





therein, do not proceed with the closing and immediately advise Lender. If necessary, the closing may be rescheduled to accommodate the requirement of the law. If they can swear to each of the matters therein, obtain their signatures under jurat. Return two (2) certified copies to Lender. Give each party a copy after signature.

Notice of Right to Cancel and Election Not to Cancel. Give each Borrower two (2) Originals. Borrower must acknowledge (by signature) receipt of Notice(s) at time of consummation. The Borrower must not execute the Election until the three (3) day period has expired. Return the Original Notice(s) signed by each Borrower to Lender. Amend and have initialled by all Borrowers the "date of the transaction" on the Notice(s) and Election(s) to reflect the later of the date the last Borrower signed or any other condition that is satisfied that is necessary for consummation. Extend the rescission date in paragraph 2 of the Notice(s) by a like amount of days and have initialled by all Borrowers.

Texas Home Equity Notice of Right to Rescind. All Property Owners and their Spouses must sign this form. Return signed original to Lender. Give each party a signed copy.

Home Equity Line of Credit Agreement and Promissory Note. - Borrower(s) must sign Original and initial each page. Return Original and three (3) certified copies to Lender.

Texas Home Equity Line of Credit Security Instrument. The indicated Borrower(s) must sign Original Deed of Trust and initial each page. Obtain Acknowledgements and file. Original after recording must be returned to Lender. Return three (3) certified copies to Lender. Give Borrower(s) one (1) copy.

Riders to Security Instrument. Attach the following rider(s) to Original Security Instrument and file of record. Borrower(s) must sign. Return three (3) certified copies.

Condominium Rider. Planned Unit Development Rider. Other: \_\_\_\_\_

Receipt of Copies. - All indicated parties must sign. Return original to Lender. Given each Party a copy after signature.

Texas Home Equity Election Not to Rescind. All indicated parties must sign this form, but only after three (3) business days have expired. On the fourth (4th) business day after closing, the parties, if they have elected not to rescind/cancel under either their federal Right to Cancel or their state Right to Rescind should return or fax this Election Not to Rescind to the Settlement Agent. This may not be dated or signed prior to the fourth (4th) business day after closing.

Notice Concerning Extensions of Credit (Spanish Version). All indicated parties must sign. Return original to Lender.

Rural Homestead Affidavit. All indicated parties must sign this form and swear to the facts stated therein. Return original to Lender.

Acknowledgment Regarding Voluntary Repayment of Existing Debt. All indicated parties must sign this form. Return original to Lender.

Discount Point Acknowledgment. All indicated parties must sign this form. Return original to Lender.

Affidavit of Milk Production on Homestead Property. All Property owners, their spouses and any borrowers must sign this form and must swear to the facts stated therein. Return original to Lender.

Certificate From Originating Lender Regarding Compliance

Simultaneous Assignment and Transfer of Lien. File of record immediately after Deed of Trust. Original to Lender after recording.

Property Tax Information. Settlement Agent must complete. Return Original to Lender.

Request for Taxpayer Identification Number and Certification (IRS Form W-9). Each Borrower must complete and sign a separate W-9. Return Original(s) to Lender.

Hazard Insurance Information. Settlement Agent must complete. Return Original to Lender.

Occupancy Affidavit. Borrower(s) must sign and swear to the truth of the matter(s) stated. Signatures must be acknowledged. Return Original to Lender. Give Borrower(s) one (1) copy.

Document Correction Agreement. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy each.

Survey and Title Exception(s) Receipt or Title Exception(s) Receipt. Borrower(s) must sign and date survey and attach to Survey and Title Exceptions Receipt or Title Exception(s) Receipt. Return Original to Lender. Give Borrower(s) one (1) copy.

Survey and Title Exception(s) Receipt w/Specific Hold Harmless. Borrower(s) must sign and date survey and attach to Survey and Title Exceptions Receipt. Return Original to Lender. Give Borrower(s) one (1) copy.

Attorney Representation Notice and Arbitration Agreement. Borrower(s) and Seller(s) must sign. Original to be mailed back to PeirsonPatterson, LLP with payment. Give one (1) copy to Borrower(s) and Seller(s).

Status Certification. Borrower(s) must sign and swear to the truth of the matter(s) stated. Signatures must be acknowledged. Return Original to Lender. Give Borrower(s) one (1) copy.

Notice-No Oral Agreements. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Future Flood Insurance Authorization. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Flood Insurance Notice to Borrower(s). Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Escrow Waiver. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Reserve Account Agreement. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Independent Property Tax Reporting Authorization. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Name Affidavit(s). Borrower(s) must sign and swear to the truth of the matter(s) stated. Signatures must be acknowledged. Return Original(s) to Lender. Give Borrower(s) one (1) copy.

