

## TENNESSEE: ADVANCE FEE AGREEMENT

Borrower: \_\_\_\_\_ Loan Number: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

Subject Property: \_\_\_\_\_

**Lender:** \_\_\_\_\_ **Broker:** \_\_\_\_\_

As used in this Agreement, the terms "we" and "us" refer to the above-named Lender or Broker, and "you" and "your" refer to each of the undersigned mortgage loan applicants.

**Fees and Charges:**

Listed below are the advance fees you are required to pay in connection with your application for a mortgage loan. You may also be obligated to pay other charges in connection with your loan that are not disclosed in this Agreement. Estimates of such other charges are shown on the Good Faith Estimate of settlement charges; generally, such charges are refundable prior to settlement only if the services to which the costs relate have not been ordered unless applicable law requires otherwise.

FEE	Description	Amount	Terms and Conditions of Refundability
Application Fee	Covers the cost of determining whether you qualify for the loan, and/or processing, verifying and preparing your loan application for submission to a lender.	\$	<input type="checkbox"/> <b>Non-refundable</b> <input type="checkbox"/> \$ will be refunded to you if:
Appraisal Fee*	Paid to an appraiser retained to determine the value of the property securing repayment of the loan.	\$	<input type="checkbox"/> <b>Non-refundable</b> <input type="checkbox"/> The full amount will be refunded until the appraisal is ordered; once ordered, the fee becomes nonrefundable. <input type="checkbox"/> \$ will be refunded to you if:
Credit Report Fee*	Paid to a credit reporting agency for a report that discloses, among other things, your past credit payment history.	\$	<input type="checkbox"/> <b>Non-refundable</b> <input type="checkbox"/> The full amount will be refunded until the credit report is ordered; once ordered, the fee becomes nonrefundable. <input type="checkbox"/> \$ will be refunded to you if:
Other Fee:*	Paid for goods provided or services performed.	\$	<input type="checkbox"/> <b>Non-refundable</b> <input type="checkbox"/> The full amount will be refunded until the goods or services are ordered; once ordered, the fee becomes nonrefundable. <input type="checkbox"/> \$ will be refunded to you if:

**\*The amount indicated is an estimate. If the actual cost exceeds the estimate, you agree to pay any shortfall at or prior to closing. Amounts collected in excess of the actual cost will be refunded to you at or prior to closing.**

Please Initial: \_\_\_\_\_  

\_\_\_\_\_ Borrower
\_\_\_\_\_ Borrower
\_\_\_\_\_ Borrower
\_\_\_\_\_ Borrower

**TENNESSEE: ADVANCE FEE AGREEMENT**

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Subject Property: \_\_\_\_\_

Tenn. Code Ann. § 45-13-206(c)

This Agreement will remain in force for 60 days from the date of this Agreement (the "Agreement Term"), or until your loan is closed or you terminate our services for any reason, which ever occurs earlier. If your loan does not close on or prior to the expiration of the Agreement Term, and you have not previously terminated our services, you may require us to return the refundable portion only of the application, appraisal, credit report and/or other fee as disclosed in the table above.

**CONTACT**

If you have any questions regarding your application or this agreement, please contact us at:

**Coastal Funding Corporation Inc.**

Company Name:

**216 S. Palafox Place**

Company Address:

**Pensacola, FL 32502**

City, State Zip Code

**850-725-6500**

Telephone Number:

Loan Originator: \_\_\_\_\_

Originator's Signature \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Originator's NMLS # / Tennessee License #

**ACKNOWLEDGEMENT**

Please acknowledge that you have received and read this Agreement by signing below. This is not a commitment to lend.

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

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

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

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

# TENNESSEE: LOCK-IN AGREEMENT

Borrower: \_\_\_\_\_ Loan Number: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

Subject Property: \_\_\_\_\_

Lender \_\_\_\_\_ Lender's Unique Identifier 177208

The above-named Applicant(s) ("you" and "your") have applied for a mortgage loan, repayment of which will be secured by the property identified in the "Subject Property" section set forth above. The above named Lender is accepting your mortgage loan application subject to the terms and conditions set forth in this Lock-in Agreement (the "Agreement"). A "Lock-In Agreement" is a written agreement between a mortgage lender and an applicant for a mortgage loan which established and set an interest rate and the discount points and lock-in fees to be charged in connection with a mortgage loan that is closed within the time period specified in the agreement. This is not a loan commitment. You will be notified as to whether or not your application is approved.

