

# 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

<b>Mortgage Applied for:</b>	<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	<b>Amortization Type:</b>	<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	<input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$	

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) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	Present Address (street, city, state, ZIP) <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.
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
	\$



VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS				
a. Purchase price	\$	<b>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</b> 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? <b>l. Do you intend to occupy the property as your primary residence?</b> <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"/>	

**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. To obtain a copy, I/we must send Lender a written request at the mailing address Lender has provided. Lender must hear from me/us no later than 90 days after Lender notifies me/us about the action taken on this application, or I/we withdraw this application.

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

**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.)

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information	<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b> <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	<b>Race:</b> <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
<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male

<b>To be Completed by Interviewer</b> This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type) Interviewer's Signature _____ Date _____ Interviewer's Phone Number (incl. area code) _____	Name and Address of Interviewer's Employer <b>Capitol Trust Mortgage</b> <b>155 E. Campbell Ave. #101</b> <b>Campbell, CA 95008</b> <b>(P) 408-378-1300</b> <b>(F) 408-370-3120</b>
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## 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
<b>X</b>		<b>X</b>	



**MORTGAGE LOAN DISCLOSURE STATEMENT/GOOD FAITH ESTIMATE  
 NONTRADITIONAL MORTGAGE PRODUCT (ONE TO FOUR RESIDENTIAL UNITS)**

RE 885 (New 9/07)

Borrower's Name(s): \_\_\_\_\_

Real Property Collateral: The intended security for this proposed loan will be a Deed of Trust on (street address or legal description) \_\_\_\_\_

This joint Mortgage Loan Disclosure Statement/Good Faith Estimate is being provided by \_\_\_\_\_, a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) if applicable and similar California law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

Unknown     \_\_\_\_\_ (Name of lender, if known)

**GOOD FAITH ESTIMATE OF CLOSING COSTS**

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimated items generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Settlement Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page three of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

HUD-1	Item	Paid to Others	Paid to Broker
<b>800</b>	<b><i>Items Payable in Connection with Loan</i></b>		
801	Lender's Loan Origination Fee	\$ _____	\$ _____
802	Lender's Loan Discount Fee	\$ _____	\$ _____
803	Appraisal Fee	\$ _____	\$ _____
804	Credit Report	\$ _____	\$ _____
805	Lender's Inspection Fee	\$ _____	\$ _____
808	Mortgage Broker Commission/Fee	\$ _____	\$ _____
809	Tax Service Fee	\$ _____	\$ _____
810	Processing Fee	\$ _____	\$ _____
811	Underwriting Fee	\$ _____	\$ _____
812	Wire Transfer Fee	\$ _____	\$ _____
		\$ _____	\$ _____
<b>900</b>	<b><i>Items Required by Lender to be Paid in Advance</i></b>		
901	Interest for _____ days at \$ _____ per day	\$ _____	\$ _____
902	Mortgage Insurance Premiums	\$ _____	\$ _____
903	Hazard Insurance Premiums	\$ _____	\$ _____
904	County Property Taxes	\$ _____	\$ _____
905	VA Funding Fee	\$ _____	\$ _____
		\$ _____	\$ _____
<b>1000</b>	<b><i>Reserves Deposited with Lender</i></b>		
1001	Hazard Insurance: _____ months at \$ _____ /mo.	\$ _____	\$ _____
1002	Mortgage Insurance: _____ months at \$ _____ /mo.	\$ _____	\$ _____
1004	Co. Property Taxes: _____ months at \$ _____ /mo.	\$ _____	\$ _____
		\$ _____	\$ _____
<b>1100</b>	<b><i>Title Charges</i></b>		
1101	Settlement or Closing/Escrow Fee	\$ _____	\$ _____
1105	Document Preparation Fee	\$ _____	\$ _____
1106	Notary Fee	\$ _____	\$ _____
1108	Title Insurance	\$ _____	\$ _____
		\$ _____	\$ _____
<b>1200</b>	<b><i>Government Recording and Transfer Charges</i></b>		
1201	Recording Fees	\$ _____	\$ _____
1202	City/County Tax/Stamps	\$ _____	\$ _____
		\$ _____	\$ _____
<b>1300</b>	<b><i>Additional Settlement Charges</i></b>		
1302	Pest Inspection	\$ _____	\$ _____
		\$ _____	\$ _____
	<b>Subtotals of Initial Fees, Commissions, Costs and Expenses</b>	\$ _____	\$ _____
	<b>Total of Initial Fees, Commissions, Costs and Expenses</b>	\$ _____	
	<b>Compensation to Broker (Not Paid Out of Loan Proceeds):</b>		
	Mortgage Broker Commission/Fee	\$ _____	
	Any Additional Compensation from Lender <input type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____	(if known)
	(Yield Spread Premium or Other Rebate)		

**ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES**

I. Proposed Loan Amount: \$ \_\_\_\_\_

    Initial Commissions, Fees, Costs and Expenses Summarized on Page 1: \$ \_\_\_\_\_

    Payment of Other Obligations (List):

