# Appendix A: Form 1003, Uniform Residential Loan Application

## **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 like 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):

Sorrower			Co-Bor		IORTGAGI	E AND T	ERM	SOFIO	AN -						
Mortgage Applied for:	□ VA □ FHA	□ US		☐ Other (expl				gency Case	400	per	L	ender Cas	se Numl	per	
Amount \$		Interest Rate		Months	Amortizati	ion Type:		Fixed Rat GPM	e	☐ Other (explain	n):				
			II. PRO	OPERTY I	NFORMATI	ION ANI	D PUF	RPOSE O	F LO	AN					
Subject Property	y Address (street,	city, state & ZIP)													No. of Units
Legal Description	on of Subject Prop	erty (attach descr	ription if necessary)												Year Built
Purpose of Loar	n Purchase		ion	er (explain):			2000000	erty will be rimary Resi		□ Secon	ndary Re	sidence			Investment
Complete this li	ine if construction	or construction	-permanent loan.				-								
Year Lot Acquired	Original Cost		Amount Existing	Liens	(a) Present V	alue of Lo	t		(b)	Cost of Improvem	ents	Т	otal (a	- b)	
	\$		s		\$				s			s	0.00		
Complete this li	ine if this is a refi	nance loan.													
Year Acquired	Original Cost		Amount Existing	Liens	Purpose of I	Refinance			Descr	ibe Improvements	3	□ ma	ide	□ to	be made
	\$		s						Cost:	s					
Title will be hel-	d in what Name(s)	)		1				Manner in	n whiel	Title will be held	i			Estate	will be held in:
															Simple asehold (show
Source of Down	Payment, Settlen	nent Charges, and	/or Subordinate Fina	ncing (explai	n)			Le							iration date)
	Borrov	ver		Ш	BORROWE	R INFO	RMAT	TION				Co-Bor	rower		
Borrower's Nan	ne (include Jr. or S	9 (N) 707 NOOTS				752 KS2	-	99, 10 10	ude Jr.	or Sr. if applicabl	e)				
Social Security	Number	Home Phone (incl. area code)	DOB (mm/	dd/yyyy)	Yrs. School	Social S	ecurity	Number		Home Phone (incl. area code)		DOB (m	m/dd/yy	уу)	Yrs. School
	☐ Unmarried (inc		Dependents (not lis	ted by Co-Bor	rrower)	☐ Marr		□ Unmarri			Deper	ndents (no	t listed	by Bori	rower)
☐ Separated	single, divorce	d, widowed)	no.	ages		☐ Sepa	rated	single, di	ivorced	, widowed)	no.			ages	
Present Address	(street, city, state	, ZIP)	□ Own □	RentNo	. Yrs.	Present a	Address	s (street, city	y, state	, ZIP)	□ Own	□ Re	nt	No. Yr	S.
Mailing Address	s, if different from	Present Address				Mailing	Addres	s, if differen	nt from	Present Address					
If residing at pr	esent address for	less than two yea	ers, complete the follow	lowing:											
Former Address	(street, city, state	, ZIP)	□ Own □	RentNo	. Yrs.	Former A	Address	s (street, city	y, state	, ZIP)	□ Own	□ Re	nt	No. Yr	S.
	Borr	ower		IV	. EMPLOY	MENT I	NFOR	MATIO	N			Co-B	orrow	er	
Name & Addres	ss of Employer		☐ Self Employed	Yrs. on th	nis job	N	ame &	Address of	Emplo	yer [	Self E	nployed	Yrs.	on this	job
					loyed in this ork/profession										ed in this /profession
Position/Title/T	ype of Business	Busines	ss Phone (incl. area o	ode)		Po	osition/	Title/Type o	of Busi	ness	В	Susiness P	hone (ii	ncl. area	a code)

