Card				
<input type="checkbox"/> Military ID Card				
<input type="checkbox"/> Passport				
<input type="checkbox"/> US Alien Registration Card				
<input type="checkbox"/> Canadian Driver License				

Secondary Forms of Identification – must display Borrower's name

Document	Name of Issuer on Form	ID Number	Issuance Date	Expiration Date
<input type="checkbox"/> Social Security Card	U.S. Government			
<input type="checkbox"/> Government Issued Visa				
<input type="checkbox"/> Birth Certificate				
<input type="checkbox"/> Non-US/Canadian Driver License				
<input type="checkbox"/> Most Recent Signed Tax Returns	<input type="checkbox"/> Fed <input type="checkbox"/> State			
<input type="checkbox"/> Property Tax Bill				
<input type="checkbox"/> Voter Registration Card				
<input type="checkbox"/> Organizational Membership Card				
<input type="checkbox"/> Bank/Investment/Loan Statements				
<input type="checkbox"/> Paycheck stub with name				
<input type="checkbox"/> Most Recent W-2				
<input type="checkbox"/> Home/car/renter insurance papers				
<input type="checkbox"/> Recent utility bill				

Borrower's Signature: _____ **Date:** _____

I certify that I have personally viewed and accurately recorded the information from the documents identified above, and have reasonably confirmed the identity of the applicant.

Loan Agent Signature: _____ **Date:** _____

Loan Agent Name: _____

...IMPORTANT APPLICATION INFORMATION (USA Patriot Act Section 326)

Borrower's Name: _____

Lender: _____

Residential Street Address: _____

Important information about procedures for opening a new account or requesting a loan

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Your information will be protected by our Privacy Policy and federal law.

For persons without a SSN/TIN, the ID number must be from one of the following: passport, alien ID card, or any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

At least two forms of identification must be presented and documented. For applications taken in person, at least one "Primary" form of ID must be used. For all other applications, any combination of Primary and Secondary IDs may be used. Complete a separate form for each Borrower.

Primary Forms of Identification – must display Borrower's name

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
<input type="checkbox"/> State Issued Driver License				
<input type="checkbox"/> State Issued ID Card				
<input type="checkbox"/> Military ID Card				
<input type="checkbox"/> Passport				
<input type="checkbox"/> US Alien Registration Card				
<input type="checkbox"/> Canadian Driver License				

Secondary Forms of Identification – must display Borrower's name

Document	Name of Issuer on Form	ID Number	Issuance Date	Expiration Date
<input type="checkbox"/> Social Security Card	U.S. Government			
<input type="checkbox"/> Government Issued Visa				
<input type="checkbox"/> Birth Certificate				
<input type="checkbox"/> Non-US/Canadian Driver License				
<input type="checkbox"/> Most Recent Signed Tax Returns	<input type="checkbox"/> Fed <input type="checkbox"/> State			
<input type="checkbox"/> Property Tax Bill				
<input type="checkbox"/> Voter Registration Card				
<input type="checkbox"/> Organizational Membership Card				
<input type="checkbox"/> Bank/Investment/Loan Statements				
<input type="checkbox"/> Paycheck stub with name				
<input type="checkbox"/> Most Recent W-2				
<input type="checkbox"/> Home/car/renter insurance papers				
<input type="checkbox"/> Recent utility bill				

Borrower's Signature: _____

Date: _____

I certify that I have personally viewed and accurately recorded the information from the documents identified above, and have reasonably confirmed the identity of the applicant.

Loan Agent Signature: _____

Date: _____

Loan Agent Name: _____



1072 S. De Anza Blvd., Suite A-208
San Jose, CA 95129

408-257-2300 Phone
408-257-2335 Fax

**Certification of Receipt of
Good Faith Estimate, Truth In Lending, Mortgage Loan
Disclosure Statement & Servicing Disclosure Statement**

As required, please review the attached Good Faith Estimate(GFE), Truth in Lending(TIL), Mortgage Loan Disclosure Statement(MLDS) and Servicing Disclosure Statement. Kindly sign and date this form to acknowledge you've received a copy of above mentioned documents, and fax to 408-257-2335 or email to your loan officer. Please note the fees are only an estimate on the Good Faith Estimate form. If you have any questions, feel free to contact you Loan Officer. Thank you for your business and we are looking forward to serve you at our best.