        Credit Life and/or Disability Insurance (see VI below) \$ \_\_\_\_\_

        \_\_\_\_\_ \$ \_\_\_\_\_

        \_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal of All Deductions:** \$ \_\_\_\_\_

**Estimated Cash at Closing**    To You    That you must pay   \$ \_\_\_\_\_

- II. Proposed Loan Term: \_\_\_\_\_    Years    Months
- III. Proposed Interest Rate: \_\_\_\_\_%    Fixed Rate    Initial Variable Rate  
     Initial Variable Rate in effect for \_\_\_\_\_ Months
- IV. Fully Indexed Interest Rate \_\_\_\_\_%
- V. Maximum Interest Rate \_\_\_\_\_%
- VI. Proposed Initial (Minimum) Loan Payment \$ \_\_\_\_\_ Monthly
- VII. Interest Rate can Increase \_\_\_\_\_% each \_\_\_\_\_ Months
- VIII. Payments Options end after \_\_\_\_\_ Months or \_\_\_\_\_% of Original Balance, whichever comes first
- IX. After \_\_\_\_\_ months you will not have the option to make minimum or interest only payments and negative amortization (increases in your principal balance), if any, will no longer be allowed. Assuming you have made minimum payments, you may then have to make principal and interest payments of \$ \_\_\_\_\_ at the maximum interest rate in effect for the remaining \_\_\_\_\_ months of the loan. *These payments will be significantly higher than the minimum or interest only payments.*
- X. If your loan contains negative amortization, at the time no additional negative amortization will accrue, your loan balance will be \$ \_\_\_\_\_ assuming minimum payments are made.
- XI. The loan is subject to a balloon payment:    No    Yes. If Yes, the following paragraph applies and a final balloon payment of \$ \_\_\_\_\_ will be due on \_\_\_\_/\_\_\_\_/\_\_\_\_ [estimated date (day/month/year)].

**NOTICE TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY TO MAKE THE BALLOON PAYMENT. IN THAT CASE, YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES, AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF YOU ARE UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, YOU MAY LOSE THE PROPERTY AND ALL OF YOUR EQUITY THROUGH FORECLOSURE. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THIS LOAN.**

- XII. Prepayments: The proposed loan has the following prepayment provisions.
- No prepayment penalty.
- Other (see loan documents for details).
- Any payment of principal in any calendar year in excess of 20% of the  original balance  unpaid balance will include a penalty not to exceed \_\_\_\_\_ months advance interest at the note rate, but not more than the interest that would be charged if the loan were paid to maturity (see loan documents for details).

- XIII. Credit Life and/or Disability Insurance: The purchase of credit life and/or disability insurance by a borrower is NOT required as a condition of making this proposed loan.
- Other Liens: Are there liens currently on this property for which the borrower is obligated?    No    Yes  
     If Yes, describe below:

<i>Lienholder's Name</i>	<i>Amount Owning</i>	<i>Priority</i>
_____	_____	_____
_____	_____	_____

Liens that will remain or are anticipated on this property after the proposed loan for which you are applying is made or arranged (including the proposed loan for which you are applying):

<i>Lienholder's Name</i>	<i>Amount Owning</i>	<i>Priority</i>
_____	_____	_____
_____	_____	_____

**NOTICE TO BORROWER:** Be sure that you state the amount of all liens as accurately as possible. If you contract with the broker to arrange this loan, but it cannot be arranged because you did not state these liens correctly, you may be liable to pay commissions, costs, fees, and expenses even though you do not obtain the loan.

- XIV. Article 7 Compliance: If this proposed loan is secured by a first deed of trust in a principal amount of less than \$30,000 or secured by a junior lien in a principal amount of less than \$20,000, the undersigned broker certifies that the loan will be made in compliance with Article 7 of Chapter 3 of the Real Estate Law.
- A. This loan    may    will    will not be made wholly or in part from broker controlled funds as defined in Section 10241(j) of the Business and Professions Code.
- B. If the broker indicates in the above statement that the loan "may" be made out of broker-controlled funds, the broker must inform the borrower prior to the close of escrow if the funds to be received by the borrower are in fact broker-controlled funds.

**TYPICAL MORTGAGE TRANSACTIONS**

<b>PROPOSED LOAN AMOUNT</b> \$ _____ <b>____-YEAR TERM</b>	<u>Principal and Interest</u>	<u>Interest Only</u>	<u>5/1 ARM</u>	<u>Interest Only</u>	<u>Option Payment</u>	<b>Proposed Loan Type of Loan:</b>
	<i>Fully Amortizing</i>	<i>Fully Amortizing</i>	<i>Fully Amortizing</i>	<i>Fully Amortizing</i>	<i>Fully Amortizing</i>	<u>Type of Amortization:</u>
	Fixed Rate (____%)	Fixed Rate (____%) Interest Only for First 5 Years	Fixed Rate for First 5 Years; Adjustable Each Year After First 5 Years  (Initial rate for 1 to 5 is ____%; Maximum Rate is ____%)	Interest Only and Fixed Rate for First 5 years; Adjustable Rate Each Year After First 5 Years  (Initial rate for 1 to 5 is ____%; Maximum Rate is ____%)	Adjustable Rate for Entire Term of the Mortgage  (Rate in month 1 is ____%; Rate in month 2 through year 5 is ____%; Maximum Rate is ____%)	<b>Explanation of Type of Proposed Loan Product:</b>

