



**CLOSING VENDOR ORDER**

**MIKOS ESCROW, INC.**  
555 N. JUNE ST  
MODESTO, CA 95963  
Phone: (555) 555-5555

**Order Number: 08-555555-C**  
**Order Date: 05/06/20XX 09:39**05/06/2013 09:39 PST

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**Vendor Charge:** \$XXX.00  
**Vendor No:** 00055555  
**Vendor Name:** MEGAN BRADY  
**Vendor Address:** 520 13TH ST  
MODESTO, CA - 95354-2438  
**Vendor Phone:** (555)555-5555 **Vendor Fax:** (000)000-0000  
**Assignment Type:** Web Documents  
**Assigned Date:** 06/14/20XX 13:10 PST  
**Closing Option:** Agent's Office  
**Projected Closing Date:** 06/17/20XX18:00

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**Borrower:** ROGERS, RICHARD WILLIAM  
**Home Phone:** (555)322-7212  
**Borrower:** **Work Phone:** (555)555-5555 **Cell Phone:** (555)555-5555

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**Purchase:** REFINANCE  
**Closing Location:** 12345 GLORIETTA LANE, OAKDALE, CA - 95361-9258

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**Loan Number:** 1234567890  
**Loan Amount:** \$205,631.00

**COMMENTS:**

FOR AFTER HOUR QUESTIONS, PLEASE CONTACT LOC WATERS, 555-555-5555.

Please read all instructions carefully before completing the signing appointment.

Borrower(s) should be contacted to confirm appointment date, time and location.

All documents should be printed and returned in the order they are attached. Do not shuffle pages in the package. Documents should not be cutoff. Most files are uploaded as mixed originals, when in doubt print on legal size paper. You will be contacted by a MIKOS representative when documents are ready to be printed.

All signed documents must be dropped within 4 hours of the closing using the courier label attached. After hours closings must be dropped by noon the next business day. After documents have been dropped, please login to [www.mikos.com](http://www.mikos.com) to confirm the signing has been completed.

Failure to comply with the instructions above could result in a reduction or waiver of your signing fee.

Closing Vendor Login Instructions:

- Go to [www.mikos.com](http://www.mikos.com) and go to Access Your Account
- User ID is your vendor number (DO NOT ENTER PRECEDING ZEROS)
- Password is: MIKOS (unless you have already changed)

\*\*\*\*Please direct all billing and payment inquiries to [accountspayable@MIKOS.com](mailto:accountspayable@MIKOS.com)\*\*\*\*

This email is your confirmation for the Jackson, for 5/16/20XX, @ 3:00 PM.

Questions before, during or after the appointment.....Call 1-800-723-2408, Option 3.

\*\*\*\*SPECIFIC SIGNING INSTRUCTIONS FOR THIS APPT\*\*\*\*

\*\*\*\*DOCS MUST BE DROPPED FOR DELIVERY TOMORROW\*\*\*\*

\*\*\*PLEASE COLLECT COPY OF SIGNER'S PHOTO ID TO RETURN WITH THE DOCUMENTS. THE SIGNER(S) HAVE BEEN MADE AWARE TO HAVE THE COPY AVAILABLE TO GIVE TO YOU. IF FOR ANY REASON THEY WERE UNABLE TO GET A COPY MADE, PLEASE USE YOUR SMART PHONE (IF POSSIBLE) TO TAKE A CLEAR PICTURE OF THE ID, AND EMAIL IT TO US\*\*\*

**BORROWER INFORMATION:**

Richard William Rogers  
8624 Oaklawn Ave.  
Modesto , CA 95355

Day Phone: 626-335-7313  
Evening Phone:  
Other Phone:

Qty of Loans: 1

Loan #1: 5400234599-JA

Loan Types:

Refi

Docs Sent Via: E-Docs

Shipping Co:

Tracking #:

**SHIPPING INSTRUCTIONS:**

Shipper/Account:

Label included with docs.

If no label was included with docs, please contact Signings at 800-723-2408 (option 3) or via email at [orders@signings.com](mailto:orders@signings.com).

**FEE AGREEMENT**

Loan Signing

\$XX.00

Qty: 1

If you have any questions during the signing please contact us before calling any other parties.

\*\*\*DO NOT INCLUDE THIS FORM, ANY INVOICE, OR CORRESPONDENCE WITH THE RETURNED DOCUMENTS\*\*\*

Thank you,  
Signings Escrow & Lender Services  
[orders@signings.com](mailto:orders@signings.com)

## CLOSING INSTRUCTIONS:

\*\*\* PLEASE MAKE SURE TO CONFIRM WITH THE BORROWER ONCE YOU RECEIVE THIS CONFIRMATION \*\*\*

If you have ANY questions or problems, please contact the Service Signing CLOSING TEAM directly at 800-123-4567

### CLOSING PREPARATION:

1. Please be sure to dress in BUSINESS OR BUSINESS CASUAL attire.
2. Please take TWO copies of the documents to the closing. One full set is to be given to the Borrower for their records.

#### \*\*\*NOTE\*\*\*

If the borrower requests an electronic copy of the closing documents, please inform your Service Signing representative. You as the Signing Agent should NEVER provide an electronic copy of documents to the Borrower. Inform the borrower you will submit their request and they will receive them from our office via Secured Email.

3. If for any reason you are going to be LATE to a signing, you MUST reach out to the Borrower(s) "and" the Service Signing Closing Coordinator listed on the Closing Instructions to advise of the situation. If you need to reschedule the original closing appointment, you MUST first inform your the Service Signing Closer prior to speaking with the Borrowers directly.

### AT CLOSING:

Please make certain you review the Closing Instructions that you will receive with the closing package to ensure ALL documents are signed correctly.

1. Please use blue ink when signing the papers.
2. Please review each loan document signed to ensure that no signatures, initials, dates, etc. were omitted.
3. If the Borrower has any questions at the closing, and they cannot reach their Loan Officer please contact your Service Signing Closing Coordinator or Team Lead.
4. On the Truth In Lending statement, it MUST be initialed at the bottom right hand corner, but not in the margin.
5. Customer Identification Form - If info is already filled in on page 2, 3, or 4, verify that info with one of the corresponding boxes and complete page 1.  
\*\*If there is no info checked to be verified then you MUST complete Name Verification on page 2, Address Verification on page 3, and Date of Birth Verification on page 3 - 4 all with one of the corresponding boxes.
6. Errors & Omissions - Please make sure that ALL parties on title are signing this form.

\*\*\*PLEASE PAY SPECIAL ATTENTION TO THE PAYPLAN ENROLLMENT AUTHORIZATION. DO NOT LEAVE IT BLANK. THEY MUST INDICATE THAT THEY ARE DECLINING OR ACCEPTING ENROLLMENT.\*\*\*

### AFTER CLOSING:

1. You are REQUIRED to fax CRITICAL FUNDING DOCUMENTS to one of the following Service Signing fax numbers 800-123-4567

\*\*\*Please refer to the fax back checklist and requirements page for list of documents.\*\*\*

2. Please be sure to use the UPS label/account number provided and drop the package "after" you have faxed the critical documents and "Receive" a phone call or email from Service Signing confirming docs are "ok" to ship. If you don't hear from Service Signing please drop documents after 24hrs of the closing.
3. PLEASE DO NOT update the signing completion status on the website. You are required to complete the e-billing but do not update STATUS via the website.  
If you have ANY questions or problems, please contact the Service Signing CLOSING TEAM directly at 800-123-4567, Option #4.  
Thank you!

**NOTE:** If you are in a "Witness State" (CT, FL, GA, LA\*, MI, OH, SC, VT, WY), be sure you or the borrowers have arranged to have a witness present at the signing. \*LA requires two witnesses.

# Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

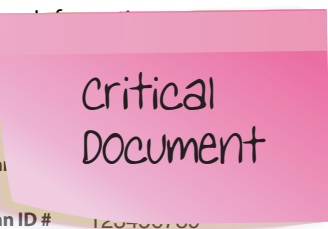
## Closing Information

**Date Issued** 3/13/20XX  
**Closing Date** 4/15/20XX  
**Disbursement Date** 4/15/20XX  
**Settlement Agent** Stallwart Title  
**File #** 12-3456  
**Property** 8624 Oaklawn Ave.  
 Modesto, CA 95355  
**Appraised Prop. Value** \$280,000

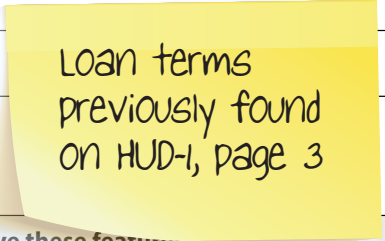
## Transaction Information

**Borrower** Richard William Rogers  
 8624 Oaklawn Ave.  
 Modesto, CA 95355  
**Lender** Tristar Finance Group

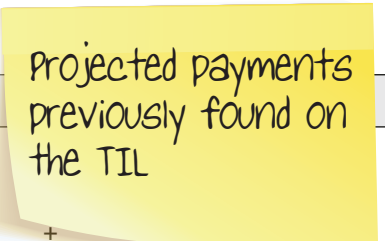
**Loan ID #** 123456789  
**MIC #** 009874513



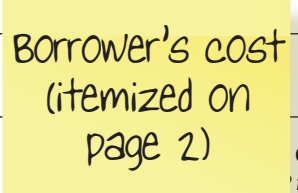
Loan Terms		Can this amount increase after closing?
<b>Loan Amount</b>	\$205,631.00	NO
<b>Interest Rate</b>	3.25%	NO
<b>Monthly Principal &amp; Interest</b> <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$894.92	NO
<b>Does the loan have these features:</b>		
<b>Prepayment Penalty</b>		NO
<b>Balloon Payment</b>		NO



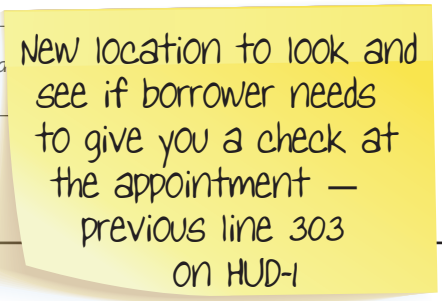
Projected Payments	Years 1-4	
<b>Payment Calculation</b>		
Principal & Interest	\$894.92	
Mortgage Insurance	+ —	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 445.23	+ 445.23
<b>Estimated Total Monthly Payment</b>	<b>\$1,340.15</b>	<b>\$944.04</b>



<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time See details on page 4</i>	\$445.23 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: HOA Dues <i>See page 4 for escrowed property costs. You must pay for other property</i>	<b>In escrow?</b> YES YES NO
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<b>Costs at Closing</b>	\$4,976.08	Costs + \$2,762.07 in Other Costs - \$500 for details.
<b>Cash to Close</b>	\$2,666.92	Includes Closing Costs. See Calculating Cash to Close. <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower



## Closing Cost Details

Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
<b>A. Origination Charges</b>	<b>\$1,950.00</b>		
01 % of Loan Amount (Points)	\$750.00		
02	\$250.00		
03	\$450.00		
04	\$500.00		
05			
06			
07			
08			
<b>B. Services Borrower Did Not Shop For</b>	<b>\$610.00</b>		
01		\$405.00	
02		\$30.00	
03	\$20.00		
04	\$45.00		
05	\$65.00		
06	\$45.00		
07			
08			
09			
10			
<b>C. Services Borrower Did Shop For</b>	<b>\$935.50</b>		
01	\$85.00		
02	\$50.00		
03	\$250.00		
04	\$350.00		
05	\$200.00		
06			
07			
08			
<b>D. TOTAL LOAN COSTS (Borrower-Paid)</b>	<b>\$3,495.50</b>		
Loan Costs Subtotals (A + B + C)	\$3,060.50	\$435.00	
<b>Other Costs</b>			
<b>E. Taxes and Other Government Fees</b>	<b>\$60.00</b>		
01 Recording Fees Deed: Mortgage: \$60.00	\$60.00		
02			
<b>F. Prepays</b>	<b>\$2,125.12</b>		
01 Homeowner's Insurance Premium (12 mo.)	\$1,209.96		
02 Mortgage Insurance Premium ( mo.)			
03 Prepaid Interest ( \$17.71 per day from 4/15/20XX to 5/1/20XX )	\$283.36		
04 Property Taxes ( 6 mo.) to Any County USA	\$631.80		
05			
<b>G. Initial Escrow Payment at Closing</b>	<b>\$576.95</b>		
01 Homeowner's Insurance \$100.83 per month for mo.	\$201.66		
02 Mortgage Insurance \$82.35 per month for mo.	\$164.70		
03 Property Taxes \$105.30 per month for mo.	\$210.60		
04			
05			
06			
07			
08 Aggregate Adjustment	-\$0.01		
<b>H. Other</b>			
01			
02			
03			
04			
05			
06			
07			
08			
<b>I. TOTAL OTHER COSTS (Borrower-Paid)</b>	<b>\$2,762.07</b>		
Other Costs Subtotals (E + F + G + H)	\$2,762.07		
<b>J. TOTAL CLOSING COSTS (Borrower-Paid)</b>	<b>\$4,976.08</b>		
Closing Costs Subtotals (D + I)	\$5,822.57	\$435.00	
Lender Credits	-\$500.00		