Subject Property Address: _____

I (we) have received an initial GFE and Intend to proceed with the transaction.

Applicant(s) _____

Name(s) _____
Name Signature Date

BayCal Financial West San Jose Corp.

Loan Officer _____
Name Signature Date

CREDIT CARD BILLING AUTHORIZATION FORM

To process payment for your appraisal product order, we need certain information. Upon authorization, we will bill the credit card for the amount due. Your total charges will appear on your credit card statement.

(Please PRINT or TYPE all information)

Contact Name

Order Number: _____

Contact email

Address of property to be appraised

() _____
Contact Phone Number

Card Type:

Visa Mastercard Amex Discover

Credit Card Number

Expiration Date:

Card Code

Print Cardholder's Name (exactly as it appear on card)

Billing Address for credit card

Billing City, State and Zip Code

I authorize _____ bill the card provided for \$_____ for service to be rendered by them. This is a one time authorization and any future charge will require an additional authorization form.

Cardholder's Signature

Date

Visa, Mastercard and discover users: the 3 digit code found on the back of your card and located on the signature panel. AMEX users: 4 digit code found on the front of your card directly about your account number

FEE INFORMATION FROM YOUR MORTGAGE BROKER

For Your Mortgage Loan

- Original Disclosure** provided with loan application.
- Addendum to Original Disclosure** A changed circumstance has occurred since the time you were provided your original disclosure. The costs you will pay for services provided by your mortgage broker have changed from those previously disclosed.

The fees you pay your mortgage broker directly or indirectly for your loan will be:

Portion of the "Our origination charge" line from your Good Faith Estimate that will be paid to your Mortgage Broker¹

\$ _____

¹ On the Good Faith Estimate, this fee will be added to origination charges paid to the lender and, in some cases, other parties. The total of all these charges will be disclosed on the Good Faith Estimate as "Our origination charge."

Minus any credit paid by the lender for the interest rate chosen²

\$ _____

² This fee (the YSP) will reduce your settlement charges (which include mortgage broker fees).

Minus any other credit³

\$ _____

³ To be used if a third party, such as the seller, builder, or lender, has agreed to pay mortgage broker fees on your behalf.

The Total You Will Pay to Your Mortgage Broker⁴

\$ _____

⁴ Of this amount \$ _____ will be paid by you at or before the loan closing, and \$ _____ will be added to the loan amount.

Signed:

Broker Loan Officer Name

Broker Loan Officer Signature

Date

Broker Entity Name

Broker Entity Address & License Number

Date

Borrower Name

Borrower Signature

Date

Borrower Name

Borrower Signature

Date

BORROWER APPRAISAL DISCLOSURE FORM

We are pleased that you and your mortgage broker have chosen Wells Fargo Bank, NA, for your home financing needs. Our goal is to provide you with the highest possible level of customer service. But before we consider your request for financing, we require that an appraisal of the property be conducted by an appraisal management company ("AMC"), such as Rels Valuation or Lender's Service, Inc.

You Will Have to Pay for an Appraisal. You do not need to pay for the appraisal at this time. Your mortgage broker has or will collect credit card information from you to transmit to the AMC to pay for the appraisal. The AMC will then charge your credit card. The appraisal fee that you pay to the AMC is **nonrefundable**. The collection of the appraisal fee does not guarantee a loan approval and is not a commitment by us to lend.

On Purchase Transactions the AMC or appraiser will contact the seller to arrange access to the property.

On Refinance transactions the AMC or appraiser will contact you to arrange access to the property, please call them back as soon as possible. The sooner they hear back from you, the sooner they can begin the appraisal process. Any delay in doing so can slow down our approval of your loan, delay your loan closing, and put your rate lock, if any, in jeopardy. If you do not return the AMC or appraiser's call we will be unable to further process your request.

You Are Entitled to a Copy of the Appraisal. You are entitled to receive and review a copy of every appraisal report that we obtain on your behalf, concerning your subject property, at least three business days prior to the closing of your loan. Once the appraisal is complete, both you and Wells Fargo will be provided a copy. In turn, we will share our copy of the appraisal with your mortgage broker so that he or she may better assist you in your home financing process.

We will make every effort to ensure that you receive a copy of your appraisal report at least three business days prior to your loan closing ("appraisal delivery deadline"). In the unlikely event that we are unable to deliver a copy of your appraisal report to you before the appraisal delivery deadline, your closing date may be postponed.

