

# 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	
<b>I. TYPE OF MORTGAGE AND TERMS OF LOAN</b>			
Mortgage Applied for:	<input checked="" type="checkbox"/> VA <input type="checkbox"/> FHA	<input type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other (explain): Agency Case Number: _____ Lender Case Number: _____
Amount \$	Interest Rate %	No. of Months	Amortization Type: <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):
<b>II. PROPERTY INFORMATION AND PURPOSE OF LOAN</b>			
Subject Property Address (street, city, state, & ZIP)			No. of Units
Legal Description of Subject Property (attach description if necessary)			Year Built
Purpose of Loan		Property will be:	
<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent		<input checked="" 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
	\$	\$	
Title will be held in what Name(s)		Manner in which Title will be held	Estate will be held in:
			<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)			
<b>III. BORROWER INFORMATION</b>			
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	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
<input type="checkbox"/> Married (includes registered domestic partners) <input type="checkbox"/> Unmarried (includes single, divorced, widowed) <input type="checkbox"/> Separated		Dependents (not listed by Co-Borrower) No. _____ Ages _____	
<input type="checkbox"/> Married (includes registered domestic partners) <input type="checkbox"/> Unmarried (includes single, divorced, widowed) <input type="checkbox"/> Separated		Dependents (not listed by Borrower) No. _____ 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.	
/ United States		/ United States	
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.	
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.		Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	

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

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:		
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>Total</b>	<b>\$</b>	<b>\$</b>

\* 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	
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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.
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Cash deposit toward purchase held by:	\$	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	
List checking and savings accounts below		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	\$	
Name and address of Bank, S&L, or Credit Union						
		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	\$	
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.				
Life insurance net cash value		Name and address of Company		\$ Payment/Months	\$	
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.	\$

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	Maintenance, Taxes & Misc.	Net Rental Income
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			\$	\$	\$	\$	\$	\$
		Totals	\$	\$	\$	\$	\$	\$

Alternate Name	Creditor Name	Account Number
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Account Number

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS				
a. Purchase price	\$	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation. a. Are there any outstanding judgments against you? b. Have you been declared bankrupt within the past 7 years? c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years? d. Are you a party to a lawsuit? e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? <small>(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)</small> f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? <small>If "Yes," give details as described in the preceding question.</small> g. Are you obligated to pay alimony, child support, or separate maintenance? h. Is any part of the down payment borrowed? i. Are you a co-maker or endorser on a note? ----- j. Are you a U. S. citizen? k. Are you a permanent resident alien? l. Do you intend to occupy the property as your primary residence? <small>If "Yes," complete question m below.</small> m. Have you had an ownership interest in a property in the last three years? (1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)? ----- (2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? -----	Borrower		Co-Borrower	
b. Alterations, improvements, repairs			Yes	No	Yes	No
c. Land (if acquired separately)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Refinance (incl. debts to be paid off)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Estimated prepaid items			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Estimated closing costs			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. PMI, MIP, Funding Fee			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Discount (if Borrower will pay)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Total costs (add items a through h)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Subordinate financing			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Borrower's closing costs paid by Seller		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
l. Other Credits (explain)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
n. PMI, MIP, Funding Fee financed		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
o. Loan amount (add m & n)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
p. Cash from/to Borrower (subtract j, k, l & o from i)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>IX. ACKNOWLEDGEMENT AND AGREEMENT</b>
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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: **Canyon National Bank 74150 Country Club Drive Palm Desert, CA 92260**

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

<b>X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES</b>
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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.)

<b>BORROWER</b> <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"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>CO-BORROWER</b> <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"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male
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To be Completed by Loan Originator:

This information was provided:

<input type="checkbox"/> In a face-to-face interview	<input type="checkbox"/> By the applicant and submitted by fax or mail
<input type="checkbox"/> In a telephone interview	<input type="checkbox"/> By the applicant and submitted via e-mail or the internet

Loan Originator's Signature	Date	
X		
Loan Originator's Name (print or type)	Loan Originator Identifier	Loan Originator's Phone Number (including area code)
Jennifer Church		760-473-4333
Loan Origination Company's Name	Loan Origination Company Identifier	Loan Origination Company's Address
Canyon National Bank		74150 Country Club Drive
(P) 760-473-4333 (F) 760-472-0696		Palm Desert, CA 92260

# Borrower Signature Authorization

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

## Part I - General Information

1. Borrower(s)		2. Name and address of Lender/Broker Canyon National Bank 74150 Country Club Drive Palm Desert, CA 92260 TEL: 760-473-4333 FAX: 760-472-0696
3. Date	4. Loan Number	

## Part II - Borrower Authorization

I hereby authorize the Lender/Broker to verify my past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender/Broker to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan.