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

	Borrower			IV.	EMPLOYMEN	TINE	ORMATION (cont'	'd)		Co-Borr	rower	
Name & Address of Emplo		□ Self	Employed	1000	from – to)	0000	& Address of Employe		□ Self	Employed	Dates (from – to)	
				Monthl	y Income						Monthly Income	
				S			27 Martin 2 1921 19 An				\$	
Position/Title/Type of Busi	iness		Business (incl. area			Position/Title/Type of Business		2017		Business (incl. area		
Name & Address of Emplo	oyer	□ Self	Employed	Dates (	from – to)	Name	& Address of Employe	т	□ Self	Employed	Dates (from - to)	
				8	y Income						Monthly Income	
	1100 000			\$				PA News		10-20-00 W 10-00-00-00	\$	
Position/Title/Type of Busi	iness		Business (incl. area			Positi	on/Title/Type of Busine	SS		Business (incl. area		
			25 - 25 - 25 - 25 - 25 - 25 - 25 - 25 -	300371873						(IIICI, area	( code)	
	·	. MONT	HLY INC	OME A	ND COMBINE	D HO	USING EXPENSE		ION			
Gross Monthly Income	Borrower		Co-Borrow	er	Total		Combined M Housing Ex		Pres	ent	Proposed	
Base Empl. Income*	S	\$	CO-DOITON		\$ 0.00		Rent	, cuse	S	ciit	Тторозса	
Overtime	. *	1,00			0.00		First Mortgage (P&I)	8	100		s	
Bonuses					0.00		Other Financing (P&I				+	
Commissions		+			0.00		Hazard Insurance					
Dividends/Interest					0.00		Real Estate Taxes					
Net Rental Income					0.00		Mortgage Insurance					
Other (before completing, see the notice in "describe					0.00		Homeowner Assn. Du	ies				
other income," below)		$\bot$					Other:					
Total	\$ 0.00	\$ (	0.00		\$ 0.00		Total		\$ 0.00		\$ 0.00	
Describe Other Income			Not	if th		or Co-E	eparate maintenance i Sorrower (C) does not o				Monthly Amount	
											-	
				v	I. ASSETS AN	D L IA	RILITIES					
This Statement and any appl can be meaningfully and fair person, this Statement and su	ly presented on a comb	bined basis	; otherwise,	ed jointly separate S	by both married a Statements and Scl	nd unm nedules	arried Co-Borrowers if		was complete	d about a no		
ASSETS	S		ash or ket Value	auto	omobile loans, re	evolving	charge accounts, rea	l estate loans,	alimony, chil	d support,	utstanding debts, including stock pledges, etc. Use	
Cash deposit toward purchase held by:		\$			n refinancing of the			e habilities, which	ch will be satis	fied upon s	ale of real estate owned or	
List checking and savings	accounts below				LIA	BILIT	IES		aly Payment & hs Left to Pay		Unpaid Balance	
Name and address of Bank	, S&L, or Credit Union	i		Nar	me and address of	Compar	ny	\$ Payment/Mo	onths		s	
Acct. no.	S			Acc	et. no.							
Name and address of Bank,	, S&L, or Credit Union	1		Nar	ne and address of	Compar	ny	\$ Payment/Mo	onths		s	
Acct. no.	s			Acc	et. no.							
Name and address of Bank,	, S&L, or Credit Union	i		Nar	me and address of	Compar	ny	\$ Payment/Mo	onths		S	
Acct. no.	S			Acc	et. no.							

Name and address of Bank, S&L, or Credi	t Union			Name and addre	Mirece	npany	(cont a)	\$ Pa	ayment/Months		s	
Acct. no.	s											
Stocks & Bonds (Company name/	s			Acct. no.  Name and addre	ss of Cor	many		₹ De	ayment/Months		s	
number & description)	3			Name and addre	ss of Col	прапу		D F c	ayment/Wonths		3	
				Acct. no.								
Life insurance net cash value	S			Name and addre	ss of Cor	npany		\$ Pa	ayment/Months		S	
Face amount: \$												
Subtotal Liquid Assets	\$ 0.00	)										
Real estate owned (enter market value from schedule of real estate owned)	s											
Vested interest in retirement fund	s											
Net worth of business(es) owned (attach financial statement)	s			Acet, no.								
Automobiles owned (make	s			Alimony/Child S				\$				
and year)				Maintenance Pa	yments O	wed to:						
Other Assets (itemize)	s			Job-Related Exp	ense (chi	ild care, unio	n dues, etc.)	\$				
= = = =	2			Total Monthly	Payment	is		\$		-		
Total Assets a.	8 0.00	)		Net Worth (a minus b)	<b>&gt;</b>	\$ 0.00			Total Lia	abilities b.	s 0.00	
Schedule of Real Estate Owned (If addit	onal prop	erties are	e owned, use	( ) ( ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	**			_				
Property Address (enter S if sold, PS if po	ending sal	e or R	l	1 _ 1	A	mount	1		1	Insu	rance,	1
if rental being held for income)		<b>V</b>	Type of Property	Present Market Value		fortgages Liens	Gross Rental Inco	me	Mortgage Payments		enance, & Misc.	Net Rental Income
		Г		s	s	Liens	s		s	s		s
				•	9		,	-		-		
							×					
		1		0.00	0.00	n	0.00		0.00	0.00		
List any additional names under which	aradit has	neovio	Totals	\$	\$		\$ 0.00	noun!	\$ 0.00 \$ number(s):	\$		\$
Alternate Name	creun nas	previou	isly been re		ditor Na		name(s) and ac	coun		Account Nur	nhar	
Atternate Name				Cic	ditor ivai	inc			32	Account INIII	noer	
	2000											
VII. DETAILS OF TRA  a. Purchase price	NSACT	S S		If you answer "Yes"	to any o	mestions a t	10 01 01	ECL	ARATIONS	Borrow	ar	Co-Borrower
u. Turonase price		*		please use continuat					8	Yes N	-	Yes No
b. Alterations, improvements, repairs	,			a. Are there any outs	tanding j	udgments ag	ainst you?				]	
c. Land (if acquired separately)				b. Have you been de				irs?			]	
d. Refinance (incl. debts to be paid off	)			<ul> <li>Have you had proportion or deed in lieu the</li> </ul>							]	
			d. Are you a party to	a lawsui	t?					]		
Proceeds with Sail South 1925 V.Sa			e. Have you directly loan which resulte							]		
g. PMI, MIP, Funding Fee				in lieu of foreclos (This would include	ure, or ju	dgment?		ne Cl	BA loans home			
h. Discount (if Borrower will pay)				improvement loans, mortgage, financial	education	nal loans, ma	mufactured (mo	bile)	home loans, any			
i. Total costs (add items a through h)		0.00		details, including dat if any, and reasons fo	e, name,	and address						
						10.						