*Payment Scenarios*

Minimum Monthly Payment Years 1-5 except as noted	\$ _____*	\$ _____	\$ _____	\$ _____	\$ _____*** (1st year only)	\$ _____
Monthly Payment in Year 6 with no change in rates	\$ _____	\$ _____**	\$ _____	\$ _____	\$ _____	\$ _____
Monthly Payment in Year 6 with a 2% rise in rates	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Minimum Monthly Payment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Your Gross Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Difference	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Maximum Monthly Payment in Year 6 with a 5% rise in rates	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Your Gross Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Difference	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*Loan Balance Scenarios*

How much will be owed after 5 years?	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Has the loan balance been reduced after 5 years of payments?	<b>Yes</b> The loan balance was reduced by \$ _____	<b>No</b> The loan balance was not reduced	<b>Yes</b> The loan balance was reduced by \$ _____	<b>No</b> The loan balance was not reduced	<b>No</b> The loan balance <b>increased</b> by \$ _____	<b>No/Yes</b> The loan balance: did not change/ increased/decreased by \$ _____

- \* This illustrates an interest rate and payments that are fixed for life of the loan.
- \*\* This illustrates payments that are fixed after the first five years of the loan at a higher amount because they include both principal and interest.
- \*\*\* This illustrates minimum monthly payments that are based on an interest rate that is in effect during the first month only. The payments required during the first year will not be sufficient to cover all of the interest that is due when the rate increased in the second month of the loan. Any unpaid interest amount will be added to the loan balance. Minimum payments for years 2-5 are based on the higher interest rate in effect at the time, subject to any contract limits on payment increases. Minimum payments will be recast (recalculated) after 5 years, or when the loan balance reaches a certain limit, to cover both principal and interest at the applicable rate.

***IMPORTANT NOTE: Please use this chart to discuss possible loans with your broker or lender***

If a mortgage loan broker licensed by the California Department of Real Estate is acting as your agent in connection with your home loan/mortgage, the agent owes you certain fiduciary duties, and California statutory law imposes other duties.

XVI. NOTICE TO BORROWER: THIS IS NOT A LOAN COMMITMENT. Do not sign this statement until you have read and understood all of the information in it. All parts of this form must be completed before you sign. Borrower hereby acknowledges the receipt of a copy of this statement.

Gene Little	0587535		
<i>Name of Broker</i>	<i>License #</i>	<i>Broker's Representative</i>	<i>License #</i>
155 E. Campbell Ave. #101 Campbell Ca. 95008			
<i>Broker's Address</i>			
<i>Signature of Broker</i>	<i>Date</i>	OR	<i>Signature of Representative</i>
<i>Borrower</i>	<i>Date</i>		<i>Date</i>



**MORTGAGE LOAN DISCLOSURE STATEMENT/GOOD FAITH ESTIMATE**

RE 883 (Rev. 10/05)

Borrower's Name(s): \_\_\_\_\_

Real Property Collateral: The intended security for this proposed loan will be a Deed of Trust on (street address or legal description) \_\_\_\_\_

This joint Mortgage Loan Disclosure Statement/Good Faith Estimate is being provided by \_\_\_\_\_, a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) and similar California law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

Unknown     \_\_\_\_\_ (Name of lender, if known)

**GOOD FAITH ESTIMATE OF CLOSING COSTS**

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimate generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Settlement Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page two of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