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Borrower

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Date

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Borrower

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Date

## EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO:

PROPERTY ADDRESS:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this company is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3710, Houston, Texas 77010

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

## SERVICING DISCLOSURE STATEMENT

Lender: Canyon National Bank  
74150 Country Club Drive  
Palm Desert, CA 92260

Date:

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

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

## THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 FAIR LENDING NOTICE

DATE:

COMPANY: Canyon National Bank  
74150 Country Club Drive  
Palm Desert, CA 92260

APPLICATION NO:

PROPERTY ADDRESS:

It is illegal to discriminate in the provisions of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions 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 or ancestry.

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 a one-to-four unit family residence occupied by the owner and for the purpose of the home improvement of any one-to-four unit family residence.

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

Department of Real Estate  
2201 Broadway  
P.O. BOX 187000  
Sacramento, CA 95808-7000

I/we received a copy of this notice.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144  
HUD: 2502-0059 (expires 11/30/2010)

<b>Part I - Identifying Information</b> (mark the type of application)		2. Agency Case No: (include any suffix)		3. Lender's Case No.		4. Section of the Act (for HUD cases)	
1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act							
5. Borrower's Name & Present Address (include zip code)				7. Loan Amount (include the UFMIP if for HUD or Funding Fee if for VA) \$		8. Interest Rate %	
						9. Proposed Maturity yrs. mos.	
6. Property Address (including name of subdivision, lot & block no. & zip code)				10. Discount Amount (only if borrower is permitted to pay) \$		11. Amount of Up Front Premium \$	
						12a. Amount of Monthly Premium /mo.	
				13. Lender's I.D. Code		12b. Term of Monthly Premium months	
15. Lender's Name & Address (include zip code)				16. Name & Address of Sponsor/Agent			
Type or Print all entries clearly				17. Lender's Telephone Number			

VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

18. First Time Homebuyer?		19. VA Only: Title will be Vested in:		20. Purpose of Loan (blocks 9 - 12 are for VA loans only)	
a. <input type="checkbox"/> Yes		<input type="checkbox"/> Veteran		1) <input type="checkbox"/> Purchase Existing Home Previously Occupied	
b. <input type="checkbox"/> No		<input type="checkbox"/> Veteran & Spouse		2) <input type="checkbox"/> Finance Improvements to Existing Property	
		<input type="checkbox"/> Other (Specify):		3) <input type="checkbox"/> Refinance (Refi.)	
				4) <input type="checkbox"/> Purchase New Condo. Unit	
				5) <input type="checkbox"/> Purchase Existing Condo. Unit	
				6) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied	
				7) <input type="checkbox"/> Construct Home (proceeds to be paid out during construction)	
				8) <input type="checkbox"/> Finance Co-op Purchase	
				9) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home	
				10) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home & Lot	
				11) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home to Buy Lot	
				12) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home/Lot Loan	

## Part II - Lender's Certification

21. The undersigned lender makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U. S. Code, or to induce the Department of Housing and Urban Development - Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.

- The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.
- The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.
- The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.
- The verification of employment and verification of deposits were requested and received by the lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.

- The Uniform Residential Loan Application and this Addendum were signed by the borrower after all sections were completed.
- This proposed loan to the named borrower meets the income and credit requirements of the governing law in the judgment of the undersigned.
- To the best of my knowledge and belief, I and my firm and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph G(2) of this certification; and (4) have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Items "H" through "J" are to be completed as applicable for VA loans only.

H. The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:

Name & Address	Function (e.g., obtained information on the Uniform Residential Loan Application, ordered credit report, verifications of employment, deposits, etc.)
----------------	---

If no agent is shown above, the undersigned lender affirmatively certifies that all information and supporting credit data were obtained directly by the lender.