**Payoffs and Payments**

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 Payoff to XYZ Mortgage and Lending	\$203,929.00
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
<b>K. TOTAL PAYOFFS AND PAYMENTS</b>	<b>\$115,000.00</b>

**Calculating Cash to Close**

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$150,000.00	\$150,000.00	<b>NO</b>
Total Closing Costs (J)	-\$5,099.00	-\$5,757.57	<b>YES</b> • See <b>Total Loan Costs (D)</b> and <b>Total Other Costs (I)</b>
Closing Costs Paid Before Closing	\$0	\$435.00	<b>YES</b> • You paid these Closing Costs <b>before closing</b>
Total Payoffs and Payments (K)	-\$120,000.00	-\$115,000.00	<b>YES</b> • See <b>Payoffs and Payments (K)</b>
<b>Cash to Close</b>	\$24,901.00 <input type="checkbox"/> From <input checked="" type="checkbox"/> To <b>Borrower</b>	\$2,666.92 <input type="checkbox"/> From <input checked="" type="checkbox"/> To <b>Borrower</b>	Closing Costs Financed (Paid from your Loan Amount)

## Additional Information About This Loan

### Loan Disclosures

#### Assumption

- If you sell or transfer this property to another person, your lender
- will allow, under certain conditions, this person to assume this loan on the original terms.
  - will not allow assumption of this loan on the original terms.

#### Demand Feature

- Your loan
- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
  - does not have a demand feature.

#### Late Payment

If your payment is more than \_\_\_\_ days late, your lender will charge a late fee of \_\_\_\_\_

#### Negative Amortization (Increase in Loan Amount)

- Under your loan terms, you
- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
  - may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
  - do not have a negative amortization feature.

#### Partial Payments

- Your lender
- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
  - may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
  - does not accept any partial payments.
- If this loan is sold, your new lender may have a different policy.

#### Security Interest

You are granting a security interest in \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

#### Escrow Account

**For now,** your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:  You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because  you declined it  your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

#### In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

**Loan Calculations**

<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$334,211.11
<b>Finance Charge.</b> The dollar amount the loan will cost you.	\$134,516.19
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	\$199,694.92
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	3.940%
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	67.36%

**Questions?** If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

**Other**

**Appraisal**  
If the property value is less than the loan amount, your lender is required to give you a written appraisal report at least 3 days before closing. If you have any questions, contact your lender at the information provided on the back of this form.

**Contract Details**  
See your note and security instrument for information about:  
 • what happens if you fail to make your payments,  
 • what is a default on the loan,  
 • how to make an early repayment of the loan,  
 • when payments are due.  
**Liability**  
If you refinance or take a second loan on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.  
 state law does not protect you from liability for the unpaid balance.

**Refinance**  
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

**Tax Deductions**  
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

This info previously found on TIL

APR may be higher than interest rate because it reflects cost of financing

**Contact Information**

	Lender	Mortgage Broker	Settlement Agent
<b>Name</b>	Tristar Finance Group		Stallwart Title
<b>Address</b>	1000 Main Street Los Angeles, CA 91301		5555 Casandia Dr., Suite 2 Modesto, CA 95822
<b>NMLS ID</b>			
<b>ST License ID</b>			P76821
<b>Contact</b>	Amir Kumar		Joan Taylor
<b>Contact NMLS ID</b>	12345		
<b>Contact License ID</b>			
<b>Email</b>	akumar@tristarfg.com		joan@stallwarttitle.com
<b>Phone</b>	123-456-7890		555-321-9876

**Confirm Receipt**

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

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

Co-Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Presents the settlement charges for the loan

Critical Document



US Department of Housing and Urban Development

OMB No. 2502-0265

**A.**

**SETTLEMENT STATEMENT**

<b>B. Type of Loan</b>			
1. <input checked="" type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins.	6. File Number: 000-55555-000	7. Loan Number: 1234567890	8. Mortgage Ins. Case #: 55-55-5-12345678
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. 6. <input type="checkbox"/> Other	C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing: they are shown here for information purposes and are not included in the totals.		
D. NAME AND ADDRESS OF BORROWER: RICHARD WILLIAM ROGERS, 8624 OAKLAWN, MODESTO, CA 95355			
E. NAME AND ADDRESS OF SELLER:			
F. NAME AND ADDRESS OF LENDER: TRISTAR FINANCE GROUP 1000 MAIN STREET LOS ANGELES, CA 91301			
G. PROPERTY LOCATION 8624 OAKLAWN, MODESTO, CA 95355			
H. SETTLEMENT AGENT: Stallwart Title, 5555 Casandra Blvd. Ste 2, Modesto, CA 95822 (222) 222-2222			
PLACE OF SETTLEMENT: Stallwart Title, 5555 Casandra Blvd. Ste 2, Modesto, CA 95822 (222) 222-2222			
I. SETTLEMENT DATE: 03-18-20XX		DISBURSEMENT DATE: 03-21-20XX	

<b>J. SUMMARY OF BORROWER(S) TRANSACTION</b>	<b>K. SUMMARY OF SELLER(S) TRANSACTION</b>
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<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	\$4,976.08	403. Settlement charges to seller (line 1400)	
104. PAYOFF	\$203,924.00	404. PAYOFF	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City Property Tax		406. City Property Tax	
107. County Property Tax		407. County Property Tax	
108. Annual Assessment		408. Annual Assessment	
109. School Property Tax		409. School Property Tax	
110. MUD Tax		410. MUD Tax	
111. Other Tax		411. Other Tax	
112.		412.	
<b>120. Gross Amount Due From Borrower</b>	<b>\$208,900.08</b>	<b>420. Gross Amount Due To Seller</b>	<b>\$0.00</b>

Borrower's cost line 103

<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit of Earnest Money		501. Excess Deposit	
202. Principal Amount of New Loan(s)	\$205,631.00	502. Settlement charges to seller (line 1400)	\$0.00
203.		503. Existing Loan(s) Taken Subject to	
204. Application Deposit		504.	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City Property Tax		510. City Property Tax	
211. County Property Tax		511. County Property Tax	
212. Annual Assessment		512. Annual Assessment	
213. School Property Tax		513. School Property Tax	
214. MUD Tax		514. MUD Tax	
215. Other Tax		515. Other Tax	
216. Prepaid Finance Charge	\$5,936.08	516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>	<b>\$211,567.00</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>\$0.00</b>

<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
301. Gross Amount due from borrower (line 120)	\$208,900.08	601. Gross amount due to seller (line 420)	\$0.00
302. Less amounts paid by/for borrower (line 220)	\$211,567.00	602. Less reductions in amount due seller (line 520)	\$0.00
<b>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b>	<b>\$ 2,666.92</b>	<b>603. Cash <input type="checkbox"/> From <input type="checkbox"/> To Seller</b>	<b>\$0.00</b>

Line 303 will tell you if borrower needs to give the Signing Agent a check

ated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered

**L.**

**SETTLEMENT CHARGES**

	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker fees Division of commission as follows:		
701.		
702.		
703. Commission paid at settlement		
704.		

**800. ITEMS PAYABLE IN CONNECTION WITH LOAN**

801. Our origination charge	(from GFE #1)		
802. Your credit or charge points for the specific interest rate chosen	(\$4,112.62) (from GFE #2)	\$3984.77	
803. Your adjusted origination charges	(from GFE A)	(\$0.00)	
804. Appraisal Fee	(from GFE #3)		
805. Credit Report	(from GFE #3)	\$29.85	
806. Tax Service	(from GFE #3)		
807. YIELD SPREAD PREMIUM	(from GFE #3)	\$1028.16	
808.			
809.			
810.			

**900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE 901.**

Daily Interest 03/18/20XX TO 04/01/20XX 14 DAYS @\$18.3096/DAY	(from GFE #10)	\$256.33	
902. Mortgage Insurance Premium	(from GFE #3)		
903. Homeowners Insurance	(from GFE #11)		
904.			
905.			

**1000. RESERVES DEPOSITED WITH LENDER**

1001. Initial Deposit for your escrow account	(from GFE #9)	\$2,011.50	
1002. Homeowners Insurance 5 months @ \$48.33 per month	241.65		
1003. Mortgage Insurance			
1004. Property Taxes 5 months @ \$157.32 per month	\$786.60		
1005.			
1006.			
1007. Aggregate Adjustment	(\$293.27)		
1008.			
1009.			

**1100. TITLE CHARGES**

1101. Title Services and lenders title insurance	(from GFE #4)	\$1,260.00	
1102. Settlement or Closing Fee	\$400.00		
1103. Owners title Insurance	(from GFE #5)		
1104. Lenders Title Insurance	\$385.00		
1105. Lenders Title Policy Limit			
1106. Owners title policy limit			
1107. Agents Portion of the total title insurance premium			
1108. Underwriters portion of the total title insurance premium			
1109. Tax Research Fee			
1110. NOTARY FEE		\$175.00	
1111. OVERNIGHT AND WIRE FEE		\$55.00	
1112.			
1113.			

**1200. GOVERNMENT RECORDING AND TRANSFER CHARGES**

1201. Government Recording charges DEED \$110.00	(from GFE #7)	\$110.00	
1202.			
1203. Transfer taxes	(from GFE #8)	\$1,179.90	
1204.			
1205.			