HUD-1	Item	Paid to Others	Paid to Broker
<b>800</b>	<b><i>Items Payable in Connection with Loan</i></b>		
801	Lender's Loan Origination Fee	\$ _____	\$ _____
802	Lender's Loan Discount Fee	\$ _____	\$ _____
803	Appraisal Fee	\$ _____	\$ _____
804	Credit Report	\$ _____	\$ _____
805	Lender's Inspection Fee	\$ _____	\$ _____
808	Mortgage Broker Commission/Fee	\$ _____	\$ _____
809	Tax Service Fee	\$ _____	\$ _____
810	Processing Fee	\$ _____	\$ _____
811	Underwriting Fee	\$ _____	\$ _____
812	Wire Transfer Fee	\$ _____	\$ _____
	_____	\$ _____	\$ _____
<b>900</b>	<b><i>Items Required by Lender to be Paid in Advance</i></b>		
901	Interest for ____ days at \$ _____ per day	\$ _____	\$ _____
902	Mortgage Insurance Premiums	\$ _____	\$ _____
903	Hazard Insurance Premiums	\$ _____	\$ _____
904	County Property Taxes	\$ _____	\$ _____
905	VA Funding Fee	\$ _____	\$ _____
	_____	\$ _____	\$ _____
<b>1000</b>	<b><i>Reserves Deposited with Lender</i></b>		
1001	Hazard Insurance: ____ months at \$ _____ /mo.	\$ _____	\$ _____
1002	Mortgage Insurance: ____ months at \$ _____ /mo.	\$ _____	\$ _____
1004	Co. Property Taxes: ____ months at \$ _____ /mo.	\$ _____	\$ _____
	_____	\$ _____	\$ _____
<b>1100</b>	<b><i>Title Charges</i></b>		
1101	Settlement or Closing/Escrow Fee	\$ _____	\$ _____
1105	Document Preparation Fee	\$ _____	\$ _____
1106	Notary Fee	\$ _____	\$ _____
1108	Title Insurance	\$ _____	\$ _____
	_____	\$ _____	\$ _____
<b>1200</b>	<b><i>Government Recording and Transfer Charges</i></b>		
1201	Recording Fees	\$ _____	\$ _____
1202	City/County Tax/Stamps	\$ _____	\$ _____
	_____	\$ _____	\$ _____
<b>1300</b>	<b><i>Additional Settlement Charges</i></b>		
1302	Pest Inspection	\$ _____	\$ _____
	_____	\$ _____	\$ _____
<b>Subtotals of Initial Fees, Commissions, Costs and Expenses</b>		\$ _____	\$ _____
<b>Total of Initial Fees, Commissions, Costs and Expenses</b>		\$ _____	

**Compensation to Broker (Not Paid Out of Loan Proceeds):**  
 Mortgage Broker Commission/Fee \$ \_\_\_\_\_  
 Any Additional Compensation from Lender     No     Yes    \$ \_\_\_\_\_ (if known)

**ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES**

I. Proposed Loan Amount: \$ \_\_\_\_\_

Initial Commissions, Fees, Costs and Expenses Summarized on Page 1: \$ \_\_\_\_\_

Payment of Other Obligations (List):  
Credit Life and/or Disability Insurance (see VI below) \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal of All Deductions:** \$ \_\_\_\_\_

**Estimated Cash at Closing**  **To You**  **That you must pay** \$ \_\_\_\_\_

II. Proposed Interest Rate: \_\_\_\_\_ %  Fixed Rate  Initial Variable Rate

III. Proposed Loan Term: \_\_\_\_\_  Years  Months

IV. Proposed Loan Payments: Payments of \$ \_\_\_\_\_ will be made  Monthly  Quarterly  Annually for \_\_\_\_\_ (number of months, quarters or years). If proposed loan is a variable interest rate loan, this payment will vary (see loan documents for details).

The loan is subject to a balloon payment:  No  Yes. If Yes, the following paragraph applies and a final balloon payment of \$ \_\_\_\_\_ will be due on \_\_\_/\_\_\_/\_\_\_ [estimated date (day/month/year)].

**NOTICE TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY TO MAKE THE BALLOON PAYMENT. IN THAT CASE, YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES, AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF YOU ARE UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, YOU MAY LOSE THE PROPERTY AND ALL OF YOUR EQUITY THROUGH FORECLOSURE. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THIS LOAN.**

V. Prepayments: The proposed loan has the following prepayment provisions.

- No prepayment penalty.
- Other (see loan documents for details).
- Any payment of principal in any calendar year in excess of 20% of the  original balance  unpaid balance will include a penalty not to exceed \_\_\_\_\_ months advance interest at the note rate, but not more than the interest that would be charged if the loan were paid to maturity (see loan documents for details).

VI. Credit Life and/or Disability Insurance: The purchase of credit life and/or disability insurance by a borrower is NOT required as a condition of making this proposed loan.

VII. Other Liens: Are there liens currently on this property for which the borrower is obligated?  No  Yes  
If Yes, describe below:

<i>Lienholder's Name</i>	<i>Amount Owning</i>	<i>Priority</i>
_____	_____	_____
_____	_____	_____

Liens that will remain or are anticipated on this property after the proposed loan for which you are applying is made or arranged (including the proposed loan for which you are applying):

<i>Lienholder's Name</i>	<i>Amount Owning</i>	<i>Priority</i>
_____	_____	_____
_____	_____	_____

NOTICE TO BORROWER: Be sure that you state the amount of all liens as accurately as possible. If you contract with the broker to arrange this loan, but it cannot be arranged because you did not state these liens correctly, you may be liable to pay commissions, costs, fees, and expenses even though you do not obtain the loan.

VIII. Article 7 Compliance: If this proposed loan is secured by a first deed of trust in a principal amount of less than \$30,000 or secured by a junior lien in a principal amount of less than \$20,000, the undersigned licensee certifies that the loan will be made in compliance with Article 7 of Chapter 3 of the Real Estate Law.

- A. This loan  may  will  will not be made wholly or in part from broker controlled funds as defined in Section 10241(j) of the Business and Professions Code.
- B. If the broker indicates in the above statement that the loan "may" be made out of broker-controlled funds, the broker must inform the borrower prior to the close of escrow if the funds to be received by the borrower are in fact broker-controlled funds.