To avoid the possible postponement of your loan closing date due to delays in the delivery of your appraisal report, you may waive your right to receive and review a copy of your appraisal report prior to the appraisal delivery deadline by signing and returning the waiver provision below. By signing the waiver below, you do not relinquish your right to receive a copy of your appraisal report.

The Loan Closing. At the loan closing, the amount you have paid the AMC will be reflected on your closing documentation. If the amount you paid the AMC is insufficient to cover the actual cost of the appraisal, you will be responsible for the remaining portion.

WAIVER

_____ **I wish to waive** my right under the Home Valuation Code of Conduct to inspect a copy of my appraisal at least three business days prior to the closing of my loan.

_____ **I do not wish to waive** my right under the Home Valuation Code of Conduct to inspect a copy of my appraisal at least three business days prior to closing of my loan. I understand that I may waive this right by contacting my mortgage broker/originator at least four business days prior to loan closing. I also acknowledge that, in the event the I have not received a copy of my appraisal at least three business days prior to closing and I have not waived my right to review my appraisal at least three business days prior to loan closing, my closing will be postponed to allow three business days for my inspection of the appraisal.

I acknowledge my receipt of this form and my waiver choice as I have indicated above.

If you have questions regarding this process, please contact your mortgage broker/originator as soon as possible.

_____	____/____/____
Borrower	Date
_____	____/____/____
Borrower	Date
_____	____/____/____
Borrower	Date
_____	____/____/____
Borrower	Date

- **Our total compensation for assisting you in obtaining a loan will not exceed:** (Total compensation includes all amounts paid by you and the lender to whom your loan is delivered.)

- **Broker Fees that you may pay directly** **Fee Amount**

Total broker fees paid directly by you will not exceed \$
(This total may include such fees as Application, Origination, Processing, etc.)

- **Broker Compensation/Fees that may be paid by Lender**

Yield Spread Premium not to exceed ____% of loan amount \$
 Other \$

- **The loan amount shall not exceed \$_____** If your actual loan amount is different, the maximum fee amount listed above will change accordingly. If your loan amount decreases, the maximum fee will decrease. If the loan amount increases, the maximum fee will increase, yet never exceeding the total compensation we will receive from both you and the lender which is stated below.

The actual amount of our compensation will be disclosed on your HUD-1 or HUD-1A Settlement statement

We also may be paid by the lender based on (i) the value of the mortgage loan or related servicing rights in the marketplace or (ii) other services, goods or facilities performed or provided by us to the lender.

I/we have read this Agreement and understand its contents, as evidenced by my/our signature(s) below.

Mortgage Loan Applicant(s)

Property Address: _____

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Date: _____


Date: _____

Broker

Brokerage Firm Name _____

Signature: _____

Name (Print): _____

 **BAYCAL**
 Financial Corporation
 1072 S. De Anza Blvd.
 Suite A-208
 San Jose CA 95129
 Date: _____

IMPORTANT INFORMATION
UNDISCLOSED DEBT

Disclosure to Applicants

It is extremely important that all loan applicants of U.S. Bank Home Mortgage, a division of U.S. Bank National Association ("Lender") disclose all outstanding debts, obligations and/or liabilities at time of loan application and the Lender urges applicants not to incur any new or additional debts (e.g. car loan, new credit card, installment loan for home furnishings, etc.) prior to closing the mortgage loan.

The Lender relies on the outstanding debts, obligations and/or liabilities disclosed by applicants during the loan application. The information provided is used for loan program qualification purposes.

It is the applicant's responsibility to disclose to the Lender all outstanding debts, obligations and/or liabilities as well as any new or additional liabilities the applicant will incur prior to mortgage loan closing.

If new and/or additional debts or obligations are identified prior to closing the mortgage loan, The Lender may re-underwrite the application to assess loan program qualification requirements are met. The Lender reserves the right to amend or rescind its loan approval based on the re-underwriting results.