Appraisal Receipt. Borrower(s) must complete date and name of appraiser if not already complete. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Loan Application. (Typed Final) Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Mineral Rights Acknowledgment and Agreement. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Power of Attorney Instructions. Settlement Agent must sign and follow additional instructions. Return Original to Lender.

Transferee/Transferor Notice of Transfer of Loan Servicing at Settlement. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Income Certification. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Tax Certificates. Provide Lender with one (1) certified copy.

Borrower's Certification and Authorization. Borrower's must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Disclosure of Right to Receive a Copy of an Appraisal. Borrower's must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Check Request. This is a new HELOC form to evidence the borrower's request for checks to be issued to him to accommodate his draws against his HELOC. This can be obtained from the borrower either at loan application to allow the borrower to receive the checks at closing or obtain at closing to allow the borrower to request the checks to be sent to him post closing. This form should discourage any subsequent claim by borrower that the

checks were prohibited "preprinted solicitation check".

— Acknowledgement of Advance Disclosure of Home Equity Fees and Charges. This is a new form for both Texas HELOCs and regular closed-end Texas home equity loans to be used to evidence borrower's acknowledgement that he received at least one business day in advance of closing a final itemized disclosure of the actual fees, points, interest, costs, and charges that was charged at closing, unless a bona fide emergency or another good cause existed and the lender obtained the written consent of the owner.

— Consent of Owner to Waive Advance Disclosure of Home Equity Fees and Charges. This is a new form for both Texas HELOCs and regular closed-end Texas home equity loans to be used to evidence borrower's waiver of his one business day advance disclosure all the HELOC closing fees and charges. **CAUTION use sparingly until clear legal precedent is established defining "a bona fide emergency or another good cause".**

#### SECTION IV: ADDITIONAL REQUIREMENTS

A. The following conditions must be satisfied prior to execution of the documentation:

— Survey. Obtain a survey according to the requirements of the Master Closing Instruments. Determine that the description matches the Property description used in the loan documents.

— Appraisal. Before Borrower's execution, attach a copy of the appraisal as provided to the Settlement Agent to the Acknowledgement Regarding Fair Market Value of Homestead Property. Give the Borrower a copy of the Acknowledgement with a copy of appraisal.

— Insured Closing Letter. Provide Insured Closing Letter to Lender according to Texas Title Insurance Procedural Rules.

B. The following conditions must be satisfied after funding:

Mortgagee's Clause in Title Policy must read: "(Lender's name as appearing in the Note), and/or (the Secretary of Housing and Urban Development) (the Secretary of the Department of Veteran's Affairs, an officer of The United States of America) (the Veteran Land Board of the State of Texas), "and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions and Stipulations" depending on the type of loan as indicated in the Master Closing Instructions.

Provide T-30 endorsement to the Mortgage Title Policy at the Borrower's expense. See Master Closing Instructions No. 4.13(i). Real estate taxes must be shown as being current or as being future taxes that are not yet due and payable. Any situation in which taxes are not current is not acceptable.

Provide T-36 Environmental Protection Lien Endorsement to Mortgagee's Title Policy at Borrower's expense. See Master Closing Instructions No. 4.13(m).

As to any encroachment that is an exception in the Mortgagee Title Policy which falls under the provisions of Procedural Rule 50 of the MANUAL OF RULES, RATES AND FORMS FOR THE WRITING OF TITLE INSURANCE IN THE STATE OF TEXAS, the Lender hereby requests that any such matter be insured by providing a T-19 Restrictions, Encroachments, Mineral Rights Endorsement at borrower's expense. See Master Closing Instructions 4.13(h).

Delete Section 13 of the conditions and stipulations of the Mortgagee Policy relating to Arbitration.

— Provide T-17 PUD endorsement to the Mortgagee's Title Policy at the Borrower's expense. See Master Closing Instructions No. 4.13(g).

— Provide Manufactured Housing Unit Endorsement T.31 and T-31.1 at borrower's expense. See Master Closing Instructions No. 4.13(j).

— Provide T-33 ARM Endorsement to Mortgagee's Title Policy at Borrower's expense. See Master Closing Instructions No. 4.13(l)

Title Insurance. According to Procedural Rule (P-9b(8)), add Revolving Credit Endorsement (T-35) to the Mortgagee Policy. Make no deletions thereon.

— Title Insurance. According to Procedural Rule P-44, add Equity Loan Mortgage Endorsement (T-42) to the Mortgagee Policy. Make no deletions thereon. Add subparagraph (f) of paragraph 2 to the Equity Loan Mortgage Endorsement (T-42) as allowed by Procedural Rule P-44.