	VII. DETAILS OF TRANSA	CTION	,		VIII. DECLA	ARATIONS				
			7				Borro	wer	Co-B	orrower
j.	Subordinate financing		If you answer "Yes" to continuation sheet for expla		a through I, plea	ase use —	Yes	No	Yes	No
k.	Borrower's closing costs paid by Seller		f. Are you presently deling debt or any other loan, n or loan guarantee?			,				
	Selici		g. Are you obligated to pa separate maintenance?	y alimony, child	support, or			Ш	Ш	
1.	Other Credits (explain)		h. Is any part of the down	payment borrow	red?					
77.			i. Are you a co-maker or o	endorser on a no	te?					
m.	Loan amount (exclude PMI, MIP, Funding Fee financed)									
			j. Are you a U.S. citizen?							
n.	PMI, MIP, Funding Fee financed		k. Are you a permanent res	sident alien?						
0.	Loan amount (add m & n)	0.00	I. Do you intend to occup residence?	y the property	as your primary					
n	Cash from/to Borrower		If "Yes," complete ques m. Have you had an owner		property in the last					_
p.	(subtract j, k, l & o from i)		three years?	010 <del>1</del>						
			(1) What type of propert (PR), second home (SH)	, or investment	property (IP)?		7		-	
			(2) How did you hold tit jointly with your spouse				0			
F 1	of the undersigned specifically represer		IX. ACKNOWLEDGEM						,	
expre those effect	ies that it may have relating to such de nt may be transferred with such notice ss or implied, to me regarding the prop terms are defined in applicable federal ive, enforceable and valid as if a paper of powledgement. Each of the undersigned I any information or data relating to the	e as may be required by erty or the condition of and/or state laws (exclusiversion of this application thereby acknowledges the	y law; (10) neither Lender nor it or value of the property; and (11) luding audio and video recording; ion were delivered containing my hat any owner of the Loan, its ser-	s agents, broker my transmission s), or my facsim original written vicers, successor	s, insurers, servicer of this application ile transmission of signature. s and assigns, may	rs, successor as an "elect this applicat verify or rev	s or assigns tronic record ion containi erify any in	has made and containing a facsimile formation con	y representat my "electron e of my signa tained in this	ion or warranty tic signature," as ature, shall be as
	rower's Signature	VI 00 1800	Date	Co-Borrower'	s Signature	5,555,67		1,92	Date	
X				X						
and h inforr ethnic wish state l	ollowing information is requested by the one mortgage disclosure laws. You a nation, or on whether you choose to fity, race, or sex, under Federal regulation furnish the information, please check aw for the particular type of loan applie RROWER I Id ont wish to fu	ne Federal Government re not required to furn armish it. If you furnish ions, this lender is requ to the box below. (Lend and for.)	hish this information, but are end that the information, please provide aired to note the information on the	to a dwelling in couraged to do both ethnicity a ne basis of visua	n order to monitor to so. The law provide and race. For race, il observation and s the disclosures satis	the lender's or les that a lenge you may chourname if you fy all require	nder may no eck more th ou have made ements to w	ot discriminat nan one desig de this applica	te either on t nation. If you ation in perso er is subject u	he basis of thi a do not furnisl m. If you do no
	nicity: Hispanic or Latino	Not Hispanic or Latin	10	Ethnicity:	Hispanic or La	atino	Not Hispan			
Rac			ack or African American	Race:	American India Alaska Native Native Hawaiia Other Pacific Is	an or an or	Asian White		or African An	nerican
Sex				Sex:	Female	Male				
This is	Completed by Loan Originator:  of the state									
Loan	Originator's Signature					Doto				
Loan	Originator's Name (print or type)		Loan Originator Identifier			Date Loan Origi	inator's Ph	one Number	r (including	area code)
Loan	Origination Company's Name		Loan Origination Company I	dentifier		Loan Origi	ination Co	mpany's Ad	dress	

	CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION							
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark <b>B</b> f or Borrower or <b>C</b> for Co-Borrower.	Borrower:	Agency Case Number:						
	Co-Borrower:	Lender Case Number:						

of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature

X 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

Co-Borrower's Signature Date Date

# **Uniform Residential Loan Application**

The most important form in the mortgage lending business is the Uniform Residential Loan Application, which is Freddie Mac Form 65 and Fannie Mae Form 1003. It is commonly referred to as a "1003," and is pronounced ten-oh-three. This same form can be used to apply for (among others):

- A mortgage for the purchase of an existing property;
- The refinancing of an existing mortgage;
- · Construction-permanent loans;
- Conventional loans;
- FHA, VA and USDA/Rural (RHS) loans;
- · Fixed rate mortgages;
- Loans of various maturities:
- · Adjustable rate mortgages; and
- Graduated Payment Mortgages.

Form 1003 will form the basis for the lender's approval process, and will ask for the key information that the lender will need in order to determine whether or not to approve the loan. It contains ten primary sections:

• Section I: Type of Mortgage and Terms of

Loan;

• Section II: Property Information and Purpose

of Loan;

• Section III: Borrower Information;

• Section IV: Employment Information;

• Section V: Monthly Income and Combined

Housing Expense Information;

• Section VI: Assets and Liabilities;

• Section VII: Details of Transaction;

• Section VIII: Declarations;

• Section IX: Acknowledgment and Agreement;

• Section X: Information for Government

Monitoring Purposes.

# Filling Out the 1003 Form

When first exposed to the Uniform Residential Loan Application, it may seem to be a very complex and intimidating form. Most mortgage loan originators will have access to a computer with software that will guide him or her in the completion of the form. What follows is an introductory explanation of how to complete the 1003 Form. It is not intended to cover all the various possible combinations of circumstances

that a MLO could encounter during the course of a career. The discussion will focus on the most typical type of application, where it is either a single applicant or a married couple whose financial dealings are primarily done in joint accounts.

It would probably be helpful to take a look at a blank copy of the 1003 Form, which can be downloaded at https://www.efanniemae.com/sf/formsdocs/forms/pdf/sellingtrans/1003rev.pdf. It would be helpful to print out that form and refer to it as you review the following instructions.

Keep in mind that the lender will reprint the complete application and have it re-signed as part of the settlement process when the transaction is completed. That final application will reflect any changes or new information that arose after the initial application was completed.

# **Introductory Paragraph**

The 1003 Form opens with this paragraph:

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 $\Box$ 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 $\Box$ the income or assets of the Borrower's spouser other person who has community property or similar rights pursuant to applicable 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 who has community property or similar rights and the Borrower resides in a community property state, the security property is coated 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):	ded ag the pouse as a o has erty is
Borrower Co-Borrower	

In this paragraph, the applicant is asked to check a box if either of these statements applies:

- 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 or similar rights pursuant to applicable 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 who has community property or similar rights and 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.

The statement that follows is where two applicants can indicate that they want to apply for the loan jointly by both applicants sign below the statement. If you have two unmarried adults whose assets and liabilities are not sufficiently joined so that they can meaningfully be combined into one application, it is better for privacy purposes to have them each complete separate applications.