Acknowledged by:

_____	_____	_____	_____
Applicant	Date	Applicant	Date

_____	_____	_____	_____
Applicant	Date	Applicant	Date

CUSTOMER IDENTIFICATION NOTICE

IMPORTANT INFORMATION ABOUT PROCEDURES FOR A MORTGAGE LOAN

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you apply for a mortgage loan, we will ask for your full **name (including middle initial), address, date of birth**, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By executing this form you acknowledge that you are required to provide documentation acceptable to _____ to enable us to verify your identity, comply with the provisions of the Bank Secrecy Act, as amended by the USA Patriot Act, and complete the processing of your loan application and that I/(We) agree to provide the identifying documents requested.

I certify I have read and understand all of the above information.

Applicant Name (please print)

Signature of Applicant (full name including middle initial)

Date

Social Security Number

Birth Date - MM/DD/YY

Applicant Name (please print)

Signature of Applicant (full name including middle initial)

Date

Social Security Number

Birth Date - MM/DD/YY

Loan Officer Certification for Face to Face Applications:

By signing below, I certify that I reviewed the customer's identification information on the date listed.

Loan Officer Signature

Date

REVISED 9/30/03

Occupancy Certificate

MORTGAGE FRAUD IS INVESTIGATED BY THE FBI



Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Loan # _____

Property Address: _____

I/We the undersigned, hereby certify that the occupancy status of the above captioned property will be as follows

_____ Primary Residence – Occupied by Borrower(s) within sixty (60) days of closing as stated in the Security Instrument I/we executed.

_____ Second Home – To be occupied by Borrower(s) as a second home (vacation, etc) while maintaining principal residence elsewhere.

_____ Investment Property – Not occupied by Borrower. Purchased as an investment to be held or rented.

REFINANCE ONLY (The following must be completed when financing is to refinance property listed above)

_____ I/We the undersigned, hereby certify that the above captioned property is **NOT** currently listed for sale or under contract to be listed for sale.

I/We the undersigned, acquired this property on _____, _____

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include: 18 U.S.C. § 1001 - Statements or entries generally; 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions; 18 U.S.C. § 1014 - Loan and credit applications generally; 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents; 18 U.S.C. § 1341 - Frauds and swindles by Mail; 18 U.S.C. § 1342 - Fictitious name or address; 18 U.S.C. § 1343 - Fraud by wire; 18 U.S.C. § 1344 - Bank Fraud; 42 U.S.C. § 408(a) - False Social Security Number

I/We acknowledge it is illegal for a person(s) to make a false statement regarding the occupancy of property being financed in a loan and credit application and that we are subject to prosecution under Section 1001, 1010 and 1014 under Title 18 of the United States Code

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.

Mortgage Broker Fee Agreement and Disclosure

This Mortgage Broker Fee Agreement and Disclosure ("Agreement") is by and between _____, a mortgage broker ("we," "us," "our") and the Borrower(s) who sign(s) below ("you," "your"). This Agreement discloses and governs the overall fees that will be paid to your mortgage broker for the origination of your loan.

1. OUR SERVICES: A mortgage broker charges fees to arrange a loan from a mortgage lender who will fund the loan. As your mortgage broker, we will assist you in obtaining a loan, but we do not offer the products of all mortgage lenders, and so we cannot guarantee you the lowest price or best loan terms available. Be sure that you understand and are satisfied with the mortgage loan product and terms we arrange for you. By signing below, you request us to arrange a mortgage loan from a mortgage lender and you agree to the fees listed below for our services.

2. YOUR MORTGAGE LOAN

You are currently applying for a mortgage loan in the amount of \$ _____

If your actual loan amount is different, then the dollar amount of any fee that is based on a percentage of the loan amount may increase if the loan amount increases, or decrease if the loan amount decreases. The fees in this Agreement are for broker services only and do not include other closing costs or credits from us or other parties for non-broker related services.

3. BROKER FEES: Depending on the loan program you select and subject to applicable legal requirements, our fees may be paid by you directly or indirectly, or a combination of both. For the portion of our fees paid directly, you will pay our fees from your own funds at or prior to the loan closing. For the portion of our fees paid indirectly, you may elect to include our fees in your loan amount and pay us at closing out of your loan proceeds. In addition, you may pay our fees by electing to pay the mortgage lender a higher interest. When you elect to pay a higher interest rate, the mortgage lender will provide you with a credit which will be applied against and reduce your settlement charges, including our fees. Paying our fees directly versus indirectly may result in a lower interest rate. We have discussed these fee payment options with you. In addition to our fees, estimates of other fees you will pay in connection with your loan will be shown on your Good Faith Estimate. Once your interest rate is locked and your loan amount and terms are finalized, we will be able to tell you the exact amount of all fees.