- The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions with which they are identified
- The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.

Signature of Officer of Lender X	Title of Officer of Lender	Date (mm/dd/yyyy)
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Part III - Notices to Borrowers. Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number can be located on the OMB Internet page at <http://www.whitehouse.gov/omb/library/OMB/INV.LIST.OF.AGENCIES.html#LIST.OF.AGENCIES>.

Privacy Act Information. The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN. HUD and/or VA may conduct a computer match to verify the information you provide. HUD and/or VA may disclose certain information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or VA, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside VA or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may

result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

Caution. Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

#### Part IV - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration to verify my Social Security number to the Lender identified in this document and HUD/FHA, through a computer match conducted by HUD/FHA.

I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD/FHA and that verification of my Social Security number does not constitute confirmation of my identity. I also understand that my Social Security number may not be used for any other purpose than the one stated above, including resale or redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA complies with SSA's consent requirements.

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 know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

Signature(s) of Borrower(s)	Date signed	Signature(s) of Co-Borrower(s)	Date signed
X	/ /	X	/ /

#### Part V - Borrower Certification

##### 22. Complete the following for a HUD/FHA Mortgage

22 a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD / FHA mortgage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is it to be sold?	<input type="checkbox"/> Yes <input type="checkbox"/> No	22 b. Sales Price	22 c. Original Mortgage Amt
				\$	\$

22 d. Address

22 e. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest? ☐ Yes ☐ No If "Yes" give details.

22 f. Do you own more than four dwellings? ☐ Yes ☐ No If "Yes" submit form HUD-92561.

##### 23. Complete for VA - Guaranteed Mortgage. Have you ever had a VA home loan? ☐ Yes ☐ No

24. Applicable for Both VA & HUD. As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended. Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA may be required to pay your lender on account of default in your loan payments. The amount of any such claim payment will be a debt owed by you to the Federal Government. This debt will be the object of established collection procedures.

##### 25. I, the Undersigned Borrower(s) Certify that:

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

##### (2) Occupancy: (for VA only -- mark the applicable box)

☐ (a) I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.

☐ (b) My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.

☐ (c) I previously occupied the property securing this loan as my home. (for interest rate reductions)

☐ (d) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)

Note: If box 2b or 2d is checked, the veteran's spouse must also sign below.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$ ) is:

☐ the reasonable value of the property as determined by VA or;

☐ the statement of appraised value as determined by HUD/FHA.

Note: If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value" mark either item (a) or item (b), whichever is applicable.

☐ (a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA or HUD/FHA established value.

I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment;

☐ (b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.

(6) For HUD Only (for properties constructed prior to 1978) I have received information on lead paint poisoning. ☐ Yes ☐ Not Applicable

(7) I am aware that neither HUD/FHA nor VA warrants the condition or value of the property.

Signature(s) of Borrower(s) -- Do not sign unless this application is fully completed. Read the certifications carefully & review accuracy of this application.

Signature(s) of Borrower(s)	Date signed	Signature(s) of Co-Borrower(s)	Date signed
X	/ /	X	/ /

(Borrowers Must Sign Both Parts IV & V) Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA Commissioner.

# Direct Endorsement Approval for a HUD/FHA-Insured Mortgage

U.S. Department of Housing  
and Urban Development

Part I - Identifying Information (mark the type of application)		2. Agency Case No. (include any suffix)		3. Lender's Case No.		4. Section of the Act (for HUD cases)	
1. <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act							
5. Borrower's Name & Present Address (include zip code)				7. Loan Amount (include the UFMIP)		8. Interest Rate	
				\$		%	
						9. Proposed Maturity	
						yrs. mos.	
6. Property Address (including name of subdivision, lot & block no. & zip code)				10. Discount Amount (only if borrower is permitted to pay)		11. Amount of Up Front Premium	
						\$ /mo.	
				12a. Amount of Monthly Premium		12b. Term of Monthly Premium	
						months	
				13. Lender's I.D. Code		14. Sponsor/Agent I.D. Code	
15. Lender's Name & Address (include zip code)				16. Name & Address of Sponsor/Agent			
Type or Print all entries clearly							
				17. Lender's Telephone Number			

☐ Approved: Approved subject to the additional conditions stated below, if any.