# **Section I: Type of Mortgage and Terms of Loan**

Section I asks for the following information:

		I. TYPE OF	F MORTGAGE AND	TERMS OF LO	AN	
Mortgage Applied for		ISDA/Rural Housing Conventional ☐ Of		Agency Case	Number	Lender Case Number
Amount \$	Interest Rate %	No. of Months	Amortization Type:	☐ Fixed Rate ☐ GPM	☐ Other (exp	

- The first section of this field asks for which type of loan the applicant is applying. Sometimes the MLO will not determine this information until later in the interview, when the income and expense information clarifies what type of loan will best fit the borrower's circumstances. As for the type of loan labeled "Other," that could be used for subprime mortgages, interest-only loans, stated income mortgages, and products with unusual features like payment options or negative amortization.
- The Agency Case Number is used for VA, FHA and RHS loans and is completed later when that number is assigned. For conventional loans, the field will be left blank.
- The Lender Case Number will be filled in when the number is assigned.

- The Loan Amount should be rounded to the nearest \$50.
- In the initial interview, the interest rate is usually the lender's market rate at the time of the application, unless the borrower is immediately locking the interest rate.
- In the box labeled "No. of Months" you would enter the number of monthly payments. It would be the number of years for the loan times 12, so 360 months for a 30 year loan, 180 months for a 15 year loan, etc.
- The Amortization Type box asks for the type of amortization. The "Other" box can be used for interestonly loans, for instance.

# **Section II: Property Information and Purpose of Loan**

Section II asks for the following information:

	II	PROPERTY INFO	RMA	TION AND PURE	POSI	E OF LOAN		
Subject Prop	perty Address (stree	et, city, state & ZIP)						No. of Units
Legal Descri	ption of Subject Pr	operty (attach descrip	tion if	necessary)				Year Built
Purpose of L		☐ Refinance ion-Permanent	= -	onstruction onstruction onstruction onstruction		☐ Sed	mary Res	sidence Residence
Complete th	is line if construction	n or construction-peri	manen	t loan.				
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) P	resent Value of	. ,	Cost of rovements	Total (a	ı + b)
	\$	\$	\$		\$		\$	
Complete th	is line if this is a ref	inance loan.						
Year Acquired	Original Cost	Amount Existing Liens	Purp	ose of Refinance		scribe 🛮 r rovements	nade [] to	be made
	\$	\$						
Title will be h	neld in what Name(	s)		Manner in which	Title	will be held	☐ Fee ☐ Leas	will be held in: Simple sehold expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

**Street Address**: This is the address of the subject property, which is the property being purchased, constructed or refinanced.

**No. of Units**: For a single family residence, this would be 1.

**Legal Description**: This can often be obtained from the listing contract or the deed to the property.

**Year Built**: This is the year the property was first built, not subsequent remodelings.

**Construction Loans**: The boxes beneath this line are only filled in for construction loans. A construction permanent loan is a loan that will cover the construction costs, but will also serve as the permanent financing.

**Refinance Loans**: The boxes below this line are only completed for refinance loans.

**Title will be held in what Name(s)**: This shows who will own the property.

**Manner in which Title will be held**: In the case of co-ownership, this could be in the forms listed below. MLOs should be careful not to give legal advice, as there can be significant tax differences depending upon how title is held.

- **Joint Tenancy** Two or more people hold title "with right of survivorship." Each have equal ownership and upon the death of one joint tenant, title automatically passes to the surviving joint tenant(s). Title cannot be willed because of this automatic right of survivorship.
- **Tenancy in Common** Two or more owners, not necessarily having equal ownership interest. Title can be willed to the other tenant in common or to anyone else. This interest can be sold separately from the other tenant in common.
- **Tenancy by the Entireties** Some states allow this form of title for married couples. Title would pass to the surviving spouse upon the death of the first spouse.

**Estate will be held in**: This is almost always Fee Simple, which is the typical way people own property in the continental U.S. Leased land is found most often in Hawaii.

**Source of Down Payment, Settlement Charges, and/or Subordinate Financing**: If the down payment and closing costs are paid from the borrower's own funds, they will need to be able to document this with bank statements. If they are a gift from a relative or other source, that must be disclosed. If they are being borrowed from someone else (subordinate financing), that must be disclosed.

