



C O N V E N T I O N A L • F H A • V A

890 Monterey Street, Suite D • San Luis Obispo, CA 93401 • 805-543-8800 • FAX 805-541-1712

#### LOAN APPLICATION COMPLETION INSTRUCTIONS

1. Sign the top of page 1, initial the bottom of page 1, 2 and 3, sign near the bottom of page 4.
2. Complete sections III and IV only. Do not use white-out.
3. About 1/3 down on Page 1, under "Complete this line if this is a refinance loan," fill in Year Acquired and Original Cost. Leave the rest blank.
4. If you own rental properties, list them at the bottom of page 3.





Borrower		IV. EMPLOYMENT INFORMATION				Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job		
		Yrs. employed in this line of work/profession				Yrs. employed in this line of work/profession	
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)			

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

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

**V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION**

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

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

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

B/C	Monthly Amount
	\$

**VI. ASSETS AND LIABILITIES**

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 by that spouse or other person also.

Completed  Jointly  Not Jointly

Description	ASSETS	Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
			LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:		\$			
<b>List checking and savings accounts below</b>					
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
			Acct. no.		
Acct. no.		\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union					
			Acct. no.		
Acct. no.		\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union					
			Acct. no.		
Acct. no.		\$	Name and address of Company	\$ Payment/Months	\$
Stocks & Bonds (Company name/number description)		\$	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>		\$	Acct. no.		
Real estate owned (enter market value from schedule of real estate owned)		\$	Name and address of Company	\$ Payment/Months	\$
Vested interest in retirement fund		\$			
Net worth of business(es) owned (attach financial statement)		\$	Acct. no.		
Automobiles owned (make and year)		\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
Other Assets (itemize)		\$	Job-Related Expense (child care, union dues, etc.)	\$	
			<b>Total Monthly Payments</b>	\$	
<b>Total Assets a.</b>		\$	<b>Net Worth (a minus b) =&gt;</b>	\$	<b>Total Liabilities b.</b>

**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
		\$	\$	\$	\$	\$	\$
	<b>Totals</b>	\$	\$	\$	\$	\$	\$

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
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**VII. DETAILS OF TRANSACTION**

a. Purchase price	\$
b. Alterations, improvements, repairs	
c. Land (if acquired separately)	
d. Refinance (incl. debts to be paid off)	
e. Estimated prepaid items	
f. Estimated closing costs	
g. PMI, MIP, Funding Fee	
h. Discount (if Borrower will pay)	
i. Total costs (add items a through h)	
j. Subordinate financing	
k. Borrower's closing costs paid by Seller	
l. Other Credits (explain)	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	
n. PMI, MIP, Funding Fee financed	
o. Loan amount (add m & n)	
p. Cash from/to Borrower (subtract j, k, l & o from i)	

**VIII. DECLARATIONS**

If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Borrower		Co-Borrower	
	Yes	No	Yes	No
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? <small>(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Are you a U. S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Have you had an ownership interest in a property in the last three years? (1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)? (2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IX. ACKNOWLEDGEMENT AND AGREEMENT**

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors, or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

**Acknowledgement.** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

**Right to Receive Copy of Appraisal** I/We have the right to a copy of the appraisal report used in connection with this application for credit provided that I/we have paid for the appraisal report. To obtain a copy, I/we must send Creditor a written request at the mailing address Creditor has provided. Creditor must hear from us no later than 90 days after Creditor notifies me/us about the action taken on this application, or I/we withdraw this application. If you would like a copy of the appraisal report, contact: **Smith Lending Group, Inc. 890 Monterey Street, Suite D San Luis Obispo, CA 93401**

Borrower's Signature <b>X</b>	Date	Co-Borrower's Signature <b>X</b>	Date
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**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.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male

**To be Completed by Loan Originator:**

This information was provided:  
 In a face-to-face interview  By the applicant and submitted by fax or mail  
 In a telephone interview  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)	Loan Originator Identifier
Loan Origination Company's Name <b>Smith Lending Group, Inc.</b>	Loan Origination Company Identifier
	Loan Originator's Phone Number (including area code)
	Loan Origination Company's Address <b>890 Monterey Street, Suite D San Luis Obispo, CA 93401</b>



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#### DISCLOSURES

The attached disclosures need to be signed and returned.