Date Mortgage Approved \_\_\_\_\_ Date Approval Expires \_\_\_\_\_

<input type="checkbox"/> Modified & Approved as follows:	Loan Amount (include UFMIP)	Interest Rate	Proposed Maturity	Monthly Payment	Amount of Up Front Premium	Amount of Monthly Premium	Term of Monthly Premium
	\$	%	yrs. mos.	\$	\$	\$	months

## Additional Conditions:

- ☐ If this is proposed construction, the builder has certified compliance with HUD requirements on form HUD-92541.
- ☐ If this is new construction, the lender certifies that the property is 100% complete (both on site and off site improvements) and the property meets HUD's minimum property standards and local building codes.
- ☐ Form HUD-92544, Builder's Warranty is required.
- ☐ The property has a 10-year warranty.
- ☐ Owner-Occupancy Not required (item (b) of the Borrower's Certificate does not apply).
- ☐ The mortgage is a high loan-to-value ratio for non-occupant mortgagor in military.
- ☐ Other: (specify)

☐ This mortgage was rated as an "accept" or "approve" by FHA's Total Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies to the integrity of the data supplied by the lender used to determine the quality of the loan, that a Direct Endorsement Underwriter reviewed the appraisal (if applicable) and further certifies that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Mortgagee Representative: \_\_\_\_\_

☐ This mortgage was rated as a "refer" by FHA's Total Mortgage Scorecard, and/or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement underwriter certifies that I have personally reviewed the appraisal report (if applicable), credit application, and all associated documents and have used due diligence in underwriting this mortgage. I find that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program and I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Direct Endorsement Underwriter \_\_\_\_\_ DE's CHUMS ID Number \_\_\_\_\_

The Mortgagee, its owners, officers, employees or directors ☐ do ☐ do not have a financial interest in or a relationship, by affiliation or ownership, with the builder or seller involved in this transaction.

## Borrower's Certificate

The undersigned certifies that:

- (a) I will not have outstanding any other unpaid obligations contracted in connection with the mortgage transaction or the purchase of the said property except obligations which are secured by property or collateral owned by me independently of the said mortgaged property, or obligations approved by the Commissioner;
- (b) One of the undersigned intends to occupy the subject property, (note: this item does not apply if owner-occupancy is not required by the commitment);
- (c) All charges and fees collected from me as shown in the settlement statement have been paid by my own funds, and no other charges have been or will be paid by me in respect to this transaction;
- (d) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny the dwelling or property covered by this loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for a violation of this certificate.

Borrower(s) Signature(s) & Date

X

## Lender's Certificate

The undersigned certifies that to the best of its knowledge:

- (a) The statements made in its application for insurance and in this Certificate are true and correct;
- (b) The conditions listed above or appearing in any outstanding commitment issued under the above case number have been fulfilled;
- (c) Complete disbursement of the loan has been made to the borrower, or to his/her creditors for his/her account and with his/her consent;
- (d) The security instrument has been recorded and is a good and valid first lien on the property described;
- (e) No charge has been made to or paid by the borrower except as permitted under HUD regulations;
- (f) The copies of the credit and security instruments which are submitted herewith are true and exact copies as executed and filed for record;
- (g) It has not paid any kickbacks, fee or consideration of any type, directly or indirectly, to any party in connection with this transaction except as permitted under HUD regulations and administrative instructions.

I, the undersigned, as authorized representative of \_\_\_\_\_, mortgagee at this time of closing of this mortgage loan, certify that I have personally reviewed the mortgage loan documents, closing statements, application for insurance endorsement, and all accompanying documents. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4.

Lender's Name		Note: If the approval is executed by an agent in the name of lender, the agent must enter the lender's code number and type.	
Title of Lender's Officer			
Signature of Lender's Officer		Code Number (5 digits)	Type
X			

<h2 style="margin: 0;">REQUEST FOR A CERTIFICATE OF ELIGIBILITY</h2>	TO	Department of Veterans Affairs Eligibility Center P. O. Box 20729 Winston-Salem, NC 27120
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NOTE: Please read information on reverse before completing this form. If additional space is required, attach a separate sheet.

