



1190 SOUTH BASCOM AVE. STE 211
SAN JOSE CA 95128
PHONE: 408-280-1960
FAX: 408-2801964

INFORMATION DISCLOSURE AUTHORIZATION

TO WHOM IT MAY CONCERN:

I/We hereby authorize you to release to First City Bancorp Mortgage, or its Assigns, the following information for the purpose of verification:

- EMPLOYMENT HISTORY, DATES, TITLE, INCOME, HOURS, ETC.
- BANKING AND SAVINGS ACCOUNTS OF RECORD
- MORTGAGE LOAN RATINGS
- CONSUMER CREDIT RATINGS
- ANY INFORMATION DEEMED NECESSARY IN CONNECTION WITH A CONSUMER CREDIT REPORT FOR TRANSACTIONS WHICH INVOLVE REAL ESTATE

This information is for the confidential use of First City Bancorp Mortgage or its assigns in compiling a mortgage loan credit file for a FHA, VA, or Conventional home loan.

A copy of this authorization (being a valid copy of the signatures of the undersigned) may be used as a duplicate original.

Your prompt reply will help expedite my Real Estate transaction.

BORROWER

DATE

SOCIAL SECURITY #

CO-BORROWER

DATE

SOCIAL SECURITY #



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REQUEST FOR IMPOUND ACCOUNT

Under state and federal regulations, lenders are required for certain types of loans to set up and collect monies into an impound account. The funds going into this type of account are to be used for the payment of real estate taxes and insurance. Though lenders are prohibited by Section 2954 of the California Civil Code from requiring an impound account on owner-occupied, single family residences except where specifically required by law, many loan customers still prefer having an impound account.

ADVANTAGES TO AN IMPOUND ACCOUNT

You don't have to worry about saving money for the payment of taxes or insurance when due. The lender will have the impounded portion of your monthly payment and will pay these items for you when they fall due. The lender, through its servicing company, pays you a nominal interest income for your reserve funds.

DISADVANTAGES TO AN IMPOUND ACCOUNT

You can earn better interest by setting aside reserves monthly and depositing them into your savings account. Your monthly payment or principle and interest stays constant and no increases will incur due to increased taxes and insurance premiums.

- YES ☐ I/WE PREFER AN IMPOUND ACCOUNT.
- NO ☐ IF THIS LOAN DOES NOT REQUIRE AN IMPOUND ACCOUNT, I/WE PREFER NOT TO HAVE ONE.

NOTICE OF RELATED PARTY TRANSACTIONS

I (we) the undersigned, acknowledge that I (we) have read and understand the foregoing.

Borrower

Date

Borrower

Date

COPY OF APPRAISAL REPORT

You have the right to a copy of the appraisal report to be obtained in the connection with the loan for which you are applying. Provided that you have paid for, or are willing to pay for, the appraisal. If you want a copy of the appraisal report, please contact our office at 408-559-9100.

Your initial below acknowledges your receipt of this notice of your right to a copy of the appraisal report. Please keep a copy of this notice with your other loan records. This signature also is your acknowledgement for appraisal and credit report fee. If it has not been paid as C.O.D., it will be due at closing or if you cancel the transaction or if the transaction does not close.

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THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 FAIR LENDING NOTICE

It is illegal to discriminate in the provisions of or in the availability of financial assistance because of the consideration of:

- Trends, characteristics or conditions in the neighborhood or geographical area surrounding a housing accommodation or whether or not such compositions 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.
- 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 family residences occupied by the owner and for the purpose of the home improvement of any one to four unit family residences.

If you have questions about your rights, or if you wish to file a complaint, contact the management of this financial institution, or:

Department of Real Estate
320 W. 4th Street, Suite 350
Los Angeles, Ca 90013-1105

Department of Real Estate
1515 Clay Street, Suite 702
Oakland, Ca 94612-1402

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MORTGAGE BROKER FEE DISCLOSURE

You have applied to **First City Bancorp Mortgage, INC.** for a residential mortgage loan. **First City Bancorp Mortgage, INC.** will submit your application for a residential mortgage loan to a participating lender with which it from time to time contracts upon such terms and conditions as you may request or a lender may require. The lenders have asked that we furnish this form to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from First City Bancorp Mortgage, Inc. concerning your loan application.