# **Section III: Borrower Information**

Section III asks for the following self-explanatory information:

Borrower		III. BO	RROWER IN	FORMATION	Co-Borrower		
Borrower's Name	(include Jr. or Sr.	if applicable)		Co-Borrower's Nam	ne (include Jr. or S	r. if applicable	)
Social Security Number	Home Phone (incl. Area code)	DOB (mm/dd/yyyy	Yrs. School	Social Security Number	Home Phone (incl. Area code)	DOB (mm/dd/yyyy)	Yrs. School
☐ Married ☐		Dependents (not listed by Borrower)	Co-	☐ Married ☐	Separated	Dependent (not listed l Borrower)	
☐ Unmarried (include single, div widowed)		no. ag	es	☐ Unmarried (include single, divo	orced, widowed)	no.	ages
Present Address (street, city, state,		No. Yrs.		Present Address (street, city, state, Z		_No. Yrs.	
Mailing Address, if	different from Pre	esent Addres	S	Mailing Address, if	different from Pres	ent Address	
If residing at pres	sent address for	less than tw	o years, con	plete the following	:		
Former Address (street, city, state,		No. Yrs.		Former Address (street, city, state, Z		_No. Yrs.	

# **Section IV: Employment Information**

Section IV asks for the following self-explanatory information. For cases where the borrower (or coborrower) have worked less than two years in their current position, or if they work more than one job, the three lines below the header are repeated on the following page so that information about the previous or other employers can be entered as well.

Borrower		IV. EMPLOYMENT I	NFORMATION	Co-Borrower	
Name & Address of Employer	☐ Self Employed	Yrs. on this job	Name & Address of Employer	☐ 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 o	f Business	Business Phone (incl. area code)

# **Section V: Monthly Income and Combined Housing Expense Information**

Section V asks for the following information:

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

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

Describe Other Income			•	nintenance income need in se to have it considered f	
B/C		( )	,		Monthly Amount
					\$

The first part of this section, directly under the header, is divided into two sides. Income information is entered on the left side and housing expense information is entered on the right side.

#### **Income Information**

The **Base Employee Income** is the average income for the month. If the employee is paid on other than a monthly basis, the monthly income can be computed as follows:

- Weekly paycheck: Gross pay x 52 ÷ 12 = monthly pay;
- **Bi-weekly paycheck**: Gross pay x 26 ÷ 12 = monthly pay;
- **Semi-monthly paycheck**: Gross pay x 2 = monthly pay;

Applicants should take special care to document **overtime** income. If overtime is paid on a regular basis, the same formulas shown above can be used to compute the monthly figure. If overtime is paid on an irregular or seasonal basis, the applicant can look at the overtime earnings for the past 12 months and divide that total by 12. If overtime is expected to continue, it could be helpful to get a letter from the applicant's employer stating that the level of overtime is likely to continue

**Bonuses** would only be likely to be considered by the lender if the applicant can show a history of receiving bonuses in the past and there is reason to believe that they are likely to continue.

**Commissions** would only be likely to be considered by the lender if the applicant can show a history of receiving commissions in the past and there is reason to believe that they are likely to continue. The applicant may have to provide copies of his or her tax return and the commissions will be offset by the work-related expenses shown on Schedule 2106, if any.

**Dividends/Interest** would be considered if the applicant has consistently received them in the past. This is usually done by totaling this income from the last two years of tax returns and dividing that total by 2. (If any of these investments will be sold to make the down payment, the impact on the dividend and interest income should be considered.)

**Net rental income** is usually gathered from the applicant's tax return and dividing the total by 12 (or the number of months the property was owned that year). The property generating this net income would have to be shown in Section VI. Many lenders will only consider 75% of this amount, in order to account for possible vacancies. Also, the difference between the cash flow and the net rental income for tax purposes may be considered, since depreciation on rental property is a non-cash expense.

**Other Income** would typically include Social Security or other retirement income. It can also include disability income payments and other items. Lenders generally require evidence that this other income would continue for at least three years in order to use that income for qualifying purposes. There are additional lines at the bottom of this section to report additional items of "other income." Be sure to read the note regarding receipt of alimony, child support and separate maintenance payments, since applicants are not required to report that income if they do not intend to use it for qualification purposes.

#### **Expense Information**

This section is set up for the most common occurrence, where one or more applicants are moving out of their current residence and will be living in the property that is the subject of the loan application. The applicant(s) must list the information for their current residence and also the information for the property they are intending to finance.

- Either the rent or the mortgage payment(s) of the current residence would be entered.
- The **Hazard Insurance** would be the annual homeowners insurance premium divided by 12.
- The **real estate taxes** would be the annual property taxes divided by 12.
- The section labeled **other** might include such items as renter's insurance.

The other items in this section are self-explanatory.

## **Section VI: Assets and Liabilities**

Section VI asks for the following information:

# VI. ASSETS AND LIABILITIES

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

Completed ☐ Jointly ☐ Not Jointly

ASSETS	Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.				
Description						
Cash deposit toward purchase held by:	\$	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	\$		

It continues on the following page.