1. FIRST-MIDDLE-LAST NAME OF VETERAN	2. DATE OF BIRTH	3. VETERAN'S DAYTIME TELEPHONE NO.
4A. ADDRESS OF VETERAN (No., street or rural route, city or P.O. State and ZIP Code)	5. MAIL CERTIFICATE OF ELIGIBILITY TO: (Complete <u>ONLY</u> if the Certificate is to be mailed to an address different from the one listed in Item 4A)	
4B. E-MAIL ADDRESS OF VETERAN (If applicable)		

6. MILITARY SERVICE DATA (ATTACH PROOF OF SERVICE - SEE PARAGRAPH "D" ON REVERSE)						
A. ITEM	B. PERIODS OF ACTIVE SERVICE		C. NAME (Show your name exactly as it appears on your separation papers or Statement of Service)	D. SOCIAL SECURITY NUMBER	E. SERVICE No. (If different from Social Security No.)	F. BRANCH OF SERVICE
1.	DATE FROM	DATE TO				
2.						
3.						
4.						
7A. WERE YOU DISCHARGED, RETIRED OR SEPARATED FROM SERVICE BECAUSE OF DISABILITY OR DO YOU NOW HAVE ANY SERVICE-CONNECTED DISABILITIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    (If "Yes," complete Item 7B)				7B. VA CLAIM FILE NUMBER  C -		

8. PREVIOUS VA LOANS ( Must answer N/A if no previous VA home loan. DO NOT LEAVE BLANK )						
A. ITEM	B. TYPE (Home, Refinance, Manufactured Home, or Direct)	C. ADDRESS OF PROPERTY	D. DATE OF LOAN	E. DO YOU STILL OWN THE PROPERTY? (YES/NO)	F. DATE PROPERTY WAS SOLD (Submit a copy of HUD-1, Settlement Statement, if available)	G. VA LOAN NUMBER (If known)
1.						
2.						
3.						
4.						
5.						
6.						

I CERTIFY THAT the statements herein are true to the best of my knowledge and belief.	
9. SIGNATURE OF VETERAN (Do NOT print)	10. DATE SIGNED

FEDERAL STATUTES PROVIDE SEVERE PENALTIES FOR FRAUD, INTENTIONAL MISREPRESENTATION, CRIMINAL CONNIVANCE OR CONSPIRACY PURPOSED TO INFLUENCE THE ISSUANCE OF ANY GUARANTY OR INSURANCE BY THE SECRETARY OF VETERANS AFFAIRS.

FOR VA USE ONLY	
11A. DATE CERTIFICATE ISSUED	11B. SIGNATURE OF VA AGENT

## INSTRUCTIONS FOR VA FORM 26-1880

**PRIVACY ACT INFORMATION:** VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (i.e., to a member of Congress inquiring on your behalf) identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, published in the Federal Register. Your obligation to respond is required in order to determine the veteran's qualifications for a loan.

**RESPONDENT BURDEN:** This information is needed to help determine a veteran's qualifications for a VA guaranteed home loan. Title 38, USC, section 3702 authorizes collection of this information. We estimate that you will need an average of 15 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at [www.whitehouse.gov/omb/library/OMBINV.VA.EPA.html#VA](http://www.whitehouse.gov/omb/library/OMBINV.VA.EPA.html#VA). If desired, you can call 1-800-827-1000 to get information on where to send your comments or suggestions about this form.

A. Mail this completed form, along with proof of service, to the Eligibility Center at P.O. Box 20729, Winston-Salem, NC 27120.

B. Military Service Requirements for VA Loan Eligibility: (NOTE: Cases involving other than honorable discharges will usually require further development by VA. This is necessary to determine if the service was under other than dishonorable conditions.)

1. Wartime Service. If you served anytime during World War II (September 16, 1940 to July 25, 1947), Korean Conflict (June 27, 1950 to January 31, 1955), or Vietnam Era (August 5, 1964 to May 7, 1975) you must have served at least 90 days on active duty and have been discharged or released under other than dishonorable conditions. If you served less than 90 days, you may be eligible if discharged because of service-connected disability.