Gene Litle 0587535  
 \_\_\_\_\_  
*Name of Broker* *License #* *Broker's Representative* *License #*  
 155 E. Campbell Ave. #101 Campbell Ca. 95008  
 \_\_\_\_\_  
*Broker's Address*

\_\_\_\_\_  
*Signature of Broker* *Date* OR *Signature of Representative* *Date*

IX. NOTICE TO BORROWER: THIS IS NOT A LOAN COMMITMENT. Do not sign this statement until you have read and understood all of the information in it. All parts of this form must be completed before you sign. Borrower hereby acknowledges the receipt of a copy of this statement.

\_\_\_\_\_  
*Borrower* *Date* *Borrower* *Date*

Review completed on \_\_\_\_\_ by \_\_\_\_\_  
*Date* *Broker or Designated Representative* *Dept. of Real Estate License #*



## NOTICE TO THE HOME LOAN APPLICANT CREDIT SCORE INFORMATION DISCLOSURE

APPLICANT(S) NAME AND ADDRESS	LENDER NAME AND ADDRESS (ORIGINATOR): <b>Capitol Trust Mortgage</b> <b>155 E. Campbell Ave Suite 101</b> <b>Campbell, CA 95008</b>
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In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request and based on information a consumer reporting agency 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 consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency 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 questions concerning the terms of the loan, contact the lender.

The consumer reporting agencies listed below provided a credit score that was used in connection with your home loan application.

<b>Consumer Reporting Agency #1</b>     Model Used: _____ Range of Possible Scores _____ to _____	Borrower _____ Score: _____ Created: _____	Factors: _____
	Co-Borrower _____ Score: _____ Created: _____	Factors: _____
<b>Consumer Reporting Agency #2</b>     Model Used: _____ Range of Possible Scores _____ to _____	Borrower _____ Score: _____ Created: _____	Factors: _____
	Co-Borrower _____ Score: _____ Created: _____	Factors: _____
<b>Consumer Reporting Agency #3</b>     Model Used: _____ Range of Possible Scores _____ to _____	Borrower _____ Score: _____ Created: _____	Factors: _____
	Co-Borrower _____ Score: _____ Created: _____	Factors: _____

I/We have received a copy of this disclosure.

\_\_\_\_\_ Applicant      \_\_\_\_\_ Date      \_\_\_\_\_ Applicant      \_\_\_\_\_ Date

# DISCLOSURE NOTICES

Date:

<b>Applicant(s):</b>	<b>Property Address:</b>
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## AFFIDAVIT OF OCCUPANCY

Applicant(s) hereby certify and acknowledge that, upon taking title to the real property described above, their occupancy status will be as follows:

- Primary Residence - Occupied by Applicant(s) within 30 days of closing.
- Secondary Residence - To be occupied by Applicant(s) at least 15 days yearly, as second home (vacation, etc.), while maintaining principal residence elsewhere. [Please check this box if you plan to establish it as your primary residence at a future date (e.g., retirement)].
- Investment Property - Not owner occupied. Purchased as an investment to be held or rented.

The Applicant(s) acknowledge it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 18, United States Code, Section 1014.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

## ANTI-COERCION STATEMENT

The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subjected to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirement of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative hereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.

I have selected the following agencies to write the insurance covering the property described above:

\_\_\_\_\_  
Insurance Company Name

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

## FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

## FHA LOANS ONLY

IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE, YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THAT MONTH.

## GOVERNMENT LOANS ONLY

RIGHT TO FINANCIAL PRIVACY ACT OF 1978 - This is a notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

# 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

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)

# MORTGAGE LOAN ORIGATION AGREEMENT

(Warning to Broker: The content of this form may vary depending upon the state in which it is used.)

You agree to enter into this Mortgage Loan Origination Agreement with **Capitol Trust Mortgage** as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with **Capitol Trust Mortgage** on We are licensed as a "Mortgage Broker" under CA DRE

## SECTION 1. NATURE OF RELATIONSHIP.

In connection with this mortgage loan:

- \* We are acting as an independent contractor and not as your agent.
- \* We will enter into 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. OUR COMPENSATION.

The lenders whose loan products we distribute generally provide their loan 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 all of our compensation by either you or the lender.
- \* Alternatively, we may be paid a portion of our compensation by 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 be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender.

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, goods or facilities performed or provided by us to the lender.

By signing below, the mortgage loan originator and mortgage loan applicant(s) acknowledge receipt of a copy of this signed Agreement.

MORTGAGE LOAN ORIGINATOR		APPLICANT(S)	
<b>Capitol Trust Mortgage</b>			
Company Name		Applicant Name(s)	
<b>155 E. Campbell Ave Suite 101</b>			
Address		Address	
<b>Campbell, CA 95008</b>			
City, State, Zip		City, State, Zip	
Phone/Fax		Borrower Signature	Date
Broker or Authorized Agent Signature	Date	Co-Borrower Signature	Date

# PATRIOT ACT INFORMATION DISCLOSURE

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Applicant Name	_____
Co-Applicant Name	_____
Present Address	_____
Mailing Address	_____

---

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 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.