Loan Amount: \$ \_\_\_\_\_ Loan Term: \_\_\_\_\_ months

Loan Type/Purpose: \_\_\_\_\_ Lien Position: \_\_\_\_\_ Balloon Payment: \_\_\_\_\_

- |                                    |                                       |   |                              |
|------------------------------------|---------------------------------------|---|------------------------------|
| <input type="checkbox"/> Purchase  | <input type="checkbox"/> VA           | <input checked="" type="checkbox"/> First | <input type="checkbox"/> YES |
| <input type="checkbox"/> Refinance | <input type="checkbox"/> FHA          | <input type="checkbox"/> Junior / Second  | <input type="checkbox"/> NO  |
| <input type="checkbox"/> HELOC     | <input type="checkbox"/> Construction |   |                              |

We are pleased to confirm an interest rate lock on your mortgage loan subject to the terms and conditions in this Lock-In Agreement. The cost, terms, duration, and conditions of the Lock-In Agreement are detailed below.

## Terms

Your interest rate is  a **FIXED** rate at \_\_\_\_\_ %  a **VARIABLE** rate

Your variable rate has an initial rate at \_\_\_\_\_ % for a period of \_\_\_\_\_

Your variable interest rate can change during the term of your loan.

Index: \_\_\_\_\_ Margin: \_\_\_\_\_ Floor Rate: \_\_\_\_\_

Payment/Rate Adjustments: \_\_\_\_\_ 6 Months \_\_\_\_\_ Annual \_\_\_\_\_ Other \_\_\_\_\_

Annual or Other Adjustment Cap: \_\_\_\_\_ Life Cap: \_\_\_\_\_

Discount Points: \$ \_\_\_\_\_ or \_\_\_\_\_ % of the loan amount. Paid by: \_\_\_\_\_

Lock-in Fee: \$ \_\_\_\_\_ Lock Term: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above lock-in terms are valid until the expiration date shown above. Your loan must close and fund (disbursement of funds by the lender) by the expiration date. In the event that your loan does not close on or before the expiration date, the Lender is no longer obligated by this Lock-In Agreement, and any Lock-In Fee that you paid may not be refundable except under certain conditions. Any terms not locked in by this Lock-In Agreement are subject to change until the mortgage loan is closed at settlement.

\_\_\_\_\_  
Mortgage Loan Originator Signature Date

I/We understand and agree to the terms contained in this Lock-In Agreement.

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

\_\_\_\_\_  
Co-Borrower Signature Date

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

**TENNESSEE: RIGHT TO CHOOSE INSURANCE PROVIDER**

Borrower: \_\_\_\_\_ Loan Number: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

Subject Property: \_\_\_\_\_

**Lender:** \_\_\_\_\_ **Broker:** Coastal Funding Corporation Inc. \_\_\_\_\_

Pursuant to Tennessee Statute § 56-8-106, I understand that the insurance related to my loan may be purchased from an insurer or agent of my choice, subject only to Lender's right to reject a given insurer or agent as provided below.

I understand that my choice of insurer or producer will not affect the credit decision or credit terms in any way.

Lender may not unreasonably reject or disapprove the insurance policy provided by me for the protection of the property securing the credit or lien; provided, that a rejection shall not be deemed unreasonable if:

- A. It is based on reasonable standards uniformly applied, relating to the extent of coverage required and the financial soundness and the services of an insurer; and
- B. Such standards do not discriminate against any particular type of insurer or call for rejection of an insurance contract because the contract contains coverage in addition to that required in the credit transaction.

**CONTACT**

If you have any questions regarding your application or this disclosure, please contact us at:

**Coastal Funding Corporation Inc.**

Company Name:

**216 S. Palafox Place**

Company Address:

**Pensacola, FL 32502**

City, State Zip Code

Loan Originator:

**850-725-6500**

Telephone Number:

Originator's NMLS # / Tennessee License #

**ACKNOWLEDGEMENT**

By signing below, I/we acknowledge that I/we have read and received a copy of this document.

_____ Borrower	_____ Signature	_____ Date
_____ Borrower	_____ Signature	_____ Date
_____ Borrower	_____ Signature	_____ Date
_____ Borrower	_____ Signature	_____ Date

NOTICE AND ACKNOWLEDGMENT WITH RESPECT TO  
OWNER'S TITLE INSURANCE

Re: \_\_\_\_\_ (Street Address)

File No. \_\_\_\_\_

\_\_\_\_\_ (City, State, Zip)

Pursuant to Tennessee Code Annotated Section 56-35-133, the undersigned purchaser or purchasers, hereby acknowledge(s) that they have received a notice that owner's title insurance may be available to them at their expense.

\_\_\_\_\_ I (we) hereby desire to obtain owner's title insurance.

\_\_\_\_\_ I (we) hereby decline to obtain owner's title insurance.

Tennessee law requires that you sign this acknowledgment. I (we) further acknowledge that the settlement agent in this transaction [*or insert name of settlement agent here*] shall have no responsibility to the undersigned for the status of the title to the real estate we are purchasing.

Date \_\_\_\_\_

\_\_\_\_\_  
Borrower/Purchaser

Date \_\_\_\_\_

\_\_\_\_\_  
Borrower/Purchaser