2. Peacetime Service. If your service fell entirely within one of the following periods: July 26, 1947 to June 26, 1950, or February 1, 1955 to August 4, 1964, you must have served at least 181 days of continuous active duty and have been discharged or released under conditions other than dishonorable. If you entered service after May 7, 1975 but prior to September 8, 1980 (enlisted) or October 17, 1981 (officer) and completed your service before August 2, 1990, 181 days service is also required. If you served less than 181 days, you may be eligible if discharged for a service-connected disability.

3. Service after September 7, 1980 (enlisted) or October 16, 1981 (officer) and prior to August 2, 1990. If you were separated from service which began after these dates, you must have: (a) Completed 24 months of continuous active duty for the full period (at least 181 days) for which you were called or ordered to active duty, and been discharged or released under conditions other than dishonorable; or (b) Completed at least 181 days of active duty and discharged under the specific authority of 10 U.S.C. 1173 (hardship discharge) or 10 U.S.C. 1171 (early out discharge), or have been determined to have a been compensable service-connected disability; or (c) Been discharged with less than 181 days of service for a service-connected disability. Individuals may also be eligible if they were released from active duty due to an involuntary reduction in force, certain medical conditions, or, in some instances for the convenience of the Government.

4. Gulf War. If you served on active duty during the Gulf War (August 2, 1990 to a date yet to be determined), you must have: (a) Completed 24 months of continuous active duty or the full period (at least 90 days) for which you were called or ordered to active duty, and been discharged or released under conditions other than dishonorable; or (b) Completed at least 90 days of active duty and been discharged under the specific authority of 10 U.S.C. 1173 (hardship discharge), or 10 U.S.C. 1171 (early out discharge), or have been determined to have a compensable service-connected disability; or (c) Been discharged with less than 90 days of service for a service-connected disability. Individuals may also be eligible if they were released from active duty due to an involuntary reduction in force, certain medical conditions, or, in some instances, for the convenience of the Government.

5. Active Duty Service Personnel. If you are now on active duty, you are eligible after having served on continuous active duty for at least 181 days (90 days during the Persian Gulf War) unless discharged or separated from a previous qualifying period of active duty service.

6. Selected Reserve Requirements for VA Loan Eligibility. If you are not otherwise eligible and you have completed a total of 6 years in the Selected Reserves or National Guard (member of an active unit, attended required weekend drills and 2-week active duty training) and (a) Were discharged with an honorable discharge; or (b) Were placed on the retired list or (c) Were transferred to the Standby Reserve or an element of the Ready Reserve other than the Selected Reserve after service characterized as honorable service; or (d) Continue to serve in the Selected Reserve. Individuals who completed less than 6 years may be eligible if discharged for a service-connected disability.

C. Unmarried surviving spouses of eligible veterans seeking determination of basic eligibility for VA Loan Guaranty benefits are NOT required to complete this form, but are required to complete VA Form 26-1817, Request for Determination of Loan Guaranty Eligibility-Unmarried Surviving Spouse.

### D. Proof of Military Service

1. "Regular" Veterans. Attach to this request your most recent discharge or separation papers from active military duty since September 16, 1940, which show active duty dates and type of discharge. If you were separated after January 1, 1950, DD Form 214 must be submitted. If you were separated after October 1, 1979, and you received DD Form 214, Certificate of Release or Discharge From Active Duty, 1 July edition, VA must be furnished Copy 4 of the form. You may submit either original papers or legible copies. In addition, if you are now on active duty submit a statement of service signed by, or by direction of, the adjutant, personnel officer, or commander of your unit or higher headquarters showing date of entry on your current active duty period and the duration of any time lost. Any Veterans Services Representative in the nearest Department of Veterans Affairs office or center will assist you in securing necessary proof of military service.

2. Selected Reserves/National Guard. If you are a discharged member of the Army or Air Force National Guard you may submit a NGB Form 22, Report of Separation and Record of Service, or NGB Form 23, Retirement Points Accounting, or its equivalent (this is similar to a retirement points summary). If you are a discharged member of the Selected Reserve you may submit a copy of your latest annual point statement and evidence of honorable service. You may submit either your original papers or legible copies. Since there is no single form used by the Reserves or National Guard similar to the DD Form 214, it is your responsibility to furnish adequate documentation of at least 6 years of honorable service. In addition, if you are currently serving in the Selected Reserve you must submit a statement of service signed by, or by the direction of, the adjutant, personnel officer or commander of your unit or higher headquarters showing the length of time that you have been a member of the unit.