NOTE: You may not be charged any fee, other than a reasonable credit report fee (if applicable), prior to (i) receiving your Good Faith Estimate from us, (ii) expressing your intent to proceed with the loan transaction and (iii) receiving the initial disclosures from the mortgage lender.

MAXIMUM BROKER FEE (1) – All fees that are paid to us for arranging your loan with a mortgage lender. This amount is included in the "Our origination charge" of Block 1 of your Good Faith Estimate. The "Our origination charge" amount represents the total sum of all origination charges and fees for your loan from the mortgage broker, mortgage lender and other third parties, as applicable.

Amount

0.00
(Must be completed)

(1) In Wisconsin, this fee shall constitute a "broker administration fee." In Iowa, this fee shall constitute a "broker administration fee." In all other states, this fee shall constitute a broker origination fee.

CREDIT FOR SETTLEMENT COSTS FROM THE MORTGAGE LENDER IN EXCHANGE FOR YOUR SELECTED INTEREST RATE – This will be reflected as a credit to you on Block 2 of your Good Faith Estimate:

(Must be completed)

YOUR ADJUSTED BROKER FEE – The portion of our fees that will be paid by you to us directly after applying the above credit of the mortgage lender, if applicable. This amount is included in the "Your Adjusted Origination Charges" of Block A of your Good Faith Estimate. The "Your Adjusted Origination Charges" amount represents the total sum difference of Box 1 and Box 2 of your Good Faith Estimate:

(Must be completed)

By signing below, you acknowledge that:

- (i) You have received an initial Good Faith Estimate within three (3) business days of the mortgage loan application date and you intend to proceed with the loan transaction.
- (ii) The Agreement has been explained to you and you understand it.
- (iii) You have not been charged any fees, other than a reasonable credit fee (if applicable), prior to entering into this Agreement
- (iv) You voluntarily enter into this Agreement and agree to the fees above.
- (v) The fees above are based on current market rates and your current loan request.

If this box is checked, the form has been amended. All amendments must be initialed by borrower, or a new agreement must be completed.

Borrower: _____

Co-Borrower: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Broker Name: _____
(Printed Name)

By: Signature: _____

Date: _____



The undersigned certifies that the following Loan Applicant(s):

- Has/have been provided with an initial GFE within three business days of the application date;
- Has/have confirmed receipt of the initial GFE;
- Has/have expressed verbally to you, their intention to proceed with the loan covered by the issued GFE; and,
- Was/Were not charged any fee prior to receipt of the GFE, other than a reasonable credit report fee.

Loan Applicant(s) Name(s): _____

Property Address: _____

Representative Name (print): _____

Signature: _____

Date: _____

Borrower Signature: _____

Date: _____

SERVICING DISCLOSURE STATEMENT

Lender:

Date:

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer.

"Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

- We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

Acknowledgment of Mortgage Loan Applicant(s)

I/We have read and understood the disclosure, and understand that the disclosure is a required part of the mortgage application as evidenced by my/our signature(s) below;

Applicant Date

Applicant Date

Applicant Date

Applicant Date

**Social Security Administration
Authorization for the Social Security Administration (SSA)
To Release Social Security Number (SSN) Verification**

Printed Name _____ Date of Birth _____ SSN _____

I am conducting the following business transaction

[Identify a specific purpose. Example – seeking a mortgage from the Company – “identity verification” or “identify proof or confirmation” is not acceptable].

with the following company (“the Company”):

(Company Name)

(Address)

I authorize the Social Security Administration to verify my name and SSN to the Company and/or the Company’s Agent, if applicable, for the purpose I identified.

The name and address of the Company’s Agent is: Rapid Reporting Verification Company, 6628 Bryant Irvin Rd. Fort Worth, Texas 76132.

I am the individual to whom the Social Security number was issued or that person’s legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I acknowledge that if I make any representation that I know is false to obtain information from Social Security records, I could be found guilty of a misdemeanor and fined up to \$5,000.