1. On the PURPOSE FOR LOAN REQUEST, please state the reason concisely, such as "to lower my rate and payment," IF a refi.
2. On the other forms, simply sign them at the bottom.
3. On the CALIFORNIA IMPOUND DISCLOSURE/WAIVER form, please indicate your choice of whether you want the lender to collect taxes and insurance monthly.
4. On any forms where there are blanks to be completed, I will complete them after receipt and give you a copy.
5. Complete the AUTHORIZATION TO CHARGE CREDIT CARD form.



# SMITH LENDING GROUP

M O R T G A G E S O L U T I O N S

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## PURPOSE FOR LOAN REQUEST

(FOR REFINANCE ONLY)

Date: \_\_\_\_\_

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

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

\_\_\_\_\_

To Whom it May Concern:

The purpose of our request for a loan is \_\_\_\_\_

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\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

# SMITH LENDING GROUP

890 Monterey St., Suite D • San Luis Obispo, CA 93401

Bus: 805-543-8800 • Fax: 805-541-1712

## CREDIT , APPRAISAL & RELEASE OF INFORMATION AUTHORIZATION

To Whom It May Concern:

I/We hereby authorize Smith Lending Group or any of it's investors and/or assignees to verify our bank accounts, credit history, employment history, sources of income and any other information necessary in connection with our Federal Housing Administration, Veterans Administration, or Conventional loan application.

A photographic copy of this authorization and our signatures may be deemed to be the equivalent of the original and may be used as a duplicate original.

I/We also agree that our loan application may be mechanically reviewed by the FHLMC (Federal Home Loan Mortgage Corporation) and/or FNMA (Federal National Mortgage Association) automated underwriting service. I/We authorize Smith Lending Group and any of it's agents or successors-in-interest, any lender considering purchase of our loan or the servicing of our loan, and FHLMC and/or FNMA to obtain copies of our credit reports and any other information about us they may require to process our application or to review our loan in connection with a potential sale. I/We also agree that the foregoing lenders and FHLMC and/or FNMA may use the information about us to assess and improve the effectiveness and accuracy of their loan underwriting procedures and requirements.

∞

Smith Lending Group hereby advises you that you are entitled to receive a copy of the residential appraisal report obtained in connection with your loan request provided you or the seller have paid for it. Should you wish to have a copy of the appraisal report please contact your loan agent at Smith Lending Group..

Your signature(s) below acknowledges receipt of a copy of this notice and your right to obtain a copy of your appraisal report. Please retain a copy of this notice for your records.

Signature

Social Security Number

Date

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# THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977

## FAIR LENDING NOTICE

IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION OF OR IN THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF:

1. TRENDS, CHARACTERISTICS OR CONDITIONS IN THE NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION, UNLESS THE FINANCIAL INSTITUTION CAN DEMONSTRATE IN THE PARTICULAR CASE THAT SUCH CONSIDERATION IS REQUIRED TO AVOID AN UNSAFE AND UNSOUND BUSINESS PRACTICE; OR
2. RACE, COLOR, RELIGION, SEX, MARITAL STATUS, NATIONAL ORIGIN OR ANCESTRY.

IT IS ILLEGAL TO CONSIDER THE RACIAL, ETHNIC, RELIGIOUS OR NATIONAL ORIGIN COMPOSITION OF A NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMINING WHETHER OR NOT, OR UNDER WHAT TERMS AND CONDITIONS, TO PROVIDE FINANCIAL ASSISTANCE.

THESE PROVISIONS GOVERN FINANCIAL ASSISTANCE FOR THE PURPOSE OF THE PURCHASE, CONSTRUCTION, REHABILITATION OR REFINANCING OF ONE TO FOUR UNIT FAMILY RESIDENCES OCCUPIED BY THE OWNER AND FOR THE PURPOSE OF THE HOME IMPROVEMENT OF ANY ONE TO FOUR UNIT FAMILY RESIDENCE.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS, OR IF YOU WISH TO FILE A COMPLAINT, CONTACT THE MANAGEMENT OF THIS FINANCIAL INSTITUTION OR:

California Department of Real Estate  
2550 Mariposa Mall, Suite 3070  
Fresno, CA 93721-2273

California Department of Real Estate  
State Headquarters Office  
2201 Broadway  
P. O. Box 18700  
Sacramento, CA 95818-7000

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

# SMITH LENDING GROUP

M O R T G A G E S O L U T I O N S

890 Monterey Street, Suite D • San Luis Obispo, CA 93401 • 805-543-8800 • FAX 805-541-1712

## **FAIR LENDING NOTICE**

To: All Applicants for a loan for the purchase, construction, rehabilitation, improvement, refinancing of a 1-4 family residence.