1. DURING THE PAST FIVE YEARS, HAVE YOU DIRECTLY OR INDIRECTLY BEEN OBLIGATED ON ANY LOAN WHICH RESULTED IN FORECLOSURE, TRANSFER OF TITLE IN LIEU OF FORECLOSURE, OR JUDGMENT? (This would Include home mortgage loans, SBA loans, home improvement loans, educational loans, or manufactured home loans, any mortgage, financial obligation, bond, or loan guarantee)

☐ YES ☐ NO (If "Yes", provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet, if needed.)

2. ARE YOU PRESENTLY DELINQUENT OR IN DEFAULT ON ANY DEBT TO THE FEDERAL GOVERNMENT (e.g., Public Health Service, U.S. Guaranteed Student Loan, GI Bill Education Benefits, etc.) ?

☐ YES ☐ NO (If "Yes", provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet, if needed.)

I CERTIFY THAT the statements herein are true and correct to the best of my knowledge and belief.

3. SIGNATURE OF VETERAN

4. DATE

5. SIGNATURE OF COBORROWER

6. DATE

# Department of Veterans Affairs

## COUNSELING CHECKLIST FOR MILITARY HOMEBUYERS

1. Failure on the part of a borrower on active duty to disclose that he/she expects to leave the area within 12 months due to transfer orders or completion of his/her enlistment period may constitute "bad faith". If your loan is foreclosed under circumstances which include such bad faith, you may be required to repay VA for any loss suffered by the Government under the guaranty. (In ANY case which VA suffers a loss under the guaranty, the loss must be repaid before your loan benefits can be restored to use in obtaining another VA loan.)
2. Although real estate values have historically risen in most areas, there is no assurance that the property for which you are seeking financing will increase in value or even retain its present value.
3. It is possible that you may encounter difficulty in selling your house, recovering your investment or making any profit, particularly if there is an active new home market in the area.
4. Receiving military orders for a permanent change of duty station or an unexpected early discharge due to a reduction in force will not relieve you of your obligation to make your mortgage payments on the first of each month.
5. "Letting the house go back" is NOT an acceptable option. A decision to do so may be considered "bad faith". A foreclosure will result in a bad credit record, a possible debt you will owe the government and difficulty in getting more credit in the future.
6. If unexpected circumstances lead to difficulty in making your payments, contact your mortgage company promptly. It will be easier to resolve any problems if you act quickly and be open and honest with the mortgage company.
7. YOUR VA LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF VA OR YOUR LENDER.
8. DO NOT BE MISLED! VA does not guarantee the CONDITION of the house which you are buying, whether it is new or previously occupied. VA guarantees only the LOAN. You may talk to many people when you are in the process of buying a house. Particularly with a previously occupied house, you may pick up the impression along the way that you need not be overly concerned about any needed repairs or hidden defects since VA will be sure to find them and require them to be repaired. This is NOT TRUE! In every case, ultimately, it is your responsibility to be an informed buyer and to assure yourself that what you are buying is satisfactory to you in all respects. Remember, VA guarantees only the loan - NOT the condition.
9. If you have any doubts about the condition of the house which you are buying, it is in your best interest to seek expert advice before you legally commit yourself in a purchase agreement. Particularly with a previously occupied house, most sellers and their real estate agents are willing to permit you, at your expense, to arrange for an inspection by a qualified residential inspection service. Also, most sellers and agents are willing to negotiate with you concerning what repairs are to be included in the purchase agreement. Steps of this kind can prevent many later problems, disagreements, and major disappointments.
10. Proper maintenance is the best way to protect your home and improve the chance that its value will increase.
11. If you are buying a previously owned house, you should look into making energy efficient improvements. You can add up to \$6,000 to your VA loan to have energy efficient improvements installed. Consult your lender or the local VA office.

I HEREBY CERTIFY THAT the lender has counseled me and I fully understand the counseling items set forth above.

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(Borrower's Signature)

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(Date)

I HEREBY CERTIFY THAT the borrower has been counseled regarding the counseling items set forth above.

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(Lender's Signature)

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(Date)