This consent is valid only for 90 days from the date signed, unless indicted otherwise by the individual named above. If you wish to change this timeframe, fill in the following:

This consent is valid for _____ days from the date signed. _____ (Please initial)

Signature _____ Date Signed _____

Contact information of individual signing authorization:

Address _____

City/State/Zip _____

Phone Number _____

Form SSA-89

Paperwork Reduction Act Statement – This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 3 minutes to complete the form. You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. Send to this address only comments relating to our time estimate, not the completed form.

-----TEAR OFF-----

NOTICE TO NUMBER HOLDER

The Company and/or its Agent have entered into an agreement with SSA that, among other things, includes restrictions on the further use and disclosure of SSA’s verification of your SSN. To view a copy of the entire model agreement, visit: <http://www.ssa.gov/bsocbsvPDF/agreement.pdf>

**Social Security Administration
Authorization for the Social Security Administration (SSA)
To Release Social Security Number (SSN) Verification**

Printed Name _____ Date of Birth _____ SSN _____

I am conducting the following business transaction

[Identify a specific purpose. Example – seeking a mortgage from the Company – “identity verification” or “identify proof or confirmation” is not acceptable].

with the following company (“the Company”):

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One-Year LIBOR Adjustable Rate Loan Program Disclosure Fixed for First Five Years

Important Mortgage Loan Information Please read carefully

You are considering an Adjustable Rate Mortgage Loan (referred to as an "ARM") from MetLife Home Loans, a Division of MetLife Bank, N.A. (the "Lender"). Information on other ARM programs is available upon request.

This disclosure does not constitute a commitment to make a loan to you. If you eventually obtain a loan, the note, security instrument and related documents will establish your legal rights and obligations regarding the loan.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

- Your initial interest rate is not based on the index plus the margin. However, the initial interest rate may be equal to the index plus the margin or may include a discount or may include a premium. If your initial interest rate includes a discount, the initial rate will be lower than the sum of the index plus the margin. If your initial interest rate includes a premium, the initial rate will be higher than the sum of the index plus the margin. Please ask us for the initial interest rate, discount or premium.
- Your interest rate will be periodically adjusted based on the index rate plus a margin. Please ask us for the current index and margin.
- The index rate is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market, commonly referred to as the "LIBOR" index, as published in The Wall Street Journal. If this index is no longer available a comparable index will be substituted.
- The effective date of a change in the interest rate is a Change Date.
- Except for your initial interest rate, which may be lower than, equal to or higher than the rate that is based on the index plus the margin, the interest rate will equal the index rate plus the margin, rounded to the nearest one-eighth of one percentage point (.125%), unless your interest rate "caps" limit the amount of change in the interest rate on a Change Date.
- Your interest rate will be based on the most recent index figure available as of the date 45 days before each Change Date. This Index is called the "Current Index."
- Please note that if your initial interest rate is lower than the rate that is based on the index plus the margin, the interest rate may increase on the first Change Date even if the index decreases.

HOW YOUR INTEREST RATE CAN CHANGE:

Your interest rate is fixed for the first sixty (60) regularly scheduled monthly payments. Your interest rate can change for the 61st regularly scheduled payment and every twelve (12) months thereafter to the index rate plus the margin, subject to the following limits:

- Your interest rate will be rounded to the nearest one-eighth of one percentage point (.125%).
- Your interest rate cannot increase or decrease more than five percentage points (5.000%) at the first Change Date and two percentage point (2.000%) increase or decrease per adjustment thereafter.
- Your interest rate cannot increase more than five percentage points (5.000%) over the start rate over the term of the loan.
- Your interest rate cannot decrease to be less than the margin over the term of the loan.

HOW YOUR PAYMENT CAN CHANGE:

- Your payment can change each time your interest rate changes.
- You will be notified in writing at least twenty-five (25) days before the due date of each adjustment. This notice will contain information about your interest rate, payment amount and loan balance.
- Your payment may increase or decrease substantially depending on changes in the interest rate.

INITIAL AND MAXIMUM INTEREST RATE:

For example, on a \$10,000 thirty-year loan with an initial interest rate of 3.750% (the rate in effect during January 2010), the maximum amount that the interest rate can rise under this program is five percentage points (5.000%) to 8.750% after the fifth year. The monthly payment of principal and interest can rise from an initial payment of \$46.32 to a maximum of \$74.06 in the 6th year.