Name and address of Bank, S&	&L, or Credit	Acct. no.		
Union				
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S& Union	L, or Credit			
		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S& Union	&L, or Credit			
		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)	\$	Alimony/Child Support/Separate Maintenance Payments Owe to:	d   \$	\$
Vested interest in retirement fund	\$			
Net worth of business(es) owned (attach financial statement)	\$	Job-Related Expense (child care, union dues, etc.)	\$	
Automobiles owned (make and year)	\$			
Other Assets (itemize)	\$			
		Total Monthly Payments	\$	
Total Assets	\$	Net Worth \$	Total Liabilities	\$
a.	'	(a minus b)	b.	,

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)								
Property Address		Type of	Present	Amount	Gross	Mortgage	Insurance,	Net Rental
(enter S if sold, PS i	f	Property	Market	of	Rental	Payments	Maintenance,	Income
pending sale or R if	pending sale or R if		Value	Mortgages	Income		Taxes & Misc.	
rental being held for				& Liens				
income)								
			\$	\$	\$	\$	\$	\$
	Tot	als	\$	\$	\$	\$	\$	\$

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

Alternate Name Creditor Name Account Number

As one can imagine, this portion of the form is one of the most time consuming and important sections of the form. It is important that it be filled out completely and accurately. Fortunately, many software programs will allow the mortgage loan originator to pull much of this information, particularly regarding the liabilities, directly from the applicant's credit report.

Most of the items listed in this section are fairly self-explanatory. Several items merit additional discussion, however:

- It has been mentioned previously that borrowers are not required to include alimony, child support or separate maintenance payments received as part of their income, if they wish to preserve their privacy. Note, however, that when the applicant is *paying* the alimony, child support or separate maintenance payments, it is not optional to report those payments.
- In company retirement plans, the employee often puts up deposits towards the plan, and the employer often does as well. The term *vested* refers to that portion of the account that the employee would keep even if his or her employment was terminated. The employee's contribution would immediately be vested, but the employer's contributions usually vest according to a schedule in the plan documents.
- In the "Other Assets" section, the borrower is not expected to list every conceivable asset, such as furniture and the like. It is intended for situations such as where an applicant has coin collections or other significant assets, particularly if the applicant plans to sell some or all of them to obtain the down payment.

# **Sections VII and VIII**

Section VII (Details of Transaction) and Section VIII (Declarations) appear side by side, and are split across two pages. The first portion appears as follows:

VII. DETAILS OF TRANSACTION VIII. DECLARATIONS								
a.	a. Purchase price \$		If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Borro	wer	Co- Borrower		
b.	Alterations, improvements, repairs			Yes	No	Yes	No	
C.	Land (if acquired separately)		Are there any outstanding judgments against you?					
d.	Refinance (incl. debts to be paid off)		Have you been declared bankrupt within the past 7 years?					
e.	Estimated prepaid items		Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?					
f.	Estimated closing costs		Are you a party to a lawsuit?					
g.	PMI, MIP, Funding Fee		Have you directly or indirectly been obligated on any loan of which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?  (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.)					
h.	Discount (if Borrower will pay)		Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?  If "Yes," give details as described in the preceding question.					
i.	Total costs (add items a through h)		Are you obligated to pay alimony, child support, or separate maintenance?					
j.	Subordinate financing		Is any part of the down payment borrowed?					

The second portion continues as follows:

VII. DETAILS OF TRANSACTION (cont'd)			VIII. DECLARATION	S (c	ont'd)		
k.	Borrower's closing costs paid by Seller Other Credits (explain)		Are you a co-maker or endorser on a note?				
	, ,		Are you a U.S. citizen?				
			Are you a permanent resident alien?				
m.	Loan amount (exclude PMI, MIP, Funding Fee financed)		Do you intend to occupy the property as your primary residence?  If "Yes," complete question m below.				
n.	PMI, MIP, Funding Fee financed		Have you had an ownership interest in property in the last three years?	а			
0.	Loan amount (add m & n)		(1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)?			_	 _
p.	Cash from/to Borrower (subtract j, k, I & o from i)		(2) How did you hold title to the home— by yourself (S), jointly with your spouse or jointly with another person (O)?			_	 _

Several points should be understood about Section VII (Details of Transaction)

- Lines 'a,' 'b' and 'c' apply to purchase transactions, while line 'd' applies to a refinance loan.
- In a purchase transaction only line 'a' (the purchase price) will be entered during the initial interview. The lender will complete that section later, based on the information it calculates and from the information in the copy of the purchase agreement that the borrower must provide to the lender. (Software programs will supplement this as well.)
- In a refinance transaction, the loan amount should include the balance required to pay off the previous loan, plus any closing costs which are to be financed, plus any amount needed to cover construction costs, if any.
- Line 'h' (discount) refers to any discount points the applicant pays to get a lower interest rate.
- Line 'j' (subordinate financing) refers to any situation where the borrower is financing the property with a first and second mortgage, such as an 80-20 loan, where the first mortgage is for 80% of the value and the second mortgage is for the remaining 20% of the value. Another structure would be an 80-10-10 situation, where the first mortgage is for 80% of the value, the second mortgage is for 10% of the value, and there is a down payment of 10% to cover the remainder.