I/we acknowledge that I/we received a copy of this disclosure.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date



# Customer Identification Documentation Patriot Act

The USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies every customer. Completion of this documentation is required in order to comply with the USA Patriot Act. A completed copy of this information must be retained with the loan file.

Application Number \_\_\_\_\_ Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Present Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

## Primary Identification Documentation

Document Type \_\_\_\_\_ Other Document Type \_\_\_\_\_

Document Number \_\_\_\_\_

Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Issued by \_\_\_\_\_

## Secondary Identification Documentation

Document Type \_\_\_\_\_ Other Document Type \_\_\_\_\_

Document Number \_\_\_\_\_

Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Issued by \_\_\_\_\_

## Discrepancies and Resolution

Completed by \_\_\_\_\_

# PRIVACY POLICY DISCLOSURE

(Protection of the Privacy of Personal Non-Public Information)

Respecting and protecting customer privacy is vital to our business. By explaining our Privacy Policy to you, we trust that you will better understand how we keep our customer information private and secure while using it to serve you better. Keeping customer information secure is a top priority, and we are disclosing our policies to help you understand how we handle the personal information about you that we collect and disclose. This notice explains how you can limit our disclosing of personal information about you. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

## The Privacy Policy explains the Following:

- Protecting the confidentiality of our customer information.
- Who is covered by the Privacy Policy.
- How we gather information.
- The types of information we share, why, and with whom.
- Opting Out - how to instruct us not to share certain information about you or not to contact you.

## Protecting the Confidentiality of Customer Information:

We take our responsibility to protect the privacy and confidentiality of customer information very seriously. We maintain physical, electronic, and procedural safeguards that comply with federal standards to store and secure information about you from unauthorized access, alteration, and destruction. Our control policies, for example, authorize access to customer information only by individuals who need access to do their work.

From time to time, we enter into agreements with other companies to provide services to us or make products and services available to you. Under these agreements, the companies may receive information about you but they must safeguard this information, and they may not use it for any other purposes.

## Who is Covered by the Privacy Policy:

We provide our Privacy Policy to customers when they conduct business with our company. If we change our privacy policies to permit us to share additional information we have about you, as described below, or to permit disclosures to additional types of parties, you will be notified in advance. This Privacy Policy applies to consumers who are current customers or former customers.

## How We Gather Information:

As part of providing you with financial products or services, we may obtain information about you from the following sources:

- Applications, forms, and other information that you provide to us, whether in writing, in person, by telephone, electronically, or by any other means. This information may include your name, address, employment information, income, and credit references;
- Your transaction with us, our affiliates, or others. This information may include your account balances, payment history, and account usage;
- Consumer reporting agencies. This information may include account information and information about your credit worthiness;
- Public sources. This information may include real estate records, employment records, telephone numbers, etc.

## Information We Share:

We may disclose information we have about you as permitted by law. We are required to or we may provide information about you to third-parties without your consent, as permitted by law, such as:

- To regulatory authorities and law enforcement officials.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To report account activity to credit bureaus.
- To consumer reporting agencies.

- To respond to a subpoena or court order, judicial process or regulatory authorities.
- In connection with a proposed or actual sale, merger, or transfer of all or a portion of a business or an operating unit, etc.

In addition, we may provide information about you to our service providers to help us process your applications or service your accounts. Our service providers may include billing service providers, mail and telephone service companies, lenders, investors, title and escrow companies, appraisal companies, etc.

We may also provide information about you to our service providers to help us perform marketing services. This information provided to these service providers may include the categories of information described above under "How We Gather Information" limited to only that which we deem appropriate for these service providers to carry out their functions.

We do not provide non-public information about you to any company whose products and services are being marketed unless you authorize us to do so. These companies are not allowed to use this information for purposes beyond your specific authorization.

### Opting Out

We also may share information about you within our corporate family of office(s). We may share all of the categories of information we gather about you, including identification information (such as your name and address), credit reports (such as your credit history), application information (such as your income or credit references), your account transactions and experiences with us (such as your payment history), and information from other third parties (such as your employment history).

By sharing this information we can better understand your financial needs. We can then send you notification of new products and special promotional offers that you may not otherwise know about. For example, if you originally obtained a mortgage loan with us, we would know that you are a homeowner and may be interested in hearing how a home equity loan may be a better option than an auto loan to finance the purchase of a new car.

You may prohibit the sharing of application and third-party credit-related information within our company or any third-party company at any time. If you would like to limit disclosures of personal information about you as described in this notice, just check the appropriate box or boxes to indicate your privacy choices.

- Please do not share personal information about me with non-affiliated third-parties.
- Please do not share personal information about me with any of your affiliates except as necessary to effect, administer, process, service or enforce a transaction requested or authorized by myself.
- Please do not contact me with offers of products or services by mail.
- Please do not contact me with offers of products or services by telephone.