CALCULATING YOUR PAYMENTS:

To see what your payments (excluding escrow payments) would be, divide your mortgage amount by \$10,000; then multiply the loan payment by that amount. (For example, the monthly payment for a mortgage amount of \$60,000 would be $\$60,000 \div \$10,000 = 6$; $6 \times \$46.32 = \277.92).

****IMPORTANT****

APPLICANT(S) ACKNOWLEDGEMENT

This statement is intended for reference purposes only. It is not a commitment to make a loan. Important information relating specifically to your loan will be contained in the loan documents.

You have the right to seek legal advice before signing any of the contract documents.

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

One-Year LIBOR Adjustable Rate Loan Program Disclosure Fixed for First Seven Years

Important Mortgage Loan Information Please read carefully

You are considering an Adjustable Rate Mortgage Loan (referred to as an "ARM") from MetLife Home Loans, a Division of MetLife Bank, N.A. (the "Lender"). Information on other ARM programs is available upon request. This disclosure does not constitute a commitment to make a loan to you. If you eventually obtain a loan, the note, security instrument and related documents will establish your legal rights and obligations regarding the loan.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

- Your initial interest rate is not based on the index plus the margin. However, the initial interest rate may be equal to the index plus the margin or may include a discount or may include a premium. If your initial interest rate includes a discount, the initial rate will be lower than the sum of the index plus the margin. If your initial interest rate includes a premium, the initial rate will be higher than the sum of the index plus the margin. Please ask us for the initial interest rate, discount or premium.
- Your interest rate will be periodically adjusted based on the index rate plus a margin. Please ask us for the current index and margin.
- The index rate is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market, commonly referred to as the "LIBOR" index, as published in The Wall Street Journal. If this index is no longer available a comparable index will be substituted.
- The effective date of a change in the interest rate is a Change Date.
- Except for your initial interest rate, which may be lower than, equal to, or higher than the rate that is based on the index plus the margin, the interest rate will equal the index rate plus the margin, rounded to the nearest one-eighth of one percentage point (.125%), unless your interest rate "caps" limit the amount of change in the interest rate on a Change Date.
- Your interest rate will be based on the most recent index figure available as of the date 45 days before each Change Date. This is called the "Current Index."
- Please note that if your initial interest rate is lower than the rate that is based on the index plus the margin, the interest rate may increase on the first Change Date even if the index decreases.

HOW YOUR INTEREST RATE CAN CHANGE:

Your interest rate is fixed for the first eighty-four (84) regularly scheduled monthly payments. Your interest rate can change for the 85th regularly scheduled payment and every twelve (12) months thereafter to the index rate plus the margin, subject to the following limits:

- Your interest rate will be rounded to the nearest one-eighth of one percentage point (.125%).
- Your interest rate cannot increase or decrease more than five percentage points (5.000%) at the first Change Date and two percentage point (2.000%) increase or decrease per adjustment thereafter.
- Your interest rate cannot increase more than five percentage points (5.000%) over the start rate over the term of the loan.
- Your interest rate cannot decrease to be less than the margin over the term of the loan.

HOW YOUR PAYMENT CAN CHANGE:

- Your payment can change each time your interest rate changes.
- You will be notified in writing at least twenty-five (25) days before the due date of each adjustment. This notice will contain information about your interest rate, payment amount and loan balance.
- Your payment may increase or decrease substantially depending on changes in the interest rate.

INITIAL AND MAXIMUM INTEREST RATE:

For example, on a \$10,000 thirty-year loan with an initial interest rate of 4.250% (the rate in effect during January 2010), the maximum amount that the interest rate can rise under this program is five percentage points (5.000%) to 9.250% after the seventh year. The monthly payment of principal and interest can rise from an initial payment of \$49.20 to a maximum of \$75.82 in the 8th year.

CALCULATING YOUR PAYMENTS:

To see what your payments (excluding escrow payments) would be, divide your mortgage amount by \$10,000; then multiply the loan payment by that amount. (For example, the monthly payment for a mortgage amount of \$60,000 would be $\$60,000 \div \$10,000 = 6$; $6 \times \$49.20 = \295.20).

****IMPORTANT****

APPLICANT(S) ACKNOWLEDGEMENT

This statement is intended for reference purposes only. It is not a commitment to make a loan. Important information relating specifically to your loan will be contained in the loan documents.

You have the right to seek legal advice before signing any of the contract documents.

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Signature Date

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