



## EQUAL CREDIT OPPORTUNITY ACT NOTICE

Borrower/Entity: \_\_\_\_\_

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

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

Loan No.: \_\_\_\_\_

Lender/Broker: \_\_\_\_\_

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided 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 that administers compliance with this law concerning this creditor is:

**Federal Trade Commission  
Equal Credit Opportunity  
Washington, DC 20580**

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for reporting.

### ACKNOWLEDGEMENT

**By signing below, you acknowledge reading and understanding the information above and receiving 2 copies of this Notice.**

**Keep a copy of this Notice for your records and return the other copy to the Lender or Broker named above.**

If Borrower is a business entity:

\_\_\_\_\_  
Date

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

Title: \_\_\_\_\_



## ECOA Valuation Rule Delivery Waiver

Thank you for submitting your loan application to Acra Lending.

Federal law requires that Acra Lending is to inform you within three days of receiving your mortgage loan application that you will promptly receive a copy of any valuation materials ("valuation") used to render a decision based on your loan application. This form is a part of the initial disclosure packet, and is titled 'Disclosure of Right to Receive a Copy of Appraisal.'

This same law also requires that Acra Lending adhere to the following guidelines:

- Acra Lending must give you a free copy of any valuation used to render a decision based on your loan application, which may include commonly used reports, such as appraisal reports, automated valuation model reports, or broker's price opinions.
- Acra Lending must provide you with valuations promptly after they are completed, or no later than three days before your loan closes, whichever occurs first.
- Acra Lending must provide you with valuations regardless of whether your loan closes.
- Acra Lending must ask if you would like to waive the delivery deadline so that any valuation used by Acra Lending to render any decision regarding your loan application can instead be provided to you at the closing of your loan.

This notice serves as a waiver for the delivery of valuations or any corrected valuation as noted in the Equal Credit Opportunity Act. This waiver, upon execution, will only be in effect if it is signed and received by Acra Lending no later than three (3) days prior to the closing of your loan.

You may execute this agreement at any time during your application's approval process. Signing this waiver authorizes Acra Lending to provide you with any valuation materials used when reviewing your loan application at the consummation of your loan, except where otherwise prohibited by law. Should closing not occur, you also authorize Acra Lending to send you the most recent valuation no less than 30 days after receiving notice of the decline.

Agreement with and execution of this waiver may reduce your time to review the valuations associated with your application in accordance with this law. Executing this agreement may also expedite the scheduling of your closing.

To consent, print and sign below, and return it with your signed initial disclosure packet.

\_\_\_\_\_  
Loan Number

\_\_\_\_\_  
Borrower/Entity

\_\_\_\_\_  
Co-borrower/Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **Electronic Communications Consent Agreement**

Thank you for submitting a loan application to Acra Lending.

The following disclosure is required by the Federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act). Please read this E-SIGN Disclosure carefully and keep a copy for your records.

### **Consent of Electronic Delivery**

By following the "Consent" instructions below, you are consenting to receive any disclosures, notices, terms and conditions or other documents electronically that are related to your current mortgage loan transaction. You are also consenting to receive any other electronic communications that may include important information that you would otherwise receive from us through the mail (such as, but not restricted to, notices regarding the servicing of your loan, our decisions on your loan, loan privacy notices, changes in terms, statements regarding amounts due on your loan and periodic statements, as are required under applicable law). If you do not consent; we will mail these documents to you.

### **Change in How We May Contact You Electronically**

It is your responsibility to provide us with a true, accurate and complete e-mail address, contact and other information related to your mortgage loan transaction, and to maintain and update promptly any changes in this information. Any changes can be made by contacting us at the number or email address listed under contact information.

### **Requesting Paper Copies**

Even after consent, you have the right to receive a paper copy of the disclosures, notices, terms and conditions or other documents related to your current mortgage transaction. If you would like to receive a paper copy at no charge, please contact Acra Lending at the number or email address listed at the bottom of this page. Please include your name and mailing address and be sure to state that you are requesting a copy of the disclosures, notices, terms and conditions or other documents related to your current mortgage transaction.

### **Withdrawal of Consent of Electronic Acceptance of Disclosures and Notices**

If after consenting, you wish to withdraw your consent you can do so by contacting Acra Lending at the number or email address listed at the bottom of this page.

We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to the electronic delivery of the disclosures, agreements, change notices, terms and conditions, and any other documents.

### **Hardware and Software Requirements**

In order to access, view, and retain your account information electronically, you must have:

- A personal computer or other device which is capable of accessing the Internet.
- An Internet web browser with capabilities to support a minimum 128-bit encryption.
- Software which permits you to receive, access, print and save Portable Document format "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above.
- An e-mail account with an Internet Service Provider and e-mail software in order to participate in our electronic communications program.

In addition, your computer hardware must be able to reliably run the software indicated above. You are also responsible for maintaining your own connection to the Internet. Furthermore, we recommend that you also have a printer connected to the computer so you may print and save disclosures and other information you receive electronically. You understand that you are responsible for installation, maintenance and operation of your computer, computer peripherals, and software. You assume full responsibility of ensuring these requirements are met should any changes be made to your existing computer system. Acra Lending is not responsible for any errors or failures of your computer or its software.

### **Termination/Changes**

We reserve the right, in our sole discretion, to discontinue providing your account information electronically, or to terminate or change the terms and conditions on which we provide account information electronically. We will provide you with notice of any such termination or change as required by law.

### **Consenting**

To consent to the above terms, please print and sign this disclosure and return with your loan application or to the address noted below.

By giving your consent to electronically receive disclosures, notices, terms and conditions or other documents you can significantly shorten the length of time on the federally mandated waiting period.

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Date of Signature

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Borrowing Entity Name

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Signature of Authorized Signer on Behalf of Entity

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Printed Name of the Authorized Signer on Behalf of Entity

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Authorized Signer Email Address

## **CONTACT POINTS FOR ACRA LENDING**

**MAIL:** 25531 Commercentre Drive, Suite 160, Lake Forest CA 92630

**EMAIL:** [customerservice@acralending.com](mailto:customerservice@acralending.com)

**PHONE:** (888) 800-7661



## **MORTGAGE FRAUD IS INVESTIGATED BY THE FBI**

**Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application or the purpose of influencing in any way the action of a financial institution.**

**Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:**

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 101 O - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number

*Unauthorized use of FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product of service.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**PATRIOT ACT INFORMATION DISCLOSURE**  
**IMPORTANT INFORMATION ABOUT APPLICATION PROCEDURES**

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 every customer.

What this means for you: When you apply for a loan, 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.

**ACKNOWLEDGMENT OF RECEIPT**

*I received a copy of this notice.*

**BORROWER/Entity:**

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]