**1300. ADDITIONAL SETTLEMENT CHARGES**

1301. Required services that you can shop for	(from GFE #6)		
1302.			
1303.		\$525.00	
1304.			
1305.			

<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>		\$4976.08	\$0.00
--	--	-----------	--------

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

BORROWER(S):

X \_\_\_\_\_ X \_\_\_\_\_  
 RICHARD WILLIAM ROGERS

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Stallworth Title of Modesto Settlement Agent

Date

**ADDENDUM TO HUD-1**

Loan Number: 1234567890  
 File Number: 000-55555-000  
 Borrower: RICHARD WILLIAM ROGERS

	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
-----PAYOFFS-----		
PAYOFF TO XYZ MORTGAGE AND LENDING	\$203,929.00	
Total	\$203,929.00	

X \_\_\_\_\_  
 Signature RICHARD WILLIAM ROGERS Date

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

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

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

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

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

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges.		Good Faith Estimate	HUD-1 Amt
<b>Charges That Cannot Increase</b>			
Our origination charge	HUD Line Number 801	\$0.00	\$0.00
Your credit or charge points for the specific interest rate chosen	802	(\$5,936.08)	(\$4,112.62)
Your adjusted origination charges	803	(\$0.00)	( \$0.00)
Transfer taxes	1203	\$1,179.90	\$1,179.90
<b>Charges That in Total Cannot Increase More Than 10%</b>			
Government Recording charges DEED \$110	1201	\$110.00	\$110.00
Appraisal Fee	804	\$0.00	\$0.00
Credit Report	805	\$50.00	\$29.85
YIELS SPREAD PREMIUM	807	\$1,028.16	\$1,028.16
	808		
Title Services and lenders title insurance	1101	\$1,210.00	\$1,260.00
Required services that you can shop for	1301	\$0.00	\$0.00
<b>Total</b>		\$10,315.64	\$8,472.03
<b>Increase between GFE and HUD-1 Charges</b>		\$1,843.61	0.71%
<b>Charges That Can Change</b>			
Initial Deposit for your escrow account	1001	\$5,936.08	\$4,976.08
Daily Interest 03/18/20XX TO 04/01/20XX @\$18.3096/DAY	901	\$256.33	\$256.33
Homeowners Insurance	903	\$0.00	\$0.00

**Loan Terms**

Your initial loan amount is	\$205,631.00
Your loan term is	30 years
Your initial interest rate is	3.25 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance	\$894.92 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of 0.0 %. The first change will be on _____ and can change again every _____ after _____. Every charge date, your interest rate can increase or decrease by 0.0 %. Over the life of the loan, your interest rate is guaranteed to never be lower than 0.0 % or higher than 0.0 %.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$0.00 The maximum it can ever rise to \$0.00
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$0.00
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$0.00 due in _____ 0 years on _____
Total monthly amount owed including escrow account payments.	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$445.23 that results in a total initial monthly amount owed of \$1,340.15 This includes principal, interest, any mortgage insurance and any items checked below. <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Flood Insurance <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Loan terms spelled out. Ask borrower to confirm terms are correct

Critical Document

### NOTICE OF RIGHT TO CANCEL

Loan Number: 1234567890

Borrowers: RICHARD WILLIAM ROGERS

Property Address: 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355

#### YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage on your home. You have a legal right under federal law to cancel this transaction, with certain exceptions, if any of the following events occurs last:

1. the date of the transaction, which is MARCH 13, 20XX ; or
2. the date you receive your Truth in Lending disclosures; or
3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

#### HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at

TRISTAR FINANCE GROUP, INC  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 91301

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of MARCH 16, 20XX (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

#### I WISH TO CANCEL

Consumer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
RICHARD WILLIAM ROGERS

#### ACKNOWLEDGMENT OF RECEIPT

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES THE RECEIPT OF TWO (2) COMPLETED COPIES OF THIS NOTICE OF RIGHT TO CANCEL.

RICHARD WILLIAM ROGERS \_\_\_\_\_ Date \_\_\_\_\_

Date of signing appointment

Each borrower must receive two executed copies

Rescission Date goes here

Do not sign here

Sample Document for National Notary Association Signing Agent Certification Training

APR usually higher than interest rate because it reflects the cost of financing

Critical Document

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Loan Number: 1234567890

Date: MARCH 13, 20XX

Creditor: TRISTAR FINANCE GROUP, INC

Address: 1000 MAIN STREET, LOS ANGELES, CALIFORNIA 91301

Borrower(s): RICHARD WILLIAM ROGERS

Address: 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355

Disclosures marked with an "x" are applicable:

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>	<input type="checkbox"/> <b>Total Sale Price</b>
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit including your down-payment of \$
3.940 %	\$134,516.19	\$199,694.92	\$334,211.11	\$N/A

**INTEREST RATE AND PAYMENT SUMMARY**

	<b>Rate &amp; Monthly Payment</b>
Interest Rate	3.250 %
Principal + Interest Payment	\$ 894.92
<input checked="" type="checkbox"/> Est. Taxes + Insurance (Escrow) <input checked="" type="checkbox"/> Includes Mortgage Insurance	\$ 445.23
<b>Total Est. Monthly Payment</b>	<b>\$ 1,340.15</b>

**There is no guarantee that you will be able to refinance to lower your rate and payments.**

- DEMAND FEATURE:** This obligation has a demand feature.
- VARIABLE RATE FEATURE:** Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

**PROPERTY INSURANCE:** You may obtain fire and other hazard insurance from anyone you want that is acceptable to the Creditor.

**SECURITY:** You are giving a security interest in: 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355

The goods or property being purchased       Real property you already own.

**FILING FEES:** \$ 110.00

**LATE CHARGE:** If payment is more than 15 days late, you will be charged 4.000 % of the payment.

**PREPAYMENT:** If you pay off early, you

may       will not      have to pay a penalty.

may       will not      be entitled to a refund of part of the finance charge.

**ASSUMPTION:** Someone buying your property

may       may, subject to conditions       may not      assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

"e" means an estimate       all dates and numerical disclosures except the late payment disclosures are estimates.

Each of the undersigned acknowledge receipt of a complete copy of this disclosure. The disclosure does not constitute a contract or a commitment to lend.

\_\_\_\_\_  
Applicant RICHARD WILLIAM ROGERS      Date

\_\_\_\_\_  
Applicant      Date

\_\_\_\_\_  
Applicant      Date

\_\_\_\_\_  
Applicant      Date

\_\_\_\_\_  
Applicant      Date

\_\_\_\_\_  
Applicant      Date

Most important document in the loan package

Critical Document

MIN: 123456789123454564

**NOTE**

Loan Number: 1234567890

FHA CASE NO.
000-555555-000

MARCH 13, 20XX  
[Date]

LOS ANGELES  
[City]

CALIFORNIA  
[State]

8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355  
[Property Address]

**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns.  
"Lender" means TRISTAR FINANCE GROUP, INC., CALIFORNIA CORPORATION and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender, Borrower promises to pay the principal sum of TWO HUNDRED FIVE THOUSAND SIX HUNDRED THIRTY-ONE AND 00/100 Dollars (U.S.\$ 205,631.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of THREE AND 250/1000 percent ( 3.250 %) per year until the full amount of principal has been paid.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT**

**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on MAY 1, 20XX . Any principal and interest remaining on the first day of APRIL, 2043 , will be due on that date, which is called the "Maturity Date."

**(B) Place**

Payment shall be made at 5555 MODESTO POINTE COURT, SUITE 301, Modesto, CALIFORNIA 92879 or at such other place as Lender may designate in writing by notice to Borrower.

**(C) Amount**

Each monthly payment of principal and interest will be in the amount of U.S. \$ 894.92 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

**(D) Allonge to this Note for Payment Adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

- Growing Equity Allonge
- Graduated Payment Allonge
- Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR AND 000/1000** percent ( **4.000** %) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. GROUNDS FOR ACCELERATION OF DEBT

### (A) Default

Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by the Security Instrument and due under this Note if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Note and the Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in the Security Instrument securing this Note.

### (B) Sale Without Credit Approval

Lender shall, if permitted by applicable law (including section 341 (d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j - 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums due under this Note and secured by the Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

### (C) No Waiver

If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

### (D) Regulations of HUD Secretary

In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Note and the Security Instrument do not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

**(E) Mortgage Not Insured**

Borrower agrees that if the Security Instrument and this Note are not determined to be eligible for insurance under the National Housing Act within **60 DAYS** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by the Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 DAYS** from the date hereof, declining to insure the Security Instrument and this Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**8. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**9. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**10. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

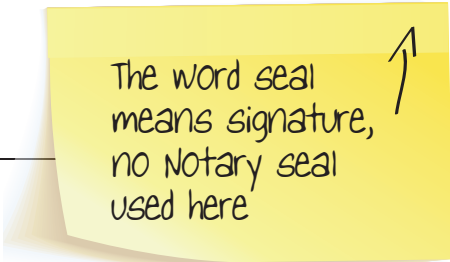
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 4 of this Note.

\_\_\_\_\_  
RICHARD WILLIAM ROGERS (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*

Also known as the security instrument

Critical Document

Recording Requested By:  
TRISTAR FINANCE GROUP

And After Recording Return To:  
TRISTAR FINANCE GROUP  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 90025  
Loan Number: 1234567890

Requires notarization

Present with note

[Space Above This Line For Recording Data]

### DEED OF TRUST

MIN: 1234567890-123456778

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated MARCH 13, 20XX, together with all Riders to this document.
- (B) "Borrower" is RICHARD WILLIAM ROGERS, AN UNMARRIED MAN

check to make sure all blanks are filled in

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is TRISTAR FINANCE GROUP

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA  
Lender's address is 1000 MAIN STREET, LOS ANGELES, CALIFORNIA 91301

(D) "Trustee" is STALLWART TITLE OF MODESTO  
5555 CASANDRA BLVD. SUITE 2, MODESTO, CALIFORNIA 95822

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated MAY 1, 20XX  
The Note states that Borrower owes Lender TWO HUNDRED FIVE THOUSAND, SIX HUNDRED THIRTY ONE AND 00/100 Dollars (U.S. \$205, 631.00) plus interest.

Borrower: \_\_\_\_\_

Make sure all 14 pages are there

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2043

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

If any boxes are checked, make sure the riders are in the package

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's

**Borrower:** \_\_\_\_\_

covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of STANISLAUS :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 10, BLOCK 55555 OF VILLAGE HIGHLANDS PHASE III, AS PER MAP FILED DECEMBER 9, 19XX IN VOLUME 02 OF MAPS, PAGE 55 STANISLAUS COUTY RECORDS.

A.P.N.: 0088-002-155  
which currently has the address of 8624 OAKLAWN AVENUE [Street]  
MODESTO, California 95355 ("Property Address")  
[City] [Zip Code]

may be filled in or may refer to exhibit 'A', a separate document

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not

**Borrower:** \_\_\_\_\_

obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

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shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

**Borrower:** \_\_\_\_\_

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether

**Borrower:** \_\_\_\_\_

or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires

**Borrower:** \_\_\_\_\_

otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**Borrower:** \_\_\_\_\_

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action

**Borrower:** \_\_\_\_\_

required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**Borrower:** \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

\_\_\_\_\_  
RICHARD WILLIAM ROGERS (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

Witness:

**\*TENNESSEE PROPERTIES DO NOT REQUIRE WITNESSES**

\_\_\_\_\_

\_\_\_\_\_

state and county where signing appointment takes place

[Space Below This Line For Acknowledgment]

State of California )  
County of \_\_\_\_\_ ) ss.

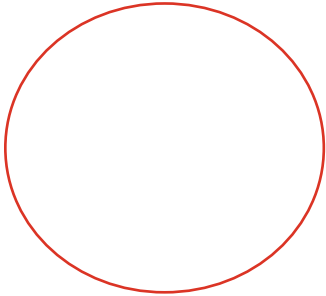
On \_\_\_\_\_ before me, Notary's name, Notary Public

personally appeared RICHARD WILLIAM ROGERS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



NOTARY SEAL

NOTARY SIGNATURE \_\_\_\_\_

↑ Typed means printed

\* Tennessee require the notaries expiration date to be on acknowledgements



Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

\_\_\_\_\_  
RICHARD WILLIAM ROGERS -Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
-Borrower (Seal)

## OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF STANISLAUS )

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared  
RICHARD WILLIAM ROGERS

(the "Borrower"),

who upon being duly sworn on oath, certified as follows:

1. **Material Inducement:** Borrower understands and agrees that the statements contained herein are given as a material inducement to TRISTAR FINANCE GROUP, INC  
(the "Lender"),  
and Lender is relying upon such statements, to make a mortgage loan (the "Loan") to Borrower, repayment of which is secured by a Mortgage, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355

(the "Property").

2. **Occupancy:** [check one box only]

**Principal Residence.** Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence for at least one (1) year from the date that Borrower first occupies the Property. However, Borrower will not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if Lender agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.

**Second Home.** Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**Investment.** The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.

3. **Financial Status:** Borrower understands that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the residential mortgage loan application given by Borrower to Lender (the "Loan Application"). Borrower hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower's financial status (such as Borrower's employment, income, available cash, debts, expenses, credit obligations, and the like), has not changed significantly and that such information accurately reflects Borrower's current financial status. Borrower certifies further that Borrower has not received a layoff notice or otherwise have knowledge of a pending layoff, and Borrower, to the best of Borrower's knowledge and belief, is unaware of any events or circumstances in the foreseeable future that would impair or have an adverse effect on Borrower's ability to fulfill Borrower's Loan obligations, including, but not limited to Borrower's obligation to make required periodic payments.

4. **False, Misleading or Inaccurate Statements:** Borrower understands that Borrower will be in default under the terms of the Security Instrument if, during the application process for the Loan, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, representations concerning Borrower's occupancy of the Property and Borrower's financial status. Borrower understands further that any intentional or negligent misrepresentation(s) of the information contained in, or made in connection with, the Loan Application may result in severe civil and/or criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which Borrower has made on or in connection with the Loan Application.