— Title Insurance (Supplemental Coverage Endorsement). According to Procedural Rule P-47, add Equity Loan Mortgage Endorsement (T-42.1) to the Mortgagee Policy. Make no deletions thereon. The requirements for the Equity Loan Mortgage Endorsement (T-42.1) are as follows:

i. **Receipt of Closing Instructions Signature Before Specified Date:** Settlement Agent acknowledges receipt of this Addendum, the Supplemental Closing Instructions and the Master Closing Instructions prior to the execution of the Texas Home Equity Security Instrument and the Texas Home Equity Note which is being executed at the office of the title insurance company. Settlement Agent shall not allow any Borrower, Owner or Owner's Spouse to execute any loan document before the date indicated on the Texas Home Equity Note.

ii. **Loan Proceeds Disbursement Before Fourth (4th) Day:** Settlement Agent shall not disburse funds before the fourth (4th) business day after closing.

iii. **Election Not to Rescind:** All indicated parties must have executed the Texas Home Equity Election Not to Rescind. This form may not be dated or signed prior to the fourth (4th) business day after closing.

iv. **Document Copies:** Settlement Agent shall give Borrower/Owner copies of all documents related to the extension of credit which Borrower/Owner signs at closing and provide the same on the date that the Borrower/Owner executed the Texas Home Equity Security Instrument and the Texas Home Equity Note secured thereby.

v. **Settlement Statement:** Settlement Agent shall fax or send fee and charge disclosure or settlement statement to the Lender for approval prior to execution of the Texas Home Equity Security Instrument and the Texas Home Equity Note secured thereby. Settlement Agent shall not collect or disburse any fees not shown on the final settlement statement prepared by the title insurance company and approved by Lender.

vi. **Blanks in an Instrument:** Settlement Agent shall ensure there are no blanks left to be filled in (other than signature lines, if any, for execution by Lender) in the following instruments when executed by Borrower/Owner:

(a) any instrument prepared by the Settlement Agent or title insurance company; (b) the Acknowledgment Regarding Fair Market Value of Homestead Property; (c) the Texas Home Equity Security Instrument; (d) the Texas Home Equity Note; and (e) any affidavits of compliance with Section 50(a)(6), Article XVI, of the Texas Constitution including but not limited to the Texas Home Equity Affidavit and Agreement, Rural Homestead Affidavit (if applicable), and Affidavit of Milk Production on Homestead Property (if applicable).

vii. **Attachment of Appraisal or Evaluation:** Settlement Agent shall attach the appraisal or evaluation of the fair market value of the Property to the Written Acknowledgment Regarding Fair Market Value of Homestead Property.

viii. **Signature of Acknowledgment of Fair Market Value:** Settlement Agent shall ensure execution of the Acknowledgment Regarding Fair Market Value of Homestead Property by Borrower/Owner on the date of closing at the office of a title insurance company.

ix. **No Land In Excess of Homestead Allotment:** Settlement Agent must receive a satisfactory surveyor's certificate of letter from a Texas Licensed Registered Professional Surveyor or a computation of the acreage made pursuant to a software program stating the exact amount of acreage or square footage of the land and whether or not the land is located within the boundaries of an incorporated municipality.

x. **No Other Land with a Home Equity Mortgage:** Borrower/Owner and Owner's Spouse (if any) must execute and swear to each of the matters stated in the Texas Home Equity Affidavit and Agreement. The Property (as shown on Schedule A) shall not have been subject to a mortgage (executed by owner) securing an extension of credit made pursuant to Subsection (a)(6) of Section 50, Article XVI of the Texas Constitution that was closed within one year prior to this loan closing.





# **IMPORTANT NOTICE!!!!**

**TO: SETTLEMENT AGENT**

**FROM: PEIRSONPATTERSON, LLP - ARLINGTON**

**RE:**

**PLEASE PREPARE YOUR DISBURSEMENT STATEMENT AS  
FOLLOWS:**

**PEIRSONPATTERSON, LLP - ARLINGTON -----\$\_\_\_\_  
1111 WEST ARKANSAS LANE  
ARLINGTON, TEXAS 76013-6325**

**(MAIL CHECK TO ARLINGTON OFFICE - NOT DALLAS)**

**IF YOU MAIL OUR CHECK TO THE DALLAS OR HOUSTON OFFICE THIS WILL DELAY  
PROPER POSTING OF PAYMENT. YOU WILL BE ASKED TO PROVIDE OUR OFFICE WITH  
A COPY OF THE CANCELLED CHECK (FRONT AND BACK). THIS ADDITIONAL WORK AND  
TIME FOR YOU AND US IS UNNECESSARY, IF INSTRUCTIONS ARE FOLLOWED PROPERLY.  
YOUR ASSISTANCE IN THIS MATTER WILL BE APPRECIATED.**