Some points should also be understood about Section VIII (Declarations):

- The applicants are asked if they are U.S. citizens. A person does not need to be a U.S. citizen to obtain a mortgage loan, but must have a Social Security Number and must be a legal permanent or non-permanent resident alien.
- The question regarding resident alien status is done so that lenders can have more assurance that the borrower will not abandon the home and leave the country.
- The applicants are asked if the home will be a primary residence because lenders find that borrowers are less likely to default on a loan against a primary residence. Also, lenders often have special programs for first-time buyers. There are sometimes government programs that will assist first-time buyers as well.

# Section IX: Acknowledgement and Agreement

Section IX appears as follows:

#### IX. ACKNOWLEDGMENT 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 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 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.

<u>Acknowledgement</u>. 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 business purpose through any source, including a source named in this application or a consumer reporting agency.

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

This is the primary signature section of the application. The applicants should read it carefully, as it obligates the applicants to the following statements:

- 1. The statements by the applicant are true and correct and if any of them are intentionally or negligently false, there can be civil and criminal penalties;
- 2. The loan will be secured by a trust deed or mortgage (which will make the property collateral for the loan);
- 3. The property will not be used for any illegal or prohibited purpose. (Violation of this provision could cause the lender to require the loan be repaid in full upon demand.)
- 4. All statements made by the borrower are for the purposes of obtaining a residential loan;
- 5. The property will be occupied as stated in this application. (If the applicant indicates that the house will be a primary residence, when in fact it is intended as a rental property, that would constitute fraud.)
- 6. The lender can keep printed and/or electronic copies of the application whether or not the loan is approved;
- 7. If there are significant changes to the information in the application which occur prior to the closing of the loan, the applicant is obligated to inform the lender;
- 8. The lender is given permission to report any delinquencies or default on the loan to credit reporting agencies;
- 9. The loan and its servicing can be sold by the lender;

- 10. Neither the lender nor any of its agents or employees have made any warranty to the applicant regarding the condition of the property; and
- 11. Electronic and fax transmissions of the application (and electronic signatures as provided by law) are permissible and binding.

# **Section X: Information for Government Monitoring Purposes**

The final section of the application appears as follows:

#### 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.)

101.)						
BORROWER		CO-BORROWER				
☐ I do not wish to furnish this informa	tion	☐ I do not wish to furnish this information				
Ethnicity:  Hispanic or Latino		Ethnicity:	: 🗆 H	ispanic or Latino		
☐ Not Hispanic or Latino			$\square$ N	ot Hispanic or Latino		
Race: American Indian or Alas	ka Native	Race: American Indian or Alaska Native				
☐ Asian			_	Asian		
☐ Black or African America				Black or African American		
☐ Native Hawaiian or Other	er Pacific Islander			Native Hawaiian or Other Pacific Islander		
☐ White				White		
Sex:		Sex:	☐ Fe	emale		
To be Completed by Mortgage Loan C	Originator					
This information was provided:						
☐ In a face-to-face interview						
☐ In a telephone interview						
By the applicant and submitted by t						
☐ By the applicant and submitted via	e-mail or the Internet					
MLO's Signature		Date				
Mortgage Loan Originator's Name	MLO Identifier			Mortgage Loan Originator's Phone		
(print or type)	WEO Idontino			Number (including area code)		
(print or typo)				Trampor (morading area code)		
Mortgage Loan Origination	Mortgage Loan Orig	ination		MLO Company's Address		
Company's Name	Company Identifier	,		, , , , , , , , , , , , , , , , , , , ,		
, , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , ,					

It is significant to note that the applicants are not required to answer the questions about ethnicity, race or gender. However, as will be discussed elsewhere in this course, the Home Mortgage Disclosure Act requires lenders to report summary information about their approval rates by these different categories. If the applicants will not answer the question, the mortgage loan originator will answer them based on visual inspection.