**Note for Joint Accounts: Your Opt Out choices will also apply to other individuals who are joint account holders. If these individuals have separate accounts, your Opt Out will not apply to those separate accounts.**

<hr/> Name	<b>Capitol Trust Mortgage</b> <hr/> Company Name
<hr/> Address	<b>155 E. Campbell Ave Suite 101</b> <hr/> Address
<hr/> City, State, Zip	<b>Campbell CA, 95008</b> <hr/> City, State, Zip
<hr/> Phone#	<hr/> Phone #
<hr/> Loan #	
<hr/> Borrower's Signature	<hr/> Co-Borrower's Signature
<hr/> Date	<hr/> Date

# SERVICING DISCLOSURE STATEMENT

Lender: **Capitol Trust Mortgage**  
155 E. Campbell Ave Suite 101  
Campbell , CA 95008

Date:

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

## **Transfer practices and requirements**

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

## **Complaint Resolution**

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, then your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

## **Damages and Costs**

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.



# Request for Transcript of Tax Return

**Do not sign this form unless all applicable lines have been completed.**  
**Read the instructions on page 2.**  
**Request may be rejected if the form is incomplete, illegible, or any required line was blank at the time of signature.**

OMB No. 1545-1872

Department of the Treasury  
Internal Revenue Service

**TIP:** Use new Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. 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.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code	
<b>4</b> Previous address shown on the last return filed if different from line 3	
<b>5</b> 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 a third party requires you to complete Form 4506-T, **do not** sign Form 4506-T if lines 6 and 9 are blank.

**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. 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. 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 2003, filed in 2004, will not be available from the IRS until 2005. 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.

		Telephone number of taxpayer on line 1a or 2a (    )
<b>Signature</b> (see instructions)	Date	
<b>Title</b> (if line 1a above is a corporation, partnership, estate, or trust)		
<b>Spouse's signature</b>	Date	

## General Instructions

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

**Note:** If you are requesting more than one transcript or other product and the chart below shows two different service centers, mail your request to the service center based on the address of your most recent return.

### Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the Internal Revenue Service at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	RAVS Team 310 Lowell St. Stop 679 Andover, MA 01810  978-691-6859
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAVS Team 4800 Buford Hwy. Stop 91 Chamblee, GA 30341  678-530-5326
Arkansas, Kansas, Kentucky, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, West Virginia	RAVS Team 3651 South Interregional Hwy. Stop 6716 Austin, TX 78741 512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nebraska, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, Wyoming	RAVS Team Stop 38101 Fresno, CA 93888  559-253-4990
Connecticut, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, North Dakota, Ohio, Wisconsin	RAVS Team Stop 6705 Kansas City, MO 64999  816-823-7667
New Jersey, Pennsylvania, a foreign country, or A.P.O. or F.P.O. address	RAVS Team DP SE 135 Philadelphia, PA 19255-0695 215-516-2931

### Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the Internal Revenue Service at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming	RAVS Team Mail Stop 6734 Ogden, UT 84201  801-620-6922
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAVS Team P.O. Box 145500 Stop 2800F Cincinnati, OH 45250  859-669-3592

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 60 days of the date signed by the taxpayer or it will be rejected.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

### Privacy Act and Paperwork Reduction Act Notice

We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6406 Washington, DC 20224. Do not send the form to this address. Instead see *Where to file* on this page.

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

DATE:

COMPANY: **Capitol Trust Mortgage**  
**155 E. Campbell Ave Suite 101**  
**Campbell, CA 95008**

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 :

I/we received a copy of this notice.

\_\_\_\_\_ Date

\_\_\_\_\_ Date



# Real Estate Agency Disclosure

When you begin discussions with a California Department of Real Estate License Agent regarding a real estate mortgage lending transaction, you should understand what type of agency relationship you have with that agent. A Mortgage Broker acts as the agent for the borrower in the mortgage loan transaction and may act as the limited agent of the lender for certain purposes including, but not limited to, making disclosures, ordering appraisal and credit reports, and assembling underwriting information. The brokerage has the following affirmative obligations:

**To the Borrower:**

1. Fiduciary responsibility of the utmost care, integrity, honesty, and loyalty in dealing with the borrower.

**To the Borrower and the Lender:**

1. Fiduciary responsibility of the utmost care, integrity, honesty, and loyalty in dealing with the borrower and the lender.
2. Diligent exercise of reasonable skill and care in performances of the agent's duties.
3. A duty of honesty and fair dealing and good faith.
4. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property and/or credit risk of the transaction that are not known to or within the diligent attention and observation of the parties.

The above duties of the agent in this transaction do not relieve you from the responsibility to protect your own interests. You should carefully read all agreements to assure that they adequately express your understanding of this transaction. A Mortgage Broker is a person qualified to advise about real estate loan transactions. If legal or tax advice is desired, consult a professional in those fields.

**Capitol Trust Mortgage** is a California Department of Real Estate Licensed Brokerage, license number **0587535**. The California Department of Real Estate license information phone number is 916-227-0770 and Fax number is 916-227-0777.