SECTION 1. NATURE OF RELATIONSHIP. In condition with this mortgage loan:

- **First City Bancorp Mortgage, Inc.** may be acting as an independent contractor and not as your agent. If you are unsure of the nature of your relationship, please ask **First City Bancorp Mortgage, Inc.** for Clarification.
- **First City Bancorp Mortgage, Inc.** has entered into separate independent contractor agreements with various lenders.
- While **First City Bancorp Mortgage, Inc.** seeks to assist you in meeting your financial needs it does 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. THE MORTGAGE BROKER'S COMPENSATION. The lenders whose loan products are distributed by **First City Bancorp Mortgage, Inc.** generally provide their loan products to **First City Bancorp Mortgage, Inc.** at wholesale rate.

- The retail price **First City Bancorp Mortgage, Inc.** offers you, your interest rate, local points and fees, will include **First City Bancorp Mortgage, Inc.** compensation.
- In some cases, **First City Bancorp Mortgage, Inc.** may be paid all of its compensation by either you or the lender.
- Alternatively, **First City Bancorp Mortgage, Inc.** may be paid a portion of its 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 wish to have some or all of **First City Bancorp Mortgage, Inc.** fees paid directly by the lender, which will result in a higher interest rate and higher monthly payments than you otherwise would be required to pay.
- **First City Bancorp Mortgage, Inc.** may also be paid by the lender based on (I) the value of the mortgage loan or the related servicing rights in the market place or (II) other services, goods or facilities performed or provided by **First City Bancorp Mortgage, Inc.** to the lender.

You may work with First City Bancorp Mortgage, Inc. to select the method in which it receives its compensation depending on your financial needs, subject to the lender's program requirements and credit underwriting guidelines. The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amounts will be disclosed on your HUD-1 or HUD-1A Settlement Statement. By signing below, applicant(s) acknowledge that you have received a copy of this document.

APPLICANTS:

Name Date

Name Date

Loan Originator Date

FIRST CITY BANCORP MORTGAGE INC.
1190 SOUTH BASCOM AVE. STE 211
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PRIVACY POLICY

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications and other forms;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information

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CREDIT SCORE DISCLOSURE

NOTICE TO THE HOME LOAN APPLICANT:

In the connection with your application for a home loan the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change and how credit scoring technologies change. Because the score is based on information in your credit history, it is very important that you review the credit related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score, or the credit information that is furnished to you, contact the credit bureau at the address and telephone, number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have any questions concerning the terms of the loan, contact your mortgage broker or lender. The credit score(s) will be provided by the following:

Experian (Fair Isaac)
P.O. Box 949
Allen, TX 75002
(800) 682-7654

Trans Union (Empirica)
P.O. Box 390
Springfield, PA 19064
(800) 888-4213

Equifax (Beacon)
P.O. Box 740256
Atlanta, Ga 30374
(800) 405-0081

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EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act (ECOA) Prohibits discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency which administers compliance with this law is:

Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, DC 20580

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Note: If at any time First City Bancorp Mortgage Inc. provides the promised rate of _____ and program of _____ with loan fee of _____ or better

And the undersigned borrowers decide to cancel the transaction, First City Bancorp Mortgage Inc. will not be responsible for any cost of the appraisal and or credit report.

APPLICANTS:

Name

Date

Name

Date

Loan Originator

Date

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MORTGAGE

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LOAN PURPOSE LETTER

For Refinance Loans Only

Please state the reason for this loan, and your plans for any excess proceeds, if applicable:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

I (we) the undersigned, acknowledge that the above statements are true and correct.

BORROWER

DATE _____

BORROWER

DATE _____



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SERVICING TRANSFER DISCLOSURE STATEMENT

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RIGHTS. READ THIS STATEMENT, AND SIGN IT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.), you have certain rights under that Federal Law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the date of transfer. The new loan servicer must also send you notice within 15 days after the date of the transfer. Also, a notice of prospective transfer may be provided to you at settlement (when title of your new property is transferred to you) to satisfy these requirements. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal agency.

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

Complaint Resolution

Section 6 of RESPA (12 U.S.C Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of the 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. Not later than 60 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-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.

Servicing Transfer Estimates by First City Bancorp Mortgage

The following is the best estimate of what will happen to the servicing of your mortgage loan:

We do not service mortgage loans. Due to agreements we have with certain of our lenders, your loan will fund with a wholesale lender.

This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

ACKNOWLEDGEMENT OF MORTGAGE APPLICANT

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

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DATE

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DATE

Damages and Costs

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