Under the Housing Financial Discrimination Act of 1977, it is unlawful for a financial institution to refuse to make a loan or to offer less favorable terms than normal (such as a higher interest rate, larger down payment, or shorter maturity) based on any of the following considerations:

1. Neighborhood characteristics (such as the average age of the homes or the income level in the neighborhood) except to a limited extent necessary to avoid an unsafe and unsound business practice.
2. Race, sex, color, religion, marital status, national origin, or ancestry. It is also unlawful to consider, in appraising a residence, the racial, ethnic or religious compositions of a particular neighborhood, whether or not such composition is undergoing change or is expected to undergo change.

If you wish to file a complaint:

or if you have questions about your rights, contact:

**Office of Fair Lending  
Business and Transportation Agency  
1120 H Street  
Sacramento, CA 95814  
Or, call collect: (916) 322-9851**

If you file a complaint, the law requires that you receive a decision within thirty(30) days.

## **EQUAL CREDIT OPPORTUNITY**

The Equal Credit Opportunity Act 15, USC 1691 ET SAQ., Prohibits discrimination against credit applicants on the basis of sex and marital status. Beginning March 23, 1977, the Act extends this protection to race, color, religion, national origin, age, whether all or part of the applicants income is derived from and public assistance program, or if the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The applicant should note that the lender must either provide the notice here, on an application form, or on some other separate sheet of paper. This notice provides the name of the lender's supervising agency.

The federal agency which administers compliance with this law concerning this mortgage banking firm is the:

**Federal Trade Commission  
Pennsylvania and 6th St., N. W.  
Washington, D.C. 20580**

## **RIGHT TO FINANCIAL PRIVACY ACT**

This is to notify you as required by the right to Financial Privacy Act of 1978 that (the Veterans Administration or Department of Housing and Urban Development, whichever is appropriate) has a right of access to financial records held by financial institutions in connections with the consideration or administration of assistance to you. Financial records involving your transactions will be available to (VA or HUD) without further notice or authorization but will not be disclosed or released to another government agency or department without your consent except as required or permitted by law. This notice is applicable to conventional lenders as well.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

## SERVICING DISCLOSURE STATEMENT

Lender  
Smith Lending Group, Inc.  
890 Monterey St., Suite D  
San Luis Obispo, CA 93401

Borrower

Date

Loan Number

Property Address

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

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

#### Servicing Transfer Information

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

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## CALIFORNIA IMPOUND DISCLOSURE / WAIVER

For convenience, an impound account may be established on the Borrower(s) behalf with the Lender, for the payment of property taxes and hazard insurance premiums.

An impound account is required if:

1. required by state or federal regulatory authority.
2. the loan is made, guaranteed or insured by a state or federal governmental lending or insuring agency.(i.e. VA or FHA).
3. the Borrower(s) fails to pay two consecutive tax installments prior to the delinquency date.
4. the original principal amount of the loan is 90% or more than the sales price or appraised value.
5. there are two or more loans secured by the subject property, the combined principal amount of which exceeds 80% of the appraised value.

If the Borrower(s) loan does not meet any of the five restrictions described above, the Borrower(s) may elect to establish an impound account. The Borrower(s) should register their choice by placing an "X" below and acknowledges this option is available at the time of application and can be changed no more than once annually.

CHOOSE  
YOUR  
PREFERENCE

- I/We (the Borrower(s)) request that my/our tax(es) and insurance(s) escrow impound accounts be collected.
- I/We (the Borrower(s)) choose not to have an impound account established in connection with this loan.

If an escrow account is not established the borrower(s) will assume full responsibility for the timely payment of tax(es) and/or insurance premiums for the property referenced herein, and agree to provide proof of such payment upon the Lender's request. The Borrower(s) failure to make two such payments within 30 days of their due date will result in a revocation of this agreement, and the establishment of an escrow impound account to be administered by the Lender will be mandatory.

The undersigned hereby acknowledge receipt and understanding of this disclosure.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

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## Mortgage Loan Origination Agreement

You, the applicant(s) agree to enter into this Mortgage Loan Origination Agreement with Smith Lending Group as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with Smith Lending Group on \_\_\_\_\_. We are licensed as a Mortgage Broker under the laws of the State of California, License number 00470946.