**Capitol Trust Mortgage**  
155 E. Campbell Ave Suite 101  
Campbell, CA, 95008

I/We acknowledge receipt of a copy of this agency disclosure statement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

# 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 <b>Capitol Trust Mortgage</b> <b>155 E. Campbell Ave. #101</b> <b>Campbell, CA 95008</b> <b>TEL: 408-378-1300 FAX: 408-370-3120</b>	
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.

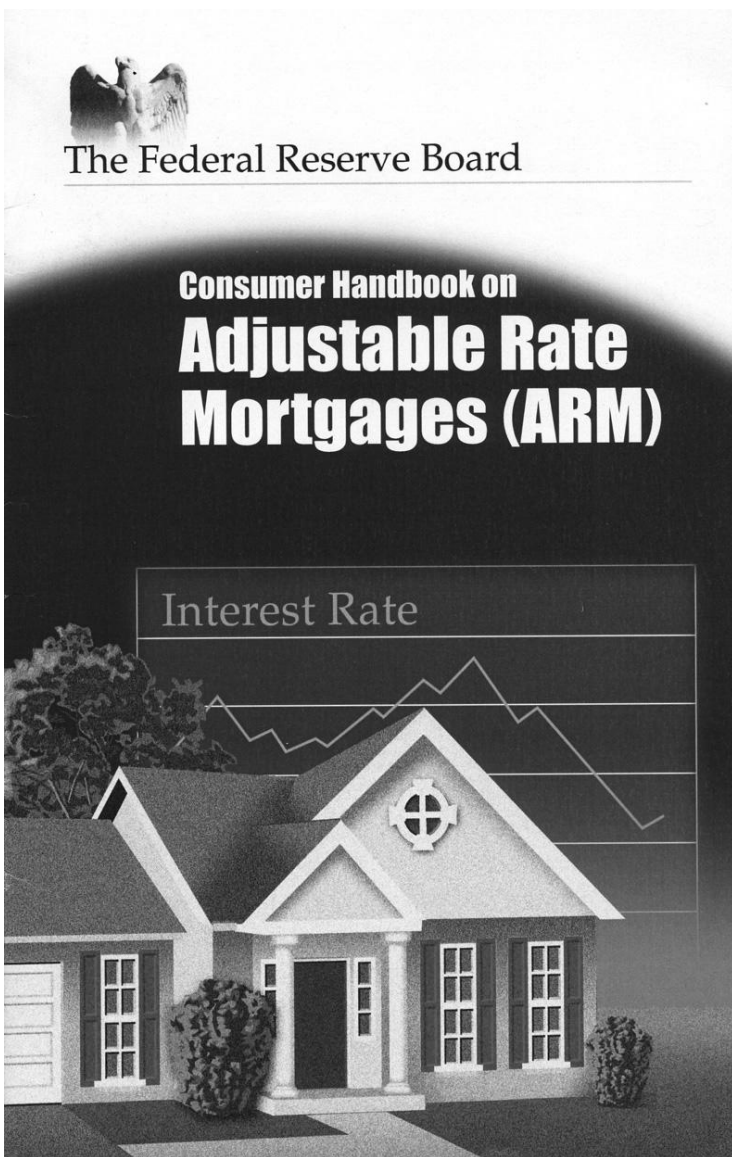
The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date



By signing this form you are confirming that you have received the Federal Reserve Board Consumer Handbook on Adjustable Rate Mortgages.

Borrower Signature

Date

Co-Borrower Signature

Date



The Federal Reserve Board

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**What you should know about  
Home Equity Lines  
of Credit**



By signing this form you are confirming that you have received the Federal Reserve Board Consumer Handbook on Home Equity Lines of Credit.

Borrower Signature

Date

Co-Borrower Signature

Date

**ADDENDUM TO LOAN APPLICATION  
(CALIFORNIA)**

Borrower Name (s):	Lender:
Property Address:	Date:

**Borrower:** Are you in a Registered Domestic Partnership? (Circle one)

NO YES

**Co-Borrower:** Are you in a Registered Domestic Partnership? (Circle one)

NO YES

This addendum has been prepared in response to AB 205, the California Domestic Partner Rights and Responsibilities Act of 2003, effective January 1, 2005, which grants the same rights, protections and benefits to, and imposes the same responsibilities, obligations and duties on, persons who have registered as domestic partners as persons who are “spouses” under California law. As a result, all property acquired during a Registered Domestic Partnership, except property acquired by gift or inheritance, is presumed to be community property, and each registered domestic partner has equal management and control over such property.

Lender may require registered domestic partners to sign the security instrument to ensure the enforceability of the security instrument.

If you have completed a Uniform Residential Loan Application (“Application”), the instructions at the top of the Application are amended to read as follows:

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 be provided (and the appropriate blank checked) when \_\_\_\_ the income and assets of a person other than the “borrower” (including the Borrowers’ spouse or registered domestic partner) will be used as a basis for loan qualification or \_\_\_\_ the income or assets of the Borrower’s spouse or registered domestic partner will not be used as a basis for loan qualification, but his or her liabilities must be considered because the 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.

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date