

**Income Documentation:**

- ☒ Copy of NAU transcripts

**Asset Documentation:**

- ☒ Signed and Executed letter from Linda McVey stating that Brian Cullinan has full access to Bank of America accounts
- ☐ A copy of all CLEARED Earnest Money checks. We need the images of the checks AFTER they have cleared your account. Please send to us as soon as they clear.

**Miscellaneous Documentation:**

- ☒ Credit Inquiries Letter: Please **type and sign** a letter of explanation that addresses the purpose and outcome of the following inquiries that appear on your credit report. We need to know WHY you applied for credit and whether the credit resulted in new credit and new debt.
- ☐ Proof of Home Owners Insurance. If you haven't set up a policy yet, please provide an insurance quote. Guaranteed Rate does insurance as well! If you would like one of our Insurance Representatives to provide a quote for you, please let me know.
- ☒ Copy of Social Security Card/Drivers License/Permanent Resident Card

1. **DISCLOSURES – Pages 1-15:**

- Signature(s) on page 2 to authorize release of information
- Initial(s) on top of page 4 stating your rate is **UNLOCKED**
- Initial(s) on page 6 stating you did or did not receive incentives or concessions. Closing cost credits are considered incentives or concessions
- Signature(s) needed on page 15

2. **GOOD FAITH ESTIMATE** - No Signature Needed

- 1<sup>st</sup> page is a summary showing rate/term/loan amount/rate lock term if locked.
- 2<sup>nd</sup> page section 2 will show any additional credits/charges to you.
- 2<sup>nd</sup> page section 4 is an **ESTIMATE** of your title fees at closing.
- 2<sup>nd</sup> page section 10 daily interest is again **ESTIMATED** and will change based on closing date.
- 3<sup>rd</sup> page is primarily definitional and explains what fees can change from the quotes and what cannot.

3. **TRUTH IN LENDING DISCLOSURE:** Please sign and date

4. **CONFIRMATION OF CONSUMER RECEIPT:** Please sign and date

5. **SERVICE PROVIDER LIST**

- We have listed an example title company that you will **NOT** be using, as well as an example homeowner's insurance company (however we are assuming you will use your existing homeowner's insurance)
- Sign bottom of page 2.

6. **UNIFORM RESIDENTIAL LOAN APPLICATION**

- Sign the first page at the top above the line "Borrower" (Co-borrower – if applicable)
- Sign and date in middle of page 4
- Sign and date the bottom of any additional pages

7. **4506-T REQUEST FOR TAX TRANSCRIPTS** - Please sign bottom

8. **STATE SPECIFIC DISCLOSURES** – Please sign all forms. If Illinois, please also select an escrow option by **INITIALING** in the **proper** box.

9. **FHA DISCLOSURES**

## Loan Summarization Sheet

The example of loan costs illustrated below does not represent a "Good Faith Estimate of Closing Costs" that you will receive once you apply for a loan. This example is being provided to you for illustrative purposes only, and the amounts shown therein are only approximations. The actual amounts for each item may vary by town, property type, title vesting, or other factors, and there may be additional cost in any mortgage transaction, that are not detailed below. **This is an approximate loan cost example, and does not constitute a loan approval, or a commitment to lend.** As interest rates change daily, the monthly payment information listed below is subject to change.

Borrower Name: Brian James Cullinan

Monday, January 16, 2012

Purchase Price (Purchase) or Loan Balance (Refinance)	218,000.00
Loan Amount	212,473.00
Subordinate Financing	
Interest Rate Selected:	3.875%
APR	4.755%
Product:	FHA 30 Year Fixed
Amortization (# of months)	360
Monthly Principal and Interest Payment	999.13
Other Financing	
Hazard Insurance	65.00
Monthly Real Estate Taxes	162.08
Mortgage Insurance or FHA MIP (if applicable)	199.95
Flood Insurance	
HOA (if applicable)	
<b>Total Monthly Payment:</b>	<b>1,426.16</b>
<b>Approximate fees for closing:</b>	
Lender Fees	840.00
Credit or Charge for the interest rate selected: (points)	
PMI/MIP/VA Funding Fee Paid in Cash	2,103.70
Appraisal	400.00
Origination Fee	
Condo Documentation Fee	
Application Fee	150.00
Total Title/Attorney charges	3,600.00
Other Fees	10.00
State / City / County Tax stamps	250.00
CC paid by Broker, Lender, Oth.	
Other: Seller Credit (Owner's Policy)	2,000.00
Other: Seller Credit	4,000.00
Other: Lender Credit	545.00
Other:	
<b>Total:</b>	<b>808.70</b>
<b>Prepaid interest and Escrows:</b>	
Prepaid interest Charge (reflects 15 days)	909.04
1 Year Insurance Premium	789.00
Tax Escrows (Reserves)	810.46
Home Owners Insurance Escrows	130.00
Flood Escrows	
<b>Total Prepaid Expenses and Escrows:</b>	<b>2,329.44</b>
<b>Downpayment:</b>	<b>7,630.00</b>
<b>TOTAL Cash needed to close:</b>	<b>8,665.14</b>


This is an approximate loan cost example, and does not constitute a loan approval, or a commitment to lend. As interest rates change daily, the monthly payment information listed below is subject to change. The figures as shown in this worksheet are not an example of actual program terms. Your individual terms will vary. All approvals are subject to underwriting guidelines. Program rates, terms, and conditions are subject to change at any time.

# Guaranteed Rate, Inc

## 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" or "Co-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 who has community 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 or other person 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 this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below).

 1/17/12

Borrower \_\_\_\_\_ Co-Borrower \_\_\_\_\_

### I. TYPE OF MORTGAGE AND TERMS OF LOAN

<b>Mortgage</b> <input type="checkbox"/> VA <input type="checkbox"/> Conventional <input type="checkbox"/> Other (explain): <b>Applied for:</b> <input checked="" type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service	<b>Agency Case Number</b> 023-4767190703	<b>Lender Case Number</b> 11100688215
<b>Amount</b> \$ 212,473.00	<b>Interest Rate</b> 3.875 %	<b>No. of Months</b> 360
<b>Amortization</b> <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <b>Type:</b> <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):		

### II. PROPERTY INFORMATION AND PURPOSE OF LOAN

<b>Subject Property Address (street, city, state, &amp; ZIP)</b> 6934 E Sandra Terrace, Scottsdale, AZ 85254 County: Maricopa	<b>No. of Units</b> 1
<b>Legal Description of Subject Property (attach description if necessary)</b> SEE TITLE REPORT	<b>Year Built</b>

<b>Purpose of Loan:</b> <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<b>Property will be:</b> <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
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Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance:	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost \$:

<b>Title will be held in what Name(s)</b> Brian James Cullinan	<b>Manner in which Title will be held</b> Single man	<b>Estate will be held in:</b> <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
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Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)

Checking/Savings

### III. BORROWER INFORMATION

Borrower	Co-Borrower
<b>Borrower's Name (include Jr. or Sr. if applicable)</b> Brian James Cullinan	
<b>Social Security Number</b> 270-86-4986	<b>Social Security Number</b> //
<b>Home Phone (incl. area code)</b> 480-466-0856	<b>Home Phone (incl. area code)</b> //
<b>DOB (MM/DD/YYYY)</b> 11/12/1986	<b>DOB (MM/DD/YYYY)</b> //
<b>Yrs. School</b> 17	<b>Yrs. School</b> //
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated
<b>Dependents (not listed by Co-Borrower)</b> no. ages 0	<b>Dependents (not listed by Borrower)</b> no. ages
<b>Present Address (street, city, state, ZIP)</b> <input type="checkbox"/> Own <input checked="" type="checkbox"/> Rent No. Yrs. 9259 E Raintree Dr Scottsdale, AZ 85260 0Y9M	<b>Present Address (street, city, state, ZIP)</b> <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
<b>Mailing Address, if different from Present Address</b> 9259 E Raintree Dr Scottsdale, AZ 85260	<b>Mailing Address, if different from Present Address</b>
<b>If residing at present address for less than two years, complete the following:</b>	
<b>Former Address (street, city, state, ZIP)</b> <input type="checkbox"/> Own <input checked="" type="checkbox"/> Rent No. Yrs. 3200 S Litzler Dr Flagstaff, AZ 86001 4Y8M	<b>Former Address (street, city, state, ZIP)</b> <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.

### IV. EMPLOYMENT INFORMATION

Borrower	Co-Borrower
<b>Name &amp; Address of Employer</b> <input type="checkbox"/> Self Employed Epic Research & Diagnostic 8501 E Princess Dr. #100 Scottsdale, AZ 85255	<b>Name &amp; Address of Employer</b> <input type="checkbox"/> Self Employed
<b>Yrs. on this job</b> 0Y11M <b>Yrs. employed in this line of work/profession</b> 6	<b>Yrs. on this job</b>  <b>Yrs. employed in this line of work/profession</b>
<b>Position/Title/Type of Business</b> Software Design	<b>Position/Title/Type of Business</b>
<b>Business Phone (incl. area code)</b> 480-477-5242	<b>Business Phone (incl. area code)</b>

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

# Guaranteed Rate, Inc

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to) 01/01/2006 01/01/2011	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
CEFNS @ NUA 2112 S Huffer Lane Flagstaff, AZ 86011		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code) 928-523-2408		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*	\$ 4,166.65		\$ 4,166.65	Rent	\$ 935.00	
Overtime				First Mortgage (P&I)		\$ 999.13
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		65.00
Dividends/Interest				Real Estate Taxes		162.08
Net Rental Income				Mortgage Insurance		199.95
Other (before completing, see the notes in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
<b>Total</b>	<b>\$ 4,166.65</b>		<b>\$ 4,166.65</b>	<b>Total</b>	<b>\$ 935.00</b>	<b>\$ 1,426.16</b>

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

Described 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.

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Description		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.		
Cash deposit toward purchase held by:	\$			
<b>List checking and savings accounts below</b>				
Name and address of Bank, S&L, or Credit Union <b>BANK OF AMERICA</b>		Name and address of Company <b>CITI</b>	\$ Payment/Months <b>20.00</b>	\$ <b>449.00</b>
<b>PO BOX 25118</b> <b>Tampa, FL 33622</b>		<b>POB 6241</b> <b>SIOUX FALLS, SD 57117</b>	<b>23</b>	
Acct. no. <b>004654223271</b>	<b>\$ 467.06</b>	Acct. no. <b>546616011610</b>		
Name and address of Bank, S&L, or Credit Union <b>BANK OF AMERICA</b>		Name and address of Company	\$ Payment/Months	\$
<b>PO BOX 25118</b> <b>Tampa, FL 33622</b>				
Acct. no. <b>004675526407</b>	<b>\$ 8,199.83</b>	Acct. no.		
Name and address of Bank, S&L, or Credit Union <b>PAYPAL</b>		Name and address of Company	\$ Payment/Months	\$
		Acct. no.		

**1. ASSETS AND LIABILITIES (cont.)**Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet)

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s)

Account Number

1003 Page 3 (Letter) - 04/2010 - Encompass360<sup>TM</sup>



VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS				
i. Other Credits (explain)		If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Borrower		Co-Borrower	
<b>Seller Credit (Owner's Policy)</b>	<b>2,000.00</b>		Yes	No	Yes	No
<b>Seller Credit</b>	<b>4,000.00</b>					
<b>Lender Credit</b>	<b>545.00</b>					
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	<b>210,370.00</b>	j. Are you a U.S. citizen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. PMI, MIP, Funding Fee financed	<b>2,103.00</b>	k. Are you a permanent resident alien?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Loan amount (add m & n)	<b>212,473.00</b>	l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Cash from / to Borrower (subtract j, k, l & o from i)	<b>8,665.14</b>	m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(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)?				

#### 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 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.

**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 business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature <b>X</b> <i>Brian James Cullinan</i>	Date <b>1/17/12</b>	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.)

<b>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>Race:</b> <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <b>Sex:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	<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 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"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male
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**To be Completed by Loan Originator:**

This information was provided:

☐ In a face-to-face interview

☒ In a telephone interview

☐ By the applicant and submitted by fax or mail

☐ By the applicant and submitted via e-mail or the Internet

Loan Originator's Signature <b>X</b>		Date <b>01/13/2012</b>
Loan Originator's Name (print or type) <b>Steve Miksta</b>	Loan Originator Identifier <b>235760</b>	Loan Originator's Phone Number (including area code) <b>602-828-2847</b>
Loan Origination Company's Name <b>Guaranteed Rate, Inc</b>		Loan Origination Company's Address <b>14811 N Kierland Boulevard Suite 100 Scottsdale, AZ 85254</b>

# HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No.

VA: 2900-0144

HUD: 2502-0059 (exp 02/28/2014)

<b>Part I - Identifying Information</b> (mark the type of application) <input type="checkbox"/> VA Application for Home Loan Guaranty <input checked="" type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		<b>2. Agency Case No.</b> (include any suffix) <b>023-4767190703</b>	<b>3. Lender's Case No.</b> <b>11100688215</b>	<b>4. Section of the Act (for HUD cases)</b> <b>203B</b>
<b>5. Borrower's Name &amp; Present Address</b> (include zip code) <b>Brian James Cullinan</b>  <b>9259 E Raintree Dr</b> <b>Scottsdale, AZ 85250</b>		<b>7. Loan Amount</b> (include the UPMP if for HUD or Funding Fee (if for VA)) <b>\$212,473.00</b>	<b>8. Interest Rate:</b> <b>3.875 %</b>	<b>9. Proposed Maturity</b> <b>30 yrs.</b> mos.
<b>6. Property Address</b> (including name of subdivision, lot & block no. & zip code) <b>6934 E Sandra Terrace</b> <b>Scottsdale, AZ 85254</b>		<b>10. Discount Amount</b> (only if borrower is permitted to pay) <b>\$2,103.70</b>	<b>11. Amount of Up Front Premium</b> <b>\$ 199.95 /mo.</b>	<b>12a. Amount of Monthly Premium</b> <b>109 months</b>
<b>13. Lender's I.D. Code</b> <b>1989500020</b>		<b>14. Sponsor / Agent I.D. Code</b>		
<b>15. Lender's Name &amp; Address</b> (include zip code) <b>Guaranteed Rate, Inc.</b> <b>3940 N. Ravenswood</b> <b>Chicago, IL 60613</b>		<b>16. Name &amp; Address of Sponsor / Agent</b>		
<b>17. Lender's Telephone Number</b> <b>773-290-0505</b>		<b>18. Name &amp; Address of Sponsor / Agent</b>		

Type or Print all entries clearly

**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.

<b>18. First Time Homebuyer?</b> a. <input type="checkbox"/> Yes b. <input type="checkbox"/> No	<b>19. VA Only</b> Title will be Vested in: <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other (specify)	<b>20. Purpose of Loan</b> (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 type="checkbox"/> Refinance (Ref.) 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.

- The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.
- The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.
- 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.
- 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.

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

- 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.
- 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)
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**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. This collection of information is not subject to the OMB control number 0704-0188. The information requested on this 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 their 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 mortgagee. 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 the 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.

Signature(s) of Borrower(s) \_\_\_\_\_ Date Signed \_\_\_\_\_ Signature(s) of Co-Borrower(s) \_\_\_\_\_ Date Signed \_\_\_\_\_

*Brian Cullinan* 1/17/12

#### Part V – Borrower Certification

##### 22. Complete the following for a HUD/FHA Mortgage.

22a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage? ☐ Yes ☒ No

Is it to be sold? ☐ Yes ☐ No  
22b. Sales Price \$  
22c. Original Mortgage Amount \$

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 an 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 (\$ 220,000 ) 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 higher 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)—Do not sign unless this application is fully completed. Read the certifications carefully & review accuracy of this application.

Signature(s) of Borrower(s) \_\_\_\_\_ Date Signed \_\_\_\_\_ Signature(s) of Co-Borrower(s) \_\_\_\_\_ Date Signed \_\_\_\_\_

*Brian Cullinan* 1/18/12

(Borrowers Must Sign Both Parts IV & V) Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal conspiracy 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		023-4767190703	11100688215	203B
5. Borrower's Name & Present Address (include zip code) <b>Brian James Cullinan</b>  <b>9259 E Raintree Dr Scottsdale, AZ 85260</b>		7. Loan Amount (include the UFMP) \$ <b>212,473.00</b>	8. Interest Rate <b>3.875</b> %	9. Proposed Maturity <b>30</b> yrs mos.
6. Property Address (including name of subdivision, lot & block no. & zip code)  <b>6934 E Sandra Terrace Scottsdale, AZ 85254</b>		10. Discount Amount (only if borrower is permitted to pay) \$ <b>2,103.70</b>	11. Amount of Up Front Premium \$ <b>199.95</b> /mo.	12a. Amount of Monthly Premium <b>109</b> months
		13. Lender's I.D. Code <b>1989500020</b>	14. Sponsor / Agent I.D. Code	
15. Lender's Name & Address (include zip code)  <b>Guaranteed Rate, Inc. 3940 N. Ravenswood Chicago, IL 60613</b>		16. Name & Address of Sponsor / Agent		
Type or Print all entries clearly		17. Lender's Telephone Number <b>773-290-0505</b>		
Sponsored Originations	Name of Loan Origination Company  <b>Guaranteed Rate, Inc</b>	Tax ID of Loan Origination Company	NMLS ID of Loan Origination Company  <b>2611</b>	

☐ **Approved:** Approved subject to the additional conditions stated below, if any.

Date Mortgage Approved: //

Date Approval Expires: //

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

## 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.

Mortgage Representative

☐ This mortgage was rated as a "refer" by a 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.

**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.

Borrower(s) Signature(s) & Date:

*Devin Cubison*

**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

, 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>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

## AMENDATORY CLAUSE

"It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than

\$ \_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable." The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

## REAL ESTATE CERTIFICATION

I/We hereby certify all terms stated in the Sales contract by and between \_\_\_\_\_  
(seller)

\_\_\_\_\_ and \_\_\_\_\_  
(seller) (buyer)

\_\_\_\_\_ dated \_\_\_\_\_ on the property located at  
(buyer) (dated)

\_\_\_\_\_ are true to the best of my knowledge and  
(property address)

belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to the Sales Agreement.



Buyer

Buyer

Seller

Seller

Selling Agent

Listing Agent

WARNING: Section 1010 of Title 18 U.S.C. "Federal Housing Administration Transaction" provides "whoever, for the purposes of influencing in any way the action of such Administration, makes, passes, utters, or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both." Other Federal Statutes provide severe penalties for any fraud or intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of any loan by the Administrator for Veteran Affairs.

AMENDATORY CLAUSE - GUARANTEED RATE FORM 8/08



# Important Notice to Homebuyers

U.S. Department of Housing  
and Urban Development  
Office of Housing - Federal  
Housing Commissioner

OMB Approval No. 2502-0059  
(Expires 02/28/2014)

**You must** read this entire document at the time you apply for the loan.  
Return one copy to lender as proof of notification and keep one copy for your records.

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## Condition of Property

The property you are buying is not HUD/FHA approved and HUD/FHA does not warrant the condition or the value of the property. An appraisal will be performed to estimate the value of the property, but this appraisal does not guarantee that the house is free of defects. You should inspect the property yourself very carefully or hire a professional inspection service to inspect the property for you.

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## Interest Rate and Discount Points

HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the lender you have chosen.

The interest rate, any discount points and the length of time the lender will honor the loan terms are all negotiated between you and the lender.

The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.

Lenders may agree to guarantee or "lock-in" the loan

terms for a definite period of time (i.e., 15, 30, 60 days, etc.) or may permit your loan to be determined by future market conditions, also known as "floating". Lenders may require a fee to lock in the interest rate or the terms of the loan, but must provide a written agreement covering a minimum of 15 days before the anticipated closing. Your agreement with the lender will determine the degree, if any, that the interest rate and discount points may rise before closing.

If the lender determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

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## Don't Commit Loan Fraud

It is important for you to understand that you are required to provide complete and accurate information when applying for a mortgage loan.

Do not falsify information about your income or assets.

Disclose all loans and debts (including money that may have been borrowed to make the downpayment.)

Do not provide false letters-of-credit, cash-on-hand statements, gift letters or sweat equity letters.

Do not accept funds to be used for your downpayment from any other party (seller, real estate salesperson, builder, etc.)

Do not falsely certify that a property will be used for your primary residence when you are actually going to use it as a rental property.

Do not act as a "strawbuyer" (somebody who purchases a property for another person and then transfers title of the property to that person), nor should you give that person personal or credit information for them to use in any such scheme.

Do not apply for a loan by assuming the identity of another person.

**Do not sign an incomplete or blank document; that is, one missing the name and address of the recipient and/or other important identifying information.**

**Penalties for Loan Fraud:** Federal laws provide severe penalties for fraud, misrepresentation, or conspiracy to influence wrongly the issuance of mortgage insurance by HUD. You can be subject to a possible prison term and fine of up to \$10,000 for providing false information. Additionally, you could be prohibited from obtaining a HUD-insured loan for an indefinite period.

**Report Loan Fraud:** If you are aware of any fraud in HUD programs or if an individual tries to persuade you to make false statements on a loan application, you should report the matter by calling your nearest HUD office or the HUD Regional Inspector General, or call the HUD Hotline on 1 (800) 347-3735.

**Warning:** It is a crime to knowingly make false statements to the United States Government on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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## Discrimination

If you believe you have been subject to discrimination because of race, color, religion, sex, handicap, familial status, or national origin, you should call HUD's Fair Housing & Equal Opportunity Complaint Hotline: 1 (800) 669-9777.



### About Prepayment

This notice is to advise you of the requirements that must be followed to accomplish a prepayment of your mortgage, and to prevent accrual of any interest after the date of prepayment.

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment, the prepayment must be received on the installment due date (the first day of the month) if the lender stated this policy in its response to a request for a payoff figure.

Otherwise, you may be required to pay interest on the amount prepaid through the end of the month. The lender can refuse to accept prepayment on any date other than the installment due date.

### FHA Mortgage Insurance Information

#### Who may be eligible for a refund?

**Premium Refund:** You may be eligible for a refund of a portion of the insurance premium if you paid an upfront mortgage insurance premium at settlement and are refinancing with another FHA mortgage.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

#### Exceptions:

**Assumptions:** When an FHA insured loan is assumed the insurance remains in force (the seller receives no refund). The owner(s) of the property at the time the insurance is terminated is entitled to any refund.

**FHA-to-FHA Refinance:** When an FHA insured loan is refinanced, the refund from the old premium may be applied toward the upfront premium required for the new loan.

#### How are Refunds Determined?

The FHA Commissioner determines how much of the upfront premium is refunded when loans are terminated. Refunds are based on the number of months the loan is insured.

#### Monthly Insurance Premiums

If you paid an upfront mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan-to-value of your mortgage reaches 78 percent of the initial sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach the 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent loan-to-value threshold. If you were not charged an upfront premium, you will pay the monthly premium for the life of the mortgage.

023-4767190703

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**IMPORTANT:** The rules governing the eligibility for premium refunds are based on the financial status of the FHA insurance fund and are subject to change.

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SI USTED HABLA ESPANOL Y TIENE DIFICULTAD LEYENDO O HABLANDO INGLES, POR FAVOR LLAME A ESTE NUMERO TELEFONICO 800.697.6967.

**You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.**

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**Acknowledgment:** I acknowledge that I have read and received a copy of this notice at the time of loan application. This notice does not constitute a contract or binding agreement. It is designated to provide current HUD/FHA policy regarding refunds.

Signature & Date:

x  1/17/12

Signature & Date:

x \_\_\_\_\_

Signature & Date:

x \_\_\_\_\_

Signature & Date:

x \_\_\_\_\_

# For Your Protection: Get a Home Inspection

## Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition; structure, construction and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

## Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

## FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

## Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

## Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

## Informed Consumer Choice Disclosure Notice

In addition to an FHA-insured mortgage, you may also qualify for other mortgage products offered by your lender. To assure that you are aware of possible choices in financing, your lender has prepared a comparison of the typical costs of alternative conventional mortgage product(s) below, using representative loan amounts and costs (the actual loan amounts and associated costs shown below will vary from your own mortgage loan transaction). You should study the comparison carefully, ask questions, and determine which product is best for you. The information provided below was prepared as of **01/16/2012**.

Neither your lender nor FHA warrants that you actually qualify for any mortgage loan offered by your lender. This notice is provided to you to identify the key differences between these mortgage products offered by your lender. **This disclosure is not a contract and does not constitute loan approval.** Actual mortgage approval can only be made following a full underwriting analysis by your mortgage lender.

		FHA Financing 203(b) Fixed Rate	Conventional Financing 95% with Mortgage Insurance (MI)
1.	Sales Price	\$100,000	\$100,000
2.	Mortgage Amount	\$96,500 (\$97,465 with upfront Mortgage Insurance Premium)	\$95,000
3.	Closing Costs	\$2,000	\$2,000
4.	Downpayment Needed	\$3,500	\$5,000
5.	Interest Rate and Term of Loan in Years	5.00% / 30 Year Loan	5.00% / 30 Year Loan
6.	Monthly Payment (principal and interest only)	\$518.03	\$509.98
7.	Loan-to-Value	96.50%	95%
8.	Monthly Mortgage Insurance	\$91.86 <sup>1</sup>	\$53.04
9.	Maximum Number of Years of Monthly Insurance Premium Payments	Approx. 10.3 Years	Approx. 9.9 Years
10.	Upfront Mortgage Insurance Premium (if applicable)	\$965.00 <sup>2</sup> (Included in Mortgage Amount, line 2)	N/A

<sup>1</sup> Monthly mortgage insurance premiums are calculated on the average annual principal balance, i.e., as the amount you owe on the loan decreases each year, so does the amount of the monthly premium.

<sup>2</sup> Based on an upfront mortgage insurance premium rate of 1.000%.

### FHA Mortgage Insurance Premium Information

If you paid an upfront mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan-to-value ratio of your mortgage reaches 78 percent of the *initial* sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach the 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent level through normal amortization.

If you have a 15-year mortgage, you will reach the 78 percent loan-to-value threshold earlier than on longer term mortgages and may not have to pay monthly mortgage insurance premiums for the full five years.

You are required to make these payments on your FHA-insured loan unless you refinance or the mortgage is otherwise paid in full.

If you were *not* charged an upfront premium, you will pay the monthly premium for the life of the mortgage.

 1/17/12

Borrower

Date

Co-Borrower

Date

Brian James Cullinan

**Notice to Homeowner**  
**Assumption of HUD/FHA Insured Mortgages**  
**Release of Personal Liability**

FHA Case Number: 023-4767190703

Loan Number: 11100688215

You are legally obligated to make the monthly payments required by your mortgage (deed of trust) and promissory note.

The Department of Housing and Urban Development (HUD) has acted to keep investors and non-creditworthy purchasers from acquiring one-to-four family residential properties covered by certain FHA-insured mortgages. There are minor exceptions to the restriction on investors: loans to public agencies and some non-profit organizations, Indian tribes or servicepersons; and loans under special mortgage insurance programs for property by HUD, rehabilitation loans or refinancing of insured mortgages. Your lender can advise you if you are included in one of these exceptions.

HUD will therefore direct the lender to accelerate this FHA-insured mortgage loan if all or part of the property is sold or transferred to a purchaser or recipient (1) who will not occupy the property as his or her principal residence, or (2) who does occupy the property but whose credit has not been approved in accordance with HUD requirements. This policy will apply except for certain sales or transfers where acceleration is prohibited by law.

When a loan is accelerated, the entire balance is declared "immediately 'due and payable'." Since HUD will not approve the sale of the property covered by this mortgage to an investor or to a person whose credit has not been approved, you, the original homeowner, would remain liable for the mortgage debt even though the title to the property might have been transferred to the new buyer.

Even if you sell your home by letting an approved purchaser (that is, a creditworthy owner-occupant) assume your mortgage, you are still liable for the mortgage debt unless you obtain a release from liability from your mortgage lender. FHA-approved lenders have been instructed by HUD to prepare such a release when a original homeowner sells his or her property to a creditworthy purchaser who executes an agreement to assume and pay the mortgage debt and thereby agrees to become the substitute mortgagor. The release is contained in Form HUD-92210-1, ("Approval of Purchaser and Release of a creditworthy owner-occupant purchaser who executes an agreement to assume personal liability for the debt. When this form is executed, you are no longer liable for the mortgage debts.

You must sign and date this Notice as indicated, return one copy to your lender as proof of notification and keep one copy for your records.

1/17/12

Date



Instruction to Lender: A copy of this Notice must be given to the mortgagor(s) on or before the date of settlement. You should retain a signed copy in the origination file.

IMPORTANT NOTICE TO HOMEBUYER – GUARANTEED RATE FORM - REVISED 8/08



# Good Faith Estimate (GFE)

Name of Originator <b>Guaranteed Rate, Inc</b> <b>Steve Miksta</b>	Borrower <b>Brian James Cullinan</b>
Originator Address <b>14811 N Kierland Boulevard Suite 100</b> <b>Scottsdale, AZ 85254</b>	Property Address <b>6934 E Sandra Terrace</b> <b>Scottsdale, AZ 85254</b>
Originator Phone Number	Date of GFE <b>01/16/2012</b>
Originator Email <b>steve.miksta@guaranteedrate.com</b>	

## 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

1. The interest rate for this GFE is available through **1/16/2012**. 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.
2. This estimate for all other settlement charges is available through **01/30/2012**.
3. After you lock your interest rate, you must go to settlement within **NA** days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least **15** days before settlement.

## Summary of your loan

Your initial loan amount is	<b>\$ 212,473.00</b>
Your loan term is	<b>30 years</b>
Your initial interest rate is	<b>3.875 %</b>
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	<b>\$ 1,199.08</b> 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 \$ **1,199.08**.

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.)	<b>\$ 990.00</b>
<b>B</b>	Your Charges for All Other Settlement Services (See page 2.)	<b>\$ 8,693.14</b>
<b>A + B</b>	<b>Total Estimated Settlement Charges</b>	<b>\$ 9,683.14</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																					
1. Our origination charge This charge is for getting this loan for you.	990.00																				
2. Your credit or charge (points) for the specific interest rate chosen <input checked="" type="checkbox"/> The credit or charge for the interest rate of <b>3.875</b> % is included in "Our origination charge." (See item 1 above.) <input type="checkbox"/> You receive a credit of \$ <input type="text"/> for this interest rate of <input type="text"/> %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ <input type="text"/> for this interest rate of <input type="text"/> %. This charge (points) increases 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.	0.00																				
<b>A</b> Your Adjusted Origination Charges	\$ 990.00																				
Your Charges for All Other Settlement Services																					
3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Appraisal Fee</td> <td>400.00</td> <td></td> <td></td> </tr> <tr> <td>Credit Report</td> <td>5.00</td> <td></td> <td></td> </tr> <tr> <td>Flood Certification</td> <td>5.00</td> <td></td> <td></td> </tr> <tr> <td>Mortgage Insurance Premium</td> <td>2,103.70</td> <td></td> <td></td> </tr> </tbody> </table>	Service	Charge	Service	Charge	Appraisal Fee	400.00			Credit Report	5.00			Flood Certification	5.00			Mortgage Insurance Premium	2,103.70			2,513.70
Service	Charge	Service	Charge																		
Appraisal Fee	400.00																				
Credit Report	5.00																				
Flood Certification	5.00																				
Mortgage Insurance Premium	2,103.70																				
4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.	1,600.00																				
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.	2,000.00																				
6. Required services that you can shop for 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"> <thead> <tr> <th>Service</th> <th>Charge</th> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table>	Service	Charge	Service	Charge																	0.00
Service	Charge	Service	Charge																		
7. Government recording charges These charges are for state and local fees to record your loan and title documents.	250.00																				
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.	0.00																				
9. Initial deposit for your escrow account 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 checked="" type="checkbox"/> all insurance, and <input type="checkbox"/> other <input type="text"/> .	940.40																				
10. Daily interest charges 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 \$ <b>22.5571</b> per day for <b>27</b> days (if your settlement is <b>02/03/2012</b> ).	609.04																				
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1"> <thead> <tr> <th>Policy</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Homeowner's Insurance</td> <td>780.00</td> </tr> </tbody> </table>	Policy	Charge	Homeowner's Insurance	780.00	780.00																
Policy	Charge																				
Homeowner's Insurance	780.00																				
<b>B</b> Your Charges for All Other Settlement	\$ 8,693.14																				
<b>A</b> + <b>B</b> Total Estimated Settlement Charges	\$ 9,683.14																				



# 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	\$ <b>212,473.00</b>	\$ <b>212,473.00</b>	\$ <b>212,473.00</b>
Your initial interest rate <sup>1</sup>	<b>3.875 %</b>	%	%
Your initial monthly amount owed	\$ <b>1,199.08</b>	\$	\$
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	\$ <b>9,683.14</b>	\$	\$

<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				
Loan term				
Initial interest rate				
Initial monthly amount owed				
Rate lock period				
Can interest rate rise?				
Can loan balance rise?				
Can monthly amount owed rise?				
Prepayment penalty?				
Balloon payment?				
<b>Total Estimated Settlement Charges</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.



## Service Providers List and Contact Information

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*Instructions for Use: Loan Originators are to provide this list to all Borrowers when providing a GFE. Signature required on Page 2.*

Borrower Last Name: Cullinan  
Borrower First Name: Brian  
Loan #: 11100688215

### General Information

The companies listed below are Providers of Services associated with fees shown on your Good Faith Estimate. You may choose to select your own Service Provider for any of these services including your own attorney/legal counsel and insurance provider. If choosing your own, then the fees for that service may or may not be the same as we have estimated on the Good Faith Estimate. To the best of our knowledge, the companies listed provide these services within the area of the subject loan property. Should you find that they are unable to complete these services, please notify us immediately and we will be able to provide the name and contact information for another company. Please note that unless the company listed below is listed on the Controlled Business Disclosure provided to you, Guaranteed Rate has no interest or affiliation with the company and can make no representations to the service(s) provided. These companies are listed only to provide you with an estimate of the fees for those services.

**-In the event that this is a purchase transaction and you elect to utilize the services of the service providers identified herein, any and all arrangements must be made directly between you and the service provider. Please advise Guaranteed Rate in the event that any such service providers are utilized.**

**-In the event that this is a refinance transaction, Guaranteed Rate will order the relevant title services from the Title Insurance Company identified herein unless you provide Guaranteed Rate with written direction to order such services from another Guaranteed Rate approved title insurance provider. Guaranteed Rate will not be responsible for obtaining/ordering any other required services.**

### Title Insurance Company (#4 and #5 on the GFE)

Service Provided: mortgage title insurance, closing preparation and all related title settlement services  
Name: Accurate Group Settlement Services  
Street Address: 5516 Falmouth Street, Suite 301B  
City, State and Zip: Richmond, VA 23230  
Phone Number: 888-545-6586

### Homeowners Insurance Company (#11 on the GFE)

*Guaranteed Rate will require proof of insurance prior to closing. You may obtain insurance from any insurance agent, broker or firm that sells such insurance. Your choice of insurance will not affect our credit decision or your credit terms. Guaranteed Rate will not disapprove any insurance policy you provide for the protection of the real property securing repayment of the loan, unless such disapproval is based solely on reasonable standards uniformly applied, relating to the extent of coverage required and the financial soundness and the services of the insurance company, agent, solicitor or broker you select.*

Service Provided: homeowners hazards insurance policy  
Name: GUARANTEED RATE INSURANCE, LLC  
Street Address: 3940 N. Ravenswood  
City, State and Zip: Chicago, IL 60613  
Phone Number: 773-654-2042

## Service Providers List and Contact Information

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### Home Inspection Company (#6 on the GFE)

Service Provided: Performs on site inspection of the subject property for material defects. Type of the inspections can vary widely dependent upon company selected and items included. May include an inspection of heating, cooling, plumbing and roof and other key components of the home.

Name:

Street Address:

City, State and Zip :

Phone Number:

### Pest Inspection Company

Service Provided: Performs on site inspection for termite infestation and damage.

Name:

Street Address:

City, State and Zip: ,

Phone Number:

### Other Service Provider (#6 on the GFE)

(List only if any other Service Provider may be applicable to the proposed property and loan)

Type