**SECTION 1. NATURE OF RELATIONSHIP.** In connection with this mortgage loan we are acting as an independent contractor and not as your agent. We will enter into separate independent contract agreements with various lenders. While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

**SECTION 2. SERVICES PROVIDED.** Services provided by us can include but are not limited to: Arranging for a conditional mortgage loan commitment between Borrower and Lender. Taking the mortgage loan application. Assembling information. Processing the mortgage loan file including verifying the information. Preparing all paperwork and documentation necessary for a conditional mortgage loan commitment. Reviewing, analyzing, and evaluating borrower's financial statements, income and credit history. Incidental services utilized in arranging for and procuring a conditional loan commitment include credit reports, appraisals, mail and long distance telephone charges.

**SECTION 3. OUR COMPENSATION.** The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. The retail price we offer to you – your interest rate and total points and fees – will include our compensation. Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees. Also, in some cases, if you would rather pay less up-front, you may be able to pay some or all of our compensation indirectly through a higher interest rate, in which case we will be paid directly by the lender. We may also be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amount will be disclosed on your HUD-1 or HUD-1A Settlement Statement.

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement.

Borrower: \_\_\_\_\_ Printed Name \_\_\_\_\_

Borrower: \_\_\_\_\_ Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

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

Broker or Authorized Agent Signature: \_\_\_\_\_

Printed Name of Broker or Agent: \_\_\_\_\_

Form **4506-T**

**Request for Transcript of Tax Return**

(Rev. January 2008)  
Department of the Treasury  
Internal Revenue Service

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

OMB No. 1545-1872

**Tip:** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. If you need a copy of your return, use **Form 4506**, Request for Copy of Tax Return. There is a fee to get a copy of your return.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return	<b>2b</b> Second social security number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code	
<b>4</b> Previous address shown on the last return filed if different from line 3	
<b>5</b> If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.	

**Caution: DO NOT SIGN** this form if a third party requires you to complete Form 4506-T, and lines 6 and 9 are blank.

**6 Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ \_\_\_\_\_

**a Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

**b Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days

**c Record of Account**, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

**7 Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Most requests will be processed within 10 business days

**8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2006, filed in 2007, will not be available from the IRS until 2008. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

**Caution:** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

**9 Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_      \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_      \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_      \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer.

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

## PRIVACY POLICY DISCLOSURE

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

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

### The Privacy Policy explains the Following:

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

### Protecting the Confidentiality of Customer Information:

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

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

### Who is Covered by the Privacy Policy:

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

### How We Gather Information:

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

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

### Information We Share:

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

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

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

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

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

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

### Opting Out

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone#

\_\_\_\_\_  
Loan #

**Smith Lending Group**  
\_\_\_\_\_  
Company Name

890 Monterey St., Suite D  
\_\_\_\_\_  
Address

**San Luis Obispo CA,**  
\_\_\_\_\_  
City, State, Zip

**805-543-8800**  
\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower's Signature

\_\_\_\_\_  
Date

### Appraisal Notification and Acknowledgment

Pursuant to the Home Valuation Code of Conduct ("HVCC") adopted by the Federal National Mortgage Association ("FNMA") and Federal Home Loan Mortgage Corporation ("FHLMC"), effective May 1, 2009, you are entitled to receive a copy of the appraisal report concerning the property subject to your loan transaction.

Please select the appropriate option below by placing an "X" on the line in front of the statement.

\_\_\_\_\_ The undersigned borrower(s) hereby acknowledge that he/she/they received the appraisal report and understand and reserve the right to review appraisal at least three (3) days prior to the closing of the loan.

\_\_\_\_\_ The undersigned borrower(s) hereby acknowledge that he/she/they received the appraisal report and understand their right to review the appraisal for three (3) days and have voluntarily chosen to waive their right to review a copy of their appraisal report three (3) days prior to closing, but reserve all other rights to the appraisal pursuant to the Equal Credit Opportunity Act.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

**Authorization to Charge**  
**Credit CARD (VISA OR MASTERCARD ONLY)**

USED FOR APPRAISAL FEE AFTER APPROVAL OF "GOOD FAITH ESTIMATE"

Date: \_\_\_\_\_

CC Number \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Code on the back: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_

Broker: Smith Lending Group, Inc.

Loan Officer/Representative: \_\_\_\_\_

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

Card Holder Email Address \_\_\_\_\_

I authorize the above named mortgage broker or target Wholesale Lender to charge my credit card for a real estate appraisal in connection with application I have made for a mortgage loan.

Best phone number to reach you (cell phone) \_\_\_\_\_

Best time to call \_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_



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All loans subject to approval. Certain restrictions may apply.