LoanNumber: 1234567890

Borrower RICHARD WILLIAM ROGERS Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

If state is incorrect - draw one line through, write correct state & initial

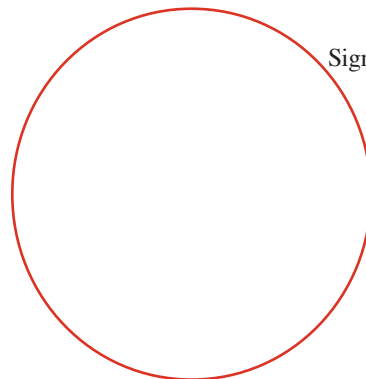
State of CALIFORNIA

County of

Subscribed and sworn to (or affirmed) before me on this day of , by RICHARD WILLIAM ROGERS

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)



Signature

### SIGNATURE AFFIDAVIT AND AKA STATEMENT

#### SIGNATURE AFFIDAVIT

I, RICHARD WILLIAM ROGERS  
this is my true and correct signature:

RICHARD WILLIAM ROGERS  
Borrower

\_\_\_\_\_  
Sample Signature

#### AKA STATEMENT

I, RICHARD WILLIAM ROGERS  
further certify that I am also known as:

RICHARD WILLIAM ROGERS  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

RICHARD ROGERS  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

RICK ROGERS  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

RICK W. ROGERS  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

RW ROGERS  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

RICKY ROGERS  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

R WILLY ROGERS  
Name Variation (Print)

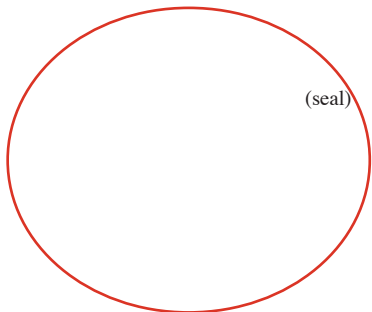
\_\_\_\_\_  
Sample Signature (Variation)

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
by RICHARD WILLIAM ROGERS

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(seal)

Signature \_\_\_\_\_

Date Prepared: February 12, 20XX

**LIMITED POWER OF ATTORNEY**

The Undersigned hereby appoints TRISTAR FINANCE GROUP and/or its assignees, to be my attorney in fact/Agent (hereinafter referred to as Agent), to act for me only as to the matters stated below.

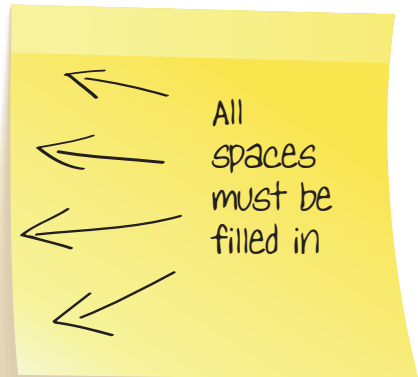
Loan Number: 1234567890

Property Address: 8624 Oaklawn Avenue, MODESTO, CA 95355

Legal Description: REFER TO SECURITY INSTRUMENT

Document Date: February 12, 20XX

Borrower Name: Richard William Rogers



**POWERS:**

In the event a clerical or typographical error is discovered on any document pertaining to this transaction, my agent and/or assignees, is hereby authorized to correct any clerical or typographical error and to initial, sign, seal and deliver as my act, any instrument to which my agent determines to be necessary to effectuate the correction. Specifically, my agent may make a correction limited to the matters stated below on an original document, and is authorized to rerecord that original document where appropriate. The undersigned declares that any and all corrections made by my agent shall be as valid as if they had been initialed, signed and delivered by me personally. The undersigned ratifies whatsoever my said agent shall lawfully do or cause to be done in the correction of clerical and typographical errors as limited below.

**LIMITATIONS:**

My agent is authorized to correct clerical and typographical errors as to the names of the parties to this transaction; the legal description; county or street address of the real property which is the subject of this transaction; and the date of any document.

My agent is not authorized to make any changes or corrections as to the interest rate stated on the deed of trust or promissory notes; the amount of principal indebtedness stated on the deed of trust or promissory note; or the amount of consideration on the Deed.

This Power of Attorney is made of my own free will for the purpose of facilitating necessary corrections. The undersigned understands that signing this Power of Attorney is not mandatory.

Borrower: RICHARD WILLIAM ROGERS \_\_\_\_\_ Date \_\_\_\_\_

\*This doc is so, IF there are any clerical errors in the documents the signer is giving LPOA for clerical corrections in the documents only. This is not for notary or signer errors - it's for clerical errors in the documents.

**LIMITED POWER OF ATTORNEY**

ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

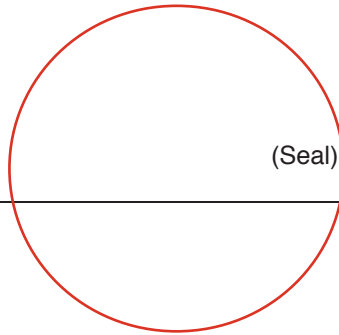
On \_\_\_\_\_ before me, \_\_\_\_\_ Notary's name, Notary Public  
(here insert name and title of the officer)

personally appeared

RICHARD WILLIAM ROGERS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)

### COMPLIANCE AGREEMENT

STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF STANISLAUS )

Loan Number: 1234567890

Seller(s):

Lender: TRISTAR FINANCE GROUP, INC

Borrower(s): RICHARD WILLIAM ROGERS

Property: 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355

The undersigned borrower(s) for and in consideration of the above referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to, an investor, Fannie Mae, Freddie Mac, Federal Housing Authority, the Department of Veterans Affairs or any municipal bonding authority.

The undersigned borrower(s) agree(s) to comply with all above noted requests by Lender or Closing Agent for Lender within 5 days from the date of mailing said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses, for failing to comply with correction requests in such 5 day time period.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale or conveyance by Lender or its interest in and to said loan documentation.

Dated effective .

RICHARD WILLIAM ROGERS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

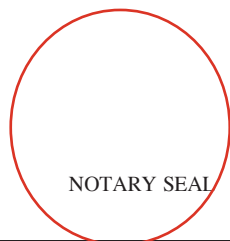
On \_\_\_\_\_ before me Notary's name, Notary Public  
personally appeared Richard William Rogers (signer's name)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
(Typed Name of Notary)



## 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" 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 whose 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 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 there is a co-borrower listed, they both need to sign here

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									
Mortgage Applied for: <input type="checkbox"/> VA <input type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):			Agency Case Number			Lender Case Number			
<input checked="" type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service			000-5555555-000			1234567890			
Amount		Interest Rate		No. of Months		Amortization Type:			
\$205,631.00		3.250 %		360		<input checked="" 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	
8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355								1	
Legal Description of Subject Property (attach description if necessary)								Year Built	
LOT 10, BLOCK 55555 OF VILLAGE HIGHLANDS PHASE III, AS PER MAP FILED DECEMBER 9, 19XX IN VOLUME 02 OF MAPS, PAGE 55 STANISLAUS COUNTY RECORDS.								2000	
Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):					Property will be:				
<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent					<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment				
<i>Complete this line if construction or construction-permanent loan.</i>									
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)				
	\$	\$	\$	\$	\$				
<i>Complete this line if this is a refinance loan.</i>									
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made				
2000	\$168,000.00	\$203,000.00	Change In Rate Term	Cost: \$					
Title will be held in what Name(s)					Manner in which Title will be held			Estate will be held in:	
RICHARD WILLIAM ROGERS					To be determined in escrow			<input checked="" type="checkbox"/> Fee Simple	
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)					<input type="checkbox"/> Leasehold (show expiration date)				
III. BORROWER INFORMATION									
Borrower					Co-Borrower				
or Sr. if applicable) RICHARD WILLIAM ROGERS					Co-Borrower's Name (include Jr. or Sr. 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		
.....	(209) 555-5555	09/05/1966	12						
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)		Dependents (not listed by Co-Borrower)			<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)		Dependents (not listed by Borrower)		
<input type="checkbox"/> Separated		no. 0 ages			<input type="checkbox"/> Separated		no. ages		
Present Address (street, city, state, ZIP) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <u>12</u> No. Yrs.					Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ____ No. Yrs.				
8624 OAKLAWN AVENUE MODESTO, CA 95355									
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)  Own  Rent \_\_\_\_ No. Yrs.      Former Address (street, city, state, ZIP)  Own  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		
Turn-Key Transportation Inc 4029 Leckron Road Modesto, CA 95357	21 yrs 6 mos				
	Yrs. employed in this line of work/profession		Yrs. employed in this line of work/profession		
	21				
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		
Fleet Property Manager	(555) 555-5555				

**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)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ .00	\$	\$ .00	Rent	\$	
Overtime				First Mortgage (P&I)	969.23	\$ 894.92
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	77.00	48.33
Dividends/Interest				Real Estate Taxes	196.65	196.65
Net Rental Income				Mortgage Insurance	195.48	200.25
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
<b>Total</b>	<b>\$ .00</b>	<b>\$</b>	<b>\$ .00</b>	<b>Total</b>	<b>\$ 1,438.36</b>	<b>\$ 1,340.15</b>

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

**Describe Other Income**

**Notice:** Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

**VI. ASSETS AND LIABILITIES**

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		Monthly Payment & Months Left to Pay	Unpaid Balance
Description			<b>Liabilities and Pledged Assets.</b> 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.			
Cash deposit toward purchase held by:		\$				
<i>List checking and savings accounts below</i>						
Name and address of Bank, S&L, or Credit Union CHASE PO BOX 555555, SAN ANTONIO, TX 78265			Name and address of Company QUICKEN LOANS		\$ Payment/Months 1,438.00 * 142	\$ 203,929.00
Acct. no. 55544444	\$	2,112.26	Acct. no. 8673304839629			
Name and address of Bank, S&L, or Credit Union CHASE PO BOX 555555, SAN ANTONIO, TX 78265			Name and address of Company THE GOLDEN 1 CREDIT UN		\$ Payment/Months 419.00 54	\$ 22,383.00
Acct. no. 44455555	\$	1,700.77	Acct. no. 136771601			
Name and address of Bank, S&L, or Credit Union			Name and address of Company CHASE		\$ Payment/Months 158.00 R	\$ 7,556.00
Acct. no.	\$		Acct. no. 4388576048210002			
Name and address of Bank, S&L, or Credit Union			Name and address of Company KOHLS/CAPONE		\$ Payment/Months 25.00 R	\$ 259.00
Acct. no.	\$		Acct. no. 6393050455483016			

VI. ASSETS AND LIABILITIES (cont' d)				
Stocks & Bonds (Company name/number & description)	\$	Name and address of Company	\$ Payment/Months	\$
		Acct. no.		
Life Insurance net cash value	\$	Name and address of Company	\$ Payment/Months	\$
Face amount: \$				
<b>Subtotal Liquid Assets</b>	<b>\$ 3,813.03</b>			
Real estate owned (enter market value from schedule of real estate owned)	\$ 215,000.00			
Vested interest in retirement fund	\$			
Net worth of business(es) owned (attach financial statement)	\$	Acct. no.		
Automobiles owned (make and year)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
Other Assets (itemize)	\$	Job-Related Expense (child care, union dues, etc.)	\$	
		<b>Total Monthly Payments</b>	<b>\$ 602.00</b>	
<b>Total Assets a.</b>	<b>\$ 218,813.03</b>	<b>Net Worth (a minus b)</b>	<b>\$ 188,615.03</b>	<b>Total Liabilities b.</b> \$ 30,198.00

**Schedule of Real Estate Owned** (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
3321 Southgrove Ave, Modesto, CA 95355	SFR	\$ 215,000.00	\$ 203,405.00	\$	\$ 969.00	\$ 469.00	\$ 0.00
	Totals	\$ 215,000.00	\$ 203,405.00	\$	\$ 969.00	\$ 469.00	\$ 0.00

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

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS				
a. Purchase price	\$ .00	<b>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</b>  (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.)	Borrower		Co-Borrower	
b. Alterations, improvements, repairs	.00		Yes	No	Yes	No
c. Land (if acquired separately)			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Refinance (incl. debts to be paid off)	203,929.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Estimated prepaid items	1,800.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Estimated closing costs	1,583.19		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. PMI, MIP, Funding Fee	3,536.66		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Discount (if Borrower will pay)						
i. Total costs (add items a through h)	210,848.85					
		<b>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</b>				
j. Subordinate financing	0.00	Borrower	Co-Borrower			
k. Borrower's closing costs paid by Seller	.00	Yes	No	Yes	No	
l. Other Credits (explain) OTHER	1,102.01 1,028.16	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	202,095.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
n. PMI, MIP, Funding Fee financed	3,536.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
o. Loan amount (add m & n)	205,631.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
p. Cash from/to Borrower (subtract j, k, l & o from i)	3,087.68	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		j. Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No k. Are you a permanent resident alien? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No l. <b>Do you intend to occupy the property as your primary residence?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," complete question m below. m. Have you had an ownership interest in a property in the last three years? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)? <input type="checkbox"/> PR (2) How did you hold title to the home - by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? <input type="checkbox"/> S				

**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 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 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.

Acknowledgment 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	

**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 checked="" 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 checked="" 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 checked="" type="checkbox"/> Female <input type="checkbox"/> Male		<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	
<b>To be Completed by Loan Originator:</b> This information was provided: <input type="checkbox"/> In a face-to-face interview <input checked="" type="checkbox"/> In a telephone interview <input type="checkbox"/> By the applicant and was submitted by fax or mail <input type="checkbox"/> By the applicant and submitted via e-mail or the Internet			
Loan Originator's Signature <b>X</b>		Date	
Loan Originator's Name (print or type) Amir Kumar	Loan Originator Identifier 333333	Loan Originator's Phone Number (including area code) (916) 555-5555	
Loan Origination Company's Name Property Financial Center Inc - Roseville, CA	Loan Origination Company Identifier 123456	Loan Origination Company's Address 555 55TH ST STE 208, MODESTO, CALIFORNIA 95816	

**CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark <b>B</b> for Borrower or <b>C</b> for Co-Borrower	Borrower: RICHARD WILLIAM ROGERS	Agency Case Number: 000-5555555-000
	Co-Borrower:	Lender Case Number: 1234567890

Additional Names under which credit has been received

Alternate Name	Creditor Name	Account Number

**Under California Civil Code 1812.30(j) "Credit applications for the obtainment of money, goods, labor, or services shall clearly specify that the applicant, if married, may apply for a separate account."**

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>	

Read instructions carefully

Loan Number: 1234567890

Lender: TRISTAR FINANCE GROUP, INC

**USA PATRIOT ACT  
CUSTOMER IDENTIFICATION VERIFICATION  
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

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.

**INSTRUCTIONS TO INDIVIDUAL COMPLETING THIS VERIFICATION**

The named individual must present at least two (2) forms of identifying documents for review; at least one (1) of the identifying documents must be an unexpired government-issued document bearing a photograph of the named individual. Other identifying documents not specifically listed below must, at a minimum, bear the individual's name. Examples of other acceptable identifying documents include:

Current government-issued visa; Medicare card; student identification card; voter registration card; recent property tax or utility bill; most recent W-2 or signed federal or state tax returns; bank statements; and proof of car/house/renter's insurance coverage. Please contact the above-named Lender if you have any questions regarding the acceptability of any identifying document.

Borrower's Name: RICHARD WILLIAM ROGERS Date of Birth: SEPTEMBER 5, 1966

Residential or  Business Address:\* 8624 OAKLAWN AVENUE  
MODESTO, CA 95355

Taxpayer Identification Number (SSN):\*\* 555-55-5555

Identifying Documents	Place of Issuance	ID Number	Date of Birth	Issue/Expiration Date(s)	Photo?
<input type="checkbox"/> State/Foreign Driver's License					<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> State/Foreign ID Card					<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> U.S./Foreign Passport					<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Military ID					<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Resident Alien Card					<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Social Security Card					
<input type="checkbox"/> Birth Certificate					
<input type="checkbox"/> Other:					<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Other:					<input type="checkbox"/> Yes <input type="checkbox"/> No

The Signing Agent will complete this section with applicable ID info

\*For an individual without a residential or business address, provide an APO or FPO box number, or the residential or business address of next of kin or another contact person.

\*\*For non-U.S. persons without a tax identification number, provide a passport number and country of issuance; an alien identification card number, or the number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

**ADDITIONAL COMMENTS**

(e.g., please note any discrepancies in the borrower's identifying documents): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

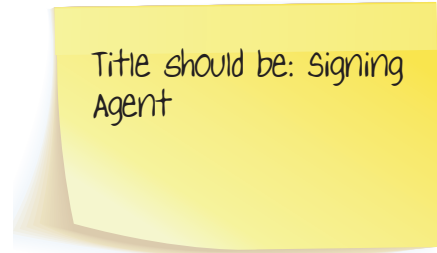
**CERTIFICATION**

I, the undersigned, hereby certify that: (i) I have personally examined the identifying documents indicated above presented to me by the named individual, (ii) I have accurately recorded the information appearing in the identifying documents I examined, and (iii) except as may be indicated above, each of the indicated identifying documents appears to be genuine, the information contained in the identifying documents is consistent in all respects with the information provided by the named individual, and, where applicable, the photograph appears to be that of the named individual.



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

\_\_\_\_\_  
Name and Title



## BORROWER'S CERTIFICATION AND AUTHORIZATION

### CERTIFICATION

The undersigned certify the following:

1. I/We have applied for a mortgage loan from TRISTAR FINANCE GROUP, INC. ("Lender").  
INC. In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.
2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.
4. I/We provided Lender with verbal and/or written authorization to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references in connection with my/our application for this loan.

### AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Lender and to any investor to whom you may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. I/We further authorize Lender to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references.
4. Lender or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application.
5. A copy of this authorization may be accepted as an original.
6. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) to their requests in connection with your mortgage loan application is appreciated.
7. Mortgage guaranty insurer (if any):  
N/A

**Right of Financial Privacy Act of 1978 Notice-** The Department of Housing and Urban Development (HUD) and the Department of Veterans Affairs (VA) have the right to access financial information held by a financial institution in determining whether to qualify a prospective applicant under their respective loan programs. If you are applying for HUD or VA loan, your financial records will be made available to the requesting government agency without further notice to or authorization from you; such financial information will not be disclosed or released outside the requesting agency except as required or permitted by law. Prior to the time that your financial records are disclosed, you may revoke this authorization at any time; however, your refusal to provide the information may cause your application to be delayed or rejected. If you believe that your financial records have been disclosed improperly, you may have legal rights under the Right to Financial Privacy Act of 1978 (12 USC 3400 *et seq.*).

<u>Borrower</u> RICHARD WILLIAM ROGERS	<u>Date</u>	<u>555-55-5555</u>	<u>Social Security Number</u>
<u>Borrower</u>	<u>Date</u>	<u>Social Security Number</u>	
<u>Borrower</u>	<u>Date</u>	<u>Social Security Number</u>	
<u>Borrower</u>	<u>Date</u>	<u>Social Security Number</u>	
<u>Borrower</u>	<u>Date</u>	<u>Social Security Number</u>	
<u>Borrower</u>	<u>Date</u>	<u>Social Security Number</u>	

Make sure SSN is there

Form **4506-T**

(Rev. January 2012)

Department of the Treasury  
Internal Revenue Service

**Request for Transcript of Tax Return**

▶ **Request may be rejected if the form is incomplete or illegible.**

OMB No. 1545-1872

**Tip:** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. 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.

1a Name shown on tax return. If a joint return, enter the name shown first. <b>RICHARD WILLIAM ROGERS</b>	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) <b>555-55-5555</b>
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions) <b>RICHARD WILLIAM ROGERS 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355</b>	
4 Previous address shown on the last return filed if different from line 3 (See instructions)	
5 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. <b>TRISTAR FINANCE, INC., 1000 MAIN STREET LOS ANGELES, CALIFORNIA 91301</b>	

Have borrower confirm all information is accurate

**Caution:** If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

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. ▶ 1040

a **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. 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 provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. 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. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. 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 2010, filed in 2011, will not be available from the IRS until 2012. 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. 12/31/20XX 12/31/20XX

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return

**Caution.** Do not sign this form unless all applicable lines have been completed.

**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. **Note:** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

<b>Sign Here</b>	▶ _____	Phone number of taxpayer on line 1a or 2a <b>(555) 555-5555</b>
	▶ <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

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about Form 4506-T at [www.irs.gov/v/form4506](http://www.irs.gov/v/form4506). Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

**General Instructions**

**CAUTION.** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note.** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**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, or the state your business was 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.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

**Automated transcript request.** You can quickly request transcripts by using our automated self help-service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

**Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)**

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301  512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888  559-456-5876
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999  816-292-6102

**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, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O.Box 9941 Mail Stop 6734 Ogden, UT 84409  801-620-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O.Box 145500 Stop 2800 F 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) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note.** If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

**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 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

**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. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations 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, the District of Columbia, and U.S. commonwealths and possessions 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:

Internal Revenue Service  
Tax Products Coordinating Committee  
SEW:CARMPT:M:S  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224  
Do not send the form to this address. Instead, see *Where to file* on this page.

Loan Number: 1234567890

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do  
not send to the  
IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>RICHARD WILLIAM ROGERS</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>8624 OAKLAWN AVENUE</b>	Requester's name and address (optional) <b>TRISTAR FINANCE GROUP, INC 1000 MAIN STREET</b>
	City, state, and ZIP code <b>MODESTO, CALIFORNIA 95355</b>	<b>LOS ANGELES, CALIFORNIA 91301</b>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>
555-55-5555

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Employer id</b>
--------------------

Have borrower confirm information is accurate and complete

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued).
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividend income, and I am not a U.S. citizen or other U.S. person (defined below).
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate) or
- A domestic trust (as defined in Regulations section 301.7701-7).

Check for possible initial lines at bottom of document

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding."

Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on this page.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

- The following payees are exempt from backup withholding:
1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for. . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 3), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4 and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 5, below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporate or LLC electing corporate status on Form 8832 or Form 2553	The corporation The organization
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

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### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Loan Number: 1234567890

**HUD/VA Addendum to Uniform Residential Loan Application**

OMB Approval No.VA: 2900-0144  
 HUD: 1234-1234 (exp. 02/28/20 XX)

<b>Part I - Identifying Information</b> (mark the type of application)		2. Agency Case No. (include any suffix)	3. Lender's Case No.	4. Section of the Act (for HUD cases)
1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input checked="" type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		000-555555-000	1234567890	203B
5. Borrower's Name & Present Address (include zip code) RICHARD WILLIAM ROGERS 8624 OAKLAWN AVENUE MODESTO, CALIFORNIA 95355		7. Loan Amount (include the UFMP if for HUD or Funding Fee if for VA) \$ 205,631.00	8. Interest Rate 3.250 %	9. Proposed Maturity 30 yrs. mos.
6. Property Address (including name of subdivision, lot & block no. & zip code) 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355		10. Discount Amount (only if borrower is permitted to pay) \$ 3,536.66	11. Amount of Up Front Premium \$ 200.25 /mo.	12b. Term of Monthly Premium 63 months
		13. Lender's I.D. Code 2294400215	14. Sponsor/Agent I.D. Code 2294400215	
15. Lender's Name & Address (include zip code) TRISTAR FINANCE GROUP, INC 1000 MAIN STREET LOS ANGELES, CALIFORNIA 91301		16. Name & Address of Sponsor/Agent TRISTAR FINANCE GROUP, INC 1000 MAIN STREET LOS ANGELES, CALIFORNIA 91301		
		17. Lender's Telephone Number (555) 555-5555		

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

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

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

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

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

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

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

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

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

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

Signature of Officer of Lender	Title of Officer of Lender	Date (mm/dd/yyyy)

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

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

**Privacy Act Information.** The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN. HUD and/or VA may conduct a computer match to verify the information you provide. HUD and/or VA may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or VA, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside VA or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

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

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

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

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

I am the individual to whom the Social Security number was issued or that person's legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

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

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

<u>Signature(s) of Borrower(s)</u>	<u>Date Signed</u>	<u>Signature(s) of Co-Borrower(s)</u>	<u>Date signed</u>

**Part V - Borrower Certification**

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

22d. Address

\_\_\_\_\_

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

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

**23. Complete for VA-Guaranteed Mortgage.** Have you ever had a VA home Loan?  Yes  No

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

**25. I, the Undersigned Borrower(s) Certify that:** (1) I have read and understand the foregoing concerning my liability on the loan

and Part III Notices to Borrowers.

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

- (a)** I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.
- (b)** My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.
- (c)** I previously occupied the property securing this loan as my home. (for interest rate reductions)
- (d)** While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)  
**Note:** If box **2b** or **2d** is checked, the veteran's spouse must also sign below.
- (3)** Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$ N/A ) is:
  - the reasonable value of the property as determined by VA or;
  - the statement of appraised value as determined by HUD/FHA.  
**Note:** If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value", mark either item (a) or item (b), whichever is applicable.
- (a)** I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment;

- (b)** I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.
- (4)** Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.
- (5)** All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.
- (6) For HUD Only** (for properties constructed prior to 1978) I have received information on lead paint poisoning.
  - Yes  Not Applicable
- (7) I am aware that neither HUD/FHA nor VA warrants the condition or value of the property.**

Signature(s) of Borrower(s) -- <b>Do not sign</b> unless this application is fully completed.	Read the certifications carefully & review accuracy of this application.
Signature(s) of Borrower(s) <span style="float: right;">Date Signed</span>	Signature(s) of Co-Borrower(s) <span style="float: right;">Date Signed</span>

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

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

U.S. Department of Housing and Urban Development

<b>Part I - Identifying Information</b> (mark the type of application)		2. Agency Case No. (include any suffix)	3. Lender's Case No.	4. Section of the Act (for HUD cases)
1. <input checked="" type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		000-555555-000	1234567890	203B
5. Borrower's Name & Present Address (include zip code) RICHARD WILLIAM ROGERS 8624 OAKLAWN AVENUE MODESTO, CALIFORNIA 95355		7. Loan Amount (include the UFMIP) \$205,631.00	8. Interest Rate 3.250 %	9. Proposed Maturity 30 yrs. mos.
6. Property Address (including name of subdivision, lot & block no. & zip code) 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355		10. Discount Amount (only if borrower is permitted to pay) \$ 3,536.66	11. Amount of Up Front Premium \$ 200.25 /mo.	12b. Term of Monthly Premium 63 months
		13. Lender's I.D. Code 123456789	14. Sponsor/Agent I.D. Code 2345678999	
15. Lender's Name & Address (include zip code)  TRISTAR FINANCE GROUP, INC 1000 MAIN STREET LOS ANGELES, CALIFORNIA 91301		16. Name & Address of Sponsor/Agent TRISTAR FINANCE GROUP, INC 1000 MAIN STREET LOS ANGELES, CALIFORNIA 91301		
<b>Type or Print all entries clearly</b>		17. Lender's Telephone Number (555) 555-5555		
<b>Sponsored Originations</b>	Name of Loan Origination Company Property Financial Center Inc - Roseville, CA	Tax ID of Loan Origination Company 55-0000000	NMLS ID of Loan Origination Company 123456	

**Approved:** Approved subject to the additional conditions stated below, if any.  
 Date Mortgage Approved FEBRUARY 13, 2013 Date Approval Expires MARCH 1, 20XX

<input type="checkbox"/> <b>Modified &amp; Approved as follows:</b>	Loan Amount (include UFMIP) \$	Interest Rate %	Proposed Maturity Yrs. Mos	Monthly Payment \$	Amount of Up Front Premium \$	Amount of Monthly Premium \$	Term of Monthly Premium months
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**Additional Conditions:**

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

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

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

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

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

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

Initial: \_\_\_\_\_  
 form HUD-92900-A (09/2010)  
 VA Form 26-1802a

**Borrower's Certificate:**

The undersigned certifies that:

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

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**Borrower(s) Signature(s) & Date**

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**Lender's Certificate:**

The undersigned certifies that to the best of its knowledge:

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

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

Lender's Name <b>TRISTAR FINANCE GROUP, INC</b>		<b>Note:</b> If the approval is executed by an agent in the name of lender, the agent must enter the lender's code number and type.	
Title of Lender's Officer			
Signature of Lender's Officer	Date	Code Number (5 digits)	Type



TRISTAR FINANCE GROUP, INC  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 91301

Loan Number: 1234567890

## SERVICING DISCLOSURE STATEMENT

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

Date: MARCH 13, 20XX

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Check the appropriate box under "Servicing Transfer Information."

#### SERVICING TRANSFER INFORMATION

We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.

or

We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.

or

The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

### NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from **TRISTAR FINANANCE GROUP**.  
to **JPMORGAN CHASE BANK, N.A., P.O. BOX 8000, MONROE, LA 71211**,  
effective **APRIL 1, 20XX**

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. In this case, all necessary information is combined in this one notice.

Your present servicer is **TRISTAR FINANCE GROUP**  
If you have any questions relating to the transfer of servicing from your present servicer call **(555) 555-5555**  
between **8:30 a.m. and 5:00p.m.** on the following days: **MONDAY - FRIDAY**  
This is a  toll-free or  collect call number.

Your new servicer will be **JPMORGAN CHASE BANK, N.A. C/O CHASE HOME FINANCE, LLC**  
The business address for your new servicer is: **P.O. BOX 79046, PHOENIX, ARIZONA 85062-9046**

The  toll-free or  collect call telephone number of your new servicer is **(800) 888-8888**  
If you have any questions relating to the transfer of servicing to your new servicer call **CUSTOMER RESEARCH**  
at **(800) 848-0000** between **7:00 a.m.**  
and **7:00 p.m.** on the following days: **MONDAY - FRIDAY**

The date that your present servicer will stop accepting payments from you is **APRIL 1, 2010**  
The date that your new servicer will start accepting payments from you is **APRIL 1, 2010**  
Send all payments due on or after that date to your new servicer.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

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.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, 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 your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

**JPMORGAN CHASE BANK, N.A. C/O CHASE HOME FINANCE, LLC**  
**P.O. BOX 77777, PHOENIX, ARIZONA 85060**

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and 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. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

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

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. You should seek legal advice if you believe your rights have been violated.

#### BORROWER ACKNOWLEDGMENT

I/We have read this disclosure form, and understand its contents, as evidenced by my/our loan signature(s) below.

Borrower RICHARD WILLIAM ROGERS Date \_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_

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

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

## PAYOFF SCHEDULE

**Loan No.:** 1234567890

**Borrower(s):** RICHARD WILLIAM ROGERS

The following accounts must be paid off through escrow as a condition of the attached loan approval:

PAYOFF to QUICKEN LOANS	203,929.00
-------------------------	------------

TOTAL:	203,929.00
--------	------------

RICHARD WILLIAM ROGERS

Save this Loan Estimate to compare with your Closing Disclosure.

## Loan Estimate

DATE ISSUED 3/13/20XX  
 APPLICANTS Richard Williams Rogers  
 8624 Oaklawn Ave.  
 Modesto, CA 95355  
 PROPERTY 8624 Oaklawn Ave., Modesto, CA 95355  
 SALE PRICE \$280,000

LOAN TERM 30 years  
 PURPOSE Refinance  
 PRODUCT Fixed Rate  
 LOAN TYPE  Conventional  FHA  VA  \_\_\_\_\_  
 LOAN ID # \_\_\_\_\_  
 RATE LOCK  NO  YES, until 4/16/20XX at 5:00 pm. EDT  
*Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/20XX at 5:00 p.m. EDT*

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$205,631.00	NO
Interest Rate	3.25%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$894.92	NO
<b>Does the loan have these features?</b>		
Prepayment Penalty	NO	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1–4	Years 5–30
Principal & Interest	\$894.92	\$894.92
Mortgage Insurance	+ 82	+ —
Estimated Escrow <i>Amount can increase over time</i>	\$445.23	\$445.23
<b>Estimated Total Monthly Payment</b>	<b>\$1,340.15</b>	<b>\$1,340.15</b>
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time</i>	\$445.23 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>
		<b>In escrow?</b> YES YES

Costs at Closing	
Estimated Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – _____ in Lender Credits. <i>See page 2 for details.</i>
Estimated Cash to Close	\$2,555.92 Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i> <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

Visit [www.consumerfinance.gov/mortgage-estimate](http://www.consumerfinance.gov/mortgage-estimate) for general information and tools.





## Good Faith Estimate (GFE)

Name of Originator	Tristar Financial Corp	Borrower	Richard William Rogers
Originator Address	1000 Main Street Los Angeles, CA 91301	Property Address	8624 Oaklawn Avenue, Modesto, CA 95355
Originator Phone Number	(310) 321-4567	Date of GFE	1/20/20XX
Originator Email	mortgagebroker@tristarfin.com		

### Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-in-Lending Disclosures*, and other consumer information at [www.hud.gov/respa](http://www.hud.gov/respa). If you decide you would like to proceed with this loan, contact us.

### Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

### Important dates

- The interest rate for this GFE is available through **1/20/2010 1:23 pm**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
- This estimate for all other settlement charges is available through **2/1/2010**.
- After you lock your interest rate, you must go to settlement within  days (your rate lock period) to receive the locked interest rate.
- You must lock the interest rate at least  days before settlement.

### Summary of your loan

Your initial loan amount is	\$ 205,631.00
Your loan term is	30 years
Your initial interest rate is	3.25 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 894.92 per month
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of %. The first change will be in .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$ . The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years.

### Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ **894.92**.

Do we require you to have an escrow account for your loan?

No, you do not have an escrow account. You must pay these charges directly when due.

Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

### Summary of your settlement charges

<b>A</b>	Your Adjusted Origination Charges (See page 2.)	\$ 3,310.00
<b>B</b>	Your Charges for All Other Settlement Services (See page 2.)	\$ 7,086.33
<b>A + B</b>	<b>Total Estimated Settlement Charges</b>	<b>\$ 10,396.33</b>

Understanding your estimated settlement charges

Some of these charges can change at settlement. See the top of page 3 for more information.

Your Adjusted Origination Charges										
<b>1. Our origination charge</b> This charge is for getting this loan for you.		\$0.00								
<b>2. Your credit or charge (points) for the specific interest rate chosen</b> <input type="checkbox"/> The credit or charge for the interest rate of [ ] % is included in "Our origination charge." (See item 1 above.) <input type="checkbox"/> You receive a credit of \$ [ ] for this interest rate of [ ] %. This credit <b>reduces</b> your settlement charges. <input type="checkbox"/> You pay a charge of \$ [ ] for this interest rate of [ ] %. This charge (points) <b>increases</b> your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.		\$5936.08								
<b>A</b> Your Adjusted Origination Charges		\$ 5936.08								
Your Charges for All Other Settlement Services										
<b>3. Required services that we select</b> These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: small;">Service</th> <th style="font-size: small;">Charge</th> </tr> </thead> <tbody> <tr> <td>Re-Appraisal Fee</td> <td style="text-align: right;">\$375.00</td> </tr> <tr> <td>Appraisal and Appraisal Review Fee</td> <td style="text-align: right;">\$415.00</td> </tr> <tr> <td>HOA Cert</td> <td style="text-align: right;">\$90.00</td> </tr> </tbody> </table>	Service	Charge	Re-Appraisal Fee	\$375.00	Appraisal and Appraisal Review Fee	\$415.00	HOA Cert	\$90.00		\$1078.16
Service	Charge									
Re-Appraisal Fee	\$375.00									
Appraisal and Appraisal Review Fee	\$415.00									
HOA Cert	\$90.00									
<b>4. Title services and lender's title insurance</b> This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.		\$3536.00								
<b>5. Owner's title insurance</b> You may purchase an owner's title insurance policy to protect your interest in the property.		\$0.00								
<b>6. Required services that you can shop for</b> These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: small;">Service</th> <th style="font-size: small;">Charge</th> </tr> </thead> <tbody> <tr> <td>Association Transfer Fee</td> <td></td> </tr> </tbody> </table>	Service	Charge	Association Transfer Fee			\$0.00				
Service	Charge									
Association Transfer Fee										
<b>7. Government recording charges</b> These charges are for state and local fees to record your loan and title documents.		\$110.00								
<b>8. Transfer taxes</b> These charges are for state and local fees on mortgages and home sales.		\$1,179.90								
<b>9. Initial deposit for your escrow account</b> This charge is held in an escrow account to pay future recurring charges on your property and includes <input checked="" type="checkbox"/> all property taxes, <input type="checkbox"/> all insurance, and <input checked="" type="checkbox"/> other [HO6 Insurance].		\$2,011.50								
<b>10. Daily interest charges</b> This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ [28.36] per day for [11] days (if your settlement is [2/12/2010]).		\$256.33								
<b>11. Homeowner's insurance</b> This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: small;">Policy</th> <th style="font-size: small;">Charge</th> </tr> </thead> <tbody> <tr> <td>HO6 Insurance</td> <td></td> </tr> </tbody> </table>	Policy	Charge	HO6 Insurance			\$241.65				
Policy	Charge									
HO6 Insurance										
<b>B</b> Your Charges for All Other Settlement Services		\$ 8,838.54								
<b>A + B</b> Total Estimated Settlement Charges		\$ 9227.12								



## Instructions

### Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
<ul style="list-style-type: none"> <li>■ Our origination charge</li> <li>■ Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate)</li> <li>■ Your adjusted origination charges (after you lock in your interest rate)</li> <li>■ Transfer taxes</li> </ul>	<ul style="list-style-type: none"> <li>■ Required services that we select</li> <li>■ Title services and lender's title insurance (if we select them or you use companies we identify)</li> <li>■ Owner's title insurance (if you use companies we identify)</li> <li>■ Required services that you can shop for (if you use companies we identify)</li> <li>■ Government recording charges</li> </ul>	<ul style="list-style-type: none"> <li>■ Required services that you can shop for (if you do not use companies we identify)</li> <li>■ Title services and lender's title insurance (if you do not use companies we identify)</li> <li>■ Owner's title insurance (if you do not use companies we identify)</li> <li>■ Initial deposit for your escrow account</li> <li>■ Daily interest charges</li> <li>■ Homeowner's insurance</li> </ul>

### Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate**.
- If you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges**.

If you would like to choose an available option, you must ask us for a new GFE.

*Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.*

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 205,631.00	\$ 205,631.00	\$ 205,631.00
Your initial interest rate <sup>1</sup>	3.25 %	%	%
Your initial monthly amount owed	\$ 814.00	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ <b>more</b> every month	You will pay \$ <b>less</b> every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be <b>reduced</b> by \$	Your settlement charges will <b>increase</b> by \$
How much your total estimated settlement charges will be	\$ 10,396.33	10,396.33	\$

<sup>1</sup> For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

### Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name				
Initial loan amount	\$205,631.00			
Loan term	30 years			
Initial interest rate	3.250%			
Initial monthly amount owed	\$894.92			
Rate lock period				
Can interest rate rise?	No			
Can loan balance rise?	No			
Can monthly amount owed rise?	No			
Prepayment penalty?	No			
Balloon payment?	No			
<b>Total Estimated Settlement Charges</b>	<b>\$9227.12</b>			

### If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.



FROM: TRISTAR FINANCE GROUP, INC  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 91301  
Phone: (555) 555-5555  
TO: STALLWART TITLE OF MODESTO  
5555 CASANDRA BLVD., SUITE 2  
MODESTO, CALIFORNIA 95822  
(222) 222-2222

ATTN:

RE: Borrower(s): RICHARD WILLIAM ROGERS

Property Address: 8624 OAKLAWN AVENUE  
MODESTO, CALIFORNIA 95355

Document Date: MARCH 13, 20XX  
Closing Date: MARCH 13, 20XX  
Disbursement: MARCH 18, 20XX  
Case No.: 000-5555555-000  
Loan No.: 1234567890  
App. No.:  
Order No.: LP-55555555-ST  
Escrow No.: LP-55555555-ST

### GENERAL CLOSING INSTRUCTIONS

Do not close or fund this loan unless **ALL** conditions in these closing instructions and any supplemental closing instructions have been satisfied. The total consideration in this transaction except for our loan proceeds and approved secondary financing must pass to you in the form of cash. Do not close or fund this loan if you have knowledge of a concurrent or subsequent transaction which would transfer the subject property.

You must follow these instructions exactly. These closing instructions can only be modified with our advance written approval. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us in writing to the contrary within 48 hours of your receipt hereof or if you disburse any funds to or for the account of the Borrower(s).

All documents with the exception of those to be recorded (Security Instrument, Riders, Corporation Assignment(s), Grant Deed, Quit Claim, Power of Attorney, etc.) must be returned to our office within 48 HOURS of the signing. Please return certified copies of those documents that are to be recorded. Failure to comply with these instructions may delay funding.

#### EXECUTION OF DOCUMENTS:

1. Each Borrower must sign all documents exactly as his or her name appears on the blank line provided for his or her signature. All signatures must be witnessed if required or customary. All signature acknowledgements must be executed by a person authorized to take acknowledgements in the state of closing.
2. Any correction to loan documents must be approved in writing by us in advance. **No white-out permitted.** Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.
3. All Powers of Attorney must be provided to and approved by us in advance. If approved, the Power of Attorney must be recorded in the same county(ies) in which the Security Instrument is recorded, a certified copy provided to us.

#### RESCISSION:

1. If the transaction is subject to rescission, provide **each** Borrower and **each** person having any ownership interest in the security property with **two (2) copies** of the completed Notice of Right to Cancel. The Notice of Right to Cancel must be properly completed (including all dates) and each borrower and person given two notices must execute an acknowledgement of receipt. Your failure to properly complete and provide the Notices of Right to Cancel to each person entitled to receive them will delay this closing.
2. No Borrower or other person having an ownership interest in the Security Property may modify or waive his or her right to rescind without our prior written consent.
3. If any Borrower or other person having an ownership interest in the security property indicates that he or she wishes to cancel this transaction, contact us immediately for further instructions.

#### SURVEYS:

1. A valid survey dated within 90 days of closing is required in areas where surveys are customary.
2. The survey must contain all relevant and customary information and certifications and the legal description, lot size and street must agree with the appraisal and closing documents.

#### HAZARD INSURANCE:

1. The Borrower(s) must provide satisfactory evidence of hazard insurance coverage and flood insurance coverage if the Property is located in a special flood hazard area.
2. Dwelling coverage must be equal to the lesser of the loan amount or the full replacement value of the property improvements, and must extend for either a term of at least one (1) year after the closing date for purchase transactions or six (6) months after the closing date for refinance transactions.
3. Loss payee/mortgagee clause to read: TRISTARFINANCEGROUP IT'S SUCCESSORS AND/OR ASSIGNS  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 91301  
LoanNumber: 1234567890

#### ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
Settlement Agent

FROM: TRISTAR FINANCE GROUP, INC  
1000 MAIN STREET  
LOS ANGELES, CALIFORNIA 91301  
Phone: (555) 555-5555

TO: STALLWART TITLE OF MODESTO  
5555 CASANDRA BLVD., SUITE 2  
MODESTO, CALIFORNIA 95822  
Phone: (222) 222-2222

ATTN:

RE: Borrower(s): RICHARD WILLIAM ROGERS

Property Address: 8624 OAKLAWN AVENUE  
MODESTO, CALIFORNIA 95355

Document Date: MARCH 13, 20XX

Closing Date: MARCH 13, 20XX

Disbursement: MARCH 18, 20XX

Case No.: 000-5555555-000

Loan No.: 1234567890

App. No.:

Order No.: LP-55555555-ST

Escrow No.: LP-55555555-ST

### SPECIFIC CLOSING INSTRUCTIONS

#### LOAN DOCUMENTS:

We enclose the following documents necessary to complete the above referenced loan transaction:

- |                                |                                |                                    |
|--------------------------------|--------------------------------|------------------------------------|
| (X) Note                       | (X) Initial Escrow Acct. Disc. | (X) Program Disclosure             |
| (X) Deed of Trust Stmt.        | (X) Rescission Notice          | (X) Servicing Disclosure Statement |
| (X) Settlement Statement Cert. | (X) Closing Inst. Addendum     | (X) Worksheets                     |
| (X) Itemization of amt fin.    | (X) Affidavit and Agmnt.       | (X) Loan Application               |
| (X) Payment Letter             | (X) Hazard Ins. Req.           | (X) Patriot Act                    |

Deliver one (1) copy of all loan documents to the Borrower(s); deliver one (1) copy of the Federal Truth-In-Lending Disclosure Statement to each Borrower.

#### LOAN TERMS:

Loan Amount: 205,631.00

Initial Advance:

Sales Price:

Term (Months): 360

Interest Rate: 3.250

Initial Payment: 894.92

First Payment Date: 05/01/XX

Last Payment Date: 04/01/43

ARM Loan: ( ) Yes (X) No

Index:

Margin:

Periodic Rate Cap:

Lifetime Rate Cap:

Lifetime Rate Floor:

Interest Change Date:

Payment Change Date:

Loan Purpose: REFINANCE

#### PAYOFF REQUIREMENTS:

It is a condition to the funding of this loan that the following payoffs be made through this closing. Indicate payoffs on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff:

PAYOFF to QUICKEN LOANS \$203,929.00

#### CONDITIONS TO BE SATISFIED PRIOR TO DISBURSEMENT OF LOAN PROCEEDS:

PTF - Funding VVOE within 5 days of funding for

all borrowers

PTF - 3-DAY RIGHT TO CANCEL

\*\*SEE ATTACHED ADDENDUM TO CLOSING INSTRUCTIONS\*\*

WE ARE TO BE AT NO EXPENSE IN THIS TRANSACTION

#### TITLE INSURANCE REQUIREMENTS:

You are authorized to use funds for the account of the Borrowers and to record all instruments when you comply with the following:

- THIS LOAN MUST RECORD IN 1ST LIEN POSITION ON OR PRIOR TO THE DISBURSEMENT DATE NOTED ABOVE. PROVIDE DUPLICATE ORIGINALS OF THE ALTA TITLE POLICY.
- Vesting to read: RICHARD WILLIAM ROGERS, AN UNMARRIED MAN
- Title Policy must contain the following endorsements (or their equivalents): 100, 116, 8.1
- ALTA Title Policy must be free from liens, encumbrances, easements, encroachments and other title matters except (i) the lien of our loan in the amount of our loan on the property described herein showing the Instrument or Document Number and the date of recording of the Security Instrument; (ii) general, specific, state, county, city, school or other taxes and assessments not yet due or payable: (BOTH INSTALLMENT OF TAXES TO BE PAID AT CLOSING); (iii) other items as permitted by us; and (iv) the following items as shown on the preliminary title report, commitment, binder or equivalent dated 20XX

#### SECONDARY FINANCING:

Secondary financing in the amount of \$ NONE has been approved.

**ESTIMATE OF FEES AND COSTS:**

ITEM	AMOUNT	POC	PAID BY
Credit report to: Property Financial Center	\$29.85	\$0.00	Borrower
Inc PRMG Underwriting Fee to: PARAMOUNT	\$333.19	\$0.00	Borrower
RESIDENTI Originator Compensation - Lender	\$4,112.62	\$0.00	Lender
Paid to: Ass Wholesale LPC / Retail YSP (to line 802) to: MIP Refund to: HUD	-\$4,112.62	\$0.00	Lender
	-\$1,102.01	\$0.00	Borrower
Settlement or closing fee to: STALLWART	\$400.00	\$0.00	Borrower
TITLE O Lender's title insurance to:	\$385.00	\$0.00	Borrower
STALLWART TITLE OF Endorsements to:	\$25.00	\$0.00	Borrower
STALLWART TITLE OF MODESTO Notary fee to:	\$175.00	\$0.00	Borrower
STALLWART TITLE OF MODESTO OVERNIGHT to:	\$35.00	\$0.00	Borrower
STALLWART TITLE OF MODESTO WIRE FEE to:	\$20.00	\$0.00	Borrower
STALLWART TITLE OF MODESTO COUNTY TAXES	\$1,179.90	\$0.00	Borrower
to: Other	\$110.00	\$0.00	Borrower
Deed to: STALLWART TITLE OF MODESTO	\$0.66	\$0.00	Borrower
MIP (CASH) to: H U D	\$3,536.00	\$0.00	Borrower
MIP (FINANCED) to: H U D	-\$1,142.82		Borrower
MIP (REFUND) to: Other			

PREMIUM PRICING AMOUNT\* (Add to line 802) (0.500%) \$1,028.16

\*This amount MUST be applied as a credit towards the Borrower's Closing Costs. The combined total of this amount and the "Lender Credit for Broker Comp" above, should be entered on line 802 of the HUD 1\*

Subtotal of Estimated Fees and Costs: \$ 3,984.77

**PER DIEM INTEREST:**

From: 03/18/XX To: 04/01/XX  
(Anticipated Closing Date)

14 days at \$ 18.3096 per day Subtotal of Per Diem Interest: \$ 256.33

**IMPOUNDS/ESCROWS:**

Impound/escrow checks should be made payable to and sent to us together with the original final HUD-1 Settlement Statement.

<u>Mortgage Insurance</u>	<u>0</u> month(s) at \$ <u>200.25</u> per month = \$ <u>.00</u>
<u>HAZARD INSURANCE</u>	<u>5</u> month(s) at \$ <u>48.33</u> per month = \$ <u>241.65</u>
<u>COUNTY PROPERTY TAX</u>	<u>4</u> month(s) at \$ <u>196.65</u> per month = \$ <u>786.60</u>
_____	_____ month(s) at \$ _____ per month = \$ _____
_____	_____ month(s) at \$ _____ per month = \$ _____
_____	_____ month(s) at \$ _____ per month = \$ _____
Aggregate Escrow Adjustment:	\$ <u>-293.27</u>

Impound Subtotal: \$ 734.98  
Mortgage Ins. Premium: \$ \_\_\_\_\_  
**TOTAL OF FEES AND COSTS:** \$ 4,976.08

**HUD-1 SETTLEMENT STATEMENT:**

The final HUD-1 Settlement Statement must be completed at settlement and must accurately reflect all receipts and disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur documents may need to be re-drawn and re-signed. Fax a certified copy of the final HUD-1 Settlement Statement to TRISTAR FINANCE GROUP, INC  
Attention: Quality Assurance. Send the original final HUD-1 Settlement Statement to us at the following address within 24 hours of settlement: 1000 MAIN ST, LOS ANGELES, CALIFORNIA 91301

**ADDITIONAL INFORMATION: BORROWER MUST SIGN AND DATE THESE CLOSING INSTRUCTIONS.**

If for any reason this loan does not close within 48 hours of your receipt of funds, immediately return all documents to Lender and wire all funds only to: TRISTAR FINANCE GROUP, INC  
1000 MAIN ST, LOS ANGELES, CALIFORNIA 91301

If you have any questions regarding any of these instructions, please contact TRISTAR FINANCIAL MORTGAGE GROUP, INC. at (555) 555-5555

**BORROWER ACKNOWLEDGMENT:** We have read and acknowledged receipt of these Closing Instructions.

Borrower RICHARD WILLIAM ROGERS Date \_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_

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

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

**ACKNOWLEDGED AND AGREED:**

Settlement Agent \_\_\_\_\_ Date \_\_\_\_\_

## TAX INFORMATION SHEET

Loan Number: 1234567890

Borrower(s) Name(s): RICHARD WILLIAM ROGERS

Street Address: 8624 OAKLAWN AVENUE, MODESTO, CALIFORNIA 95355

New Construction? (Y/N) \_\_\_\_\_

ESCROW FOR TAXES? (Y/N) N PAYMENT FREQUENCY \_\_\_\_\_

Please indicate below, the name(s) of the municipality to which taxes are payable.

**COUNTY (if any)** \_\_\_\_\_

Taxes paid through: (MM/YY) \_\_\_\_\_

Address: \_\_\_\_\_

Last Amount paid or Estimated Amount of next disbursement: \_\_\_\_\_

Next tax payment due: (MM/YY) \_\_\_\_\_

**Property Identification Number (i.e. parcel number):** \_\_\_\_\_

**CITY, TOWNSHIP OR** \_\_\_\_\_

Taxes paid through: (MM/YY) \_\_\_\_\_

Address: \_\_\_\_\_

Last Amount paid or Estim. \_\_\_\_\_

Next tax payment due: (MM/YY) \_\_\_\_\_

**Property Identification Nu** \_\_\_\_\_

Signing Agent  
should not fill  
this out

**SCHOOL (if any)** \_\_\_\_\_

Taxes paid through: (MM/YY) \_\_\_\_\_

Address: \_\_\_\_\_

Last Amount paid or Estimated Amount of next disbursement: \_\_\_\_\_

Next tax payment due: (MM/YY) \_\_\_\_\_

**Property Identification Number (i.e. parcel number):** \_\_\_\_\_

**Other (Assessments, etc.)** \_\_\_\_\_

Taxes paid through: (MM/YY) \_\_\_\_\_

Address: \_\_\_\_\_

Last Amount paid or Estimated Amount of next disbursement: \_\_\_\_\_

Next tax payment due: (MM/YY) \_\_\_\_\_

**Property Identification Number (i.e. parcel number):** \_\_\_\_\_

**TAX BILLS DUE WITHIN 30 DAYS OF CHASE'S PURCHASE OF THE LOAN MUST BE PAID BY THE CLOSING AGENT. FAILURE TO PAY TAXES DUE WITHIN 30 DAYS OF FUNDING WILL RESULT IN FUNDING DELAYS.**

CLOSING AGENT: STALLWORTH ESCROW

ADDRESS: 1001 MAIN STREET, LOS ANGELES, CALIFORNIA 991301

PHONE NUMBER: (310) 555-5555 ESCROW/FILE #: ML-00000

BY: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME/TITLE

## NOTARIAL EVIDENCE FORM

Please print. Fully complete all fields below. Only one form is required per loan.

Include all borrower or signer information, as applicable, in Section 2 below. If multiple documents are notarized, include each document notarized for each borrower or signer in Section 3 below. Use additional sheets as required based on number of documents notarized.

### SECTION 1 – NOTARY INFORMATION

<b>Notary Name</b>	
<b>State of Notary Commission</b>	
<b>Notary Commission No.</b>	
<b>Notary Identification No. (if applicable)</b>	
<b>Commission Effective Date</b>	
<b>Commission Expiration Date</b>	

### SECTION 2 – BORROWER(S)/SIGNER(S) INFORMATION

**Name and Address of all Borrowers/Signers Executing Notarized Documents. List exact name(s) used in the document(s) being notarized.**

<b>Borrower's/Signer's Name:</b>	<b>Borrower's/Signer's Address:</b>

**Method of Identification of Borrower/Signer (government issued ID, passport, personal knowledge, etc.)**

<b>Borrower's/Signer's Name:</b>	<b>Borrower's/Signer's Address:</b>

**Method of Identification of Borrower/Signer (government issued ID, passport, personal knowledge, etc.)**

### SECTION 3 – DETAILS FOR NOTARIZED DOCUMENTS

<b>Loan Number</b>	
<b>Date of Notarization</b>	
<b>Time of Notarization</b>	

Name or brief description of notarized document	Type of Notarization (oath, affirmation or acknowledgement)	Document Number of Pages
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

**Positive Proof Identification and Notary Signature Affidavit**

State of \_\_\_\_\_

Conty of \_\_\_\_\_

Notary Public please complete the following:

Notary's Name: \_\_\_\_\_  
(please print)

Address \_\_\_\_\_

Phone: \_\_\_\_\_

I, the above described Notary Public, hereby certify that I have checked the identification of:  
\_\_\_\_\_  
Signer's name

those parties who have signed before me and I have attached copies of their driver(s) license(s) or other picture identification. I have verified them to be the same parties as those described in the instruments acknowledged by me.

WITNESS my hand and official seal In the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\*If you place your notary seal draw a line through it and initial - we can't notarize our own signatures Seal

\_\_\_\_\_  
Print Name of Notary

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

Notary: Please make a copy of driver's license(s), passport, state issued ID card, or military ID card and return with documents.

\*Do NOT make a copy of a Military ID

**Notary Identity Certification**

Signer(s): Nancy A.  
Jeffrey D.

The loan document signing occurred where no photo copy equipment was available. The signatory's/ signatories' identification was presented and the information was recorded as indicated below.

In addition, I acknowledge that the signatory(ies) appeared before me at all points of notarization to acknowledge that he/she/they freely executed the required documents included in this package.

I, \_\_\_\_\_, the undersigned notary public commissioned in the State of \_\_\_\_\_, acknowledgments included in this package in the presence of the signatory(ies).

Notary Stamp as proof of commission:

Notary Public: \_\_\_\_\_  
Signature

Nancy A.

Type of Identification: \_\_\_\_\_

Identification Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Jeffrey D.

Type of Identification: \_\_\_\_\_

Identification Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

# MIKOS ESCROW

MIKOS ESCROW, INC  
555 N. JUNE ST  
MODESTO, CA 95963



## SERVICE REQUEST

THIS form acts as your invoice and **MUST** be returned  
with every package and fax/scan as the COVER PAGE.

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### **SERVICE REQUESTED** - Witness Closing

**Order #:** 555555

**Requested By:** lenderinfo@mikos.com

### **VENDOR INFORMATION**

**Vendor Charge:** \$XXX.00  
**Vendor Number:** 71219  
**Vendor Name:** MEGAN BRADY  
**Vendor Address:** 58 W. 91ST STREET  
MODESTO CA, 95350  
**Vendor Office Phone:** (555) 606-4938  
**Vendor Fax:**  
**Vendor Cell:**  
**Vendor Email:** mbrady@sbcglobal.net  
**Projected Closing Date:** 06/22/20XX 12:00:00

### **BORROWER INFORMATION**

**Borrowers Name(s):** RICHARD W. ROGERS  
**Borrower Home Phone:** (209) 555-5555  
**Borrower Office Phone:**  
**Borrower Cell Phone:**  
**Borrower Office Phone 2:**  
**Borrower Office Fax:**  
**Borrower Home Fax:**  
**Borrower Home Email:**

### **PROPERTY / LOAN INFORMATION**

**Property Address:** 8624 OAKLAWN AVENUE  
MODESTO, CA 95355  
**County:** STANISLAUS **Township:** MODESTO

### **\*\*CLOSING LOCATION\*\***

5555 GLORIETTA LANE  
MODESTO, CA 95356  
**County:** STANISLAUS **Township:** MODESTO

### **REQUIREMENTS**

1. In the closing documents, you will see a form called "SIGNING CONFIRMATION CHECKLIST" - it lists our special instructions that pertain to the lender for the loan. Please be sure to take the time and read it before you leave the signing table.

2. Refer to the "Stacking Order" sheet when returning documents by FedEx/UPS.
3. Confirm a closing:
  - a. Go to [www.mikos.com/vendor-closing](http://www.mikos.com/vendor-closing) (No login needed.)
  - b. Fax this form over to: 555-555-8203
  - c. Scan/email this form to [Closings@mikos.com](mailto:Closings@mikos.com)

*\* If anything happened at the closing or did not happen, please be sure to give feedback so we can note the system and/or pass along to the lender.\**

**COMMENTS FROM NOTARY:**

**? Q U E S T I O N S ?**

(General Questions) **During business hours** (M-F; 8am-5pm CST):

SCHEDULER:

(Looking for Documents / Document Questions)

CLOSER: Nicola Waters [nwaters@mikos.com](mailto:nwaters@mikos.com)

**At the Closing:**

1st try the borrower's loan officer contact.

2nd try the Closer and/or Scheduler.

3rd try emergency number below (for after hours).

**After Hours EMERGENCY - Closing Document Questions:**

(M-F; 5pm-8pm and Saturday from 7am-8pm):

CLOSER/MANAGER on CALL:

**After Hours EMERGENCY SCHEDULING Issues:**

(M-F; 5pm-8pm CST and Saturday from 7am-8pm):

MAXIMA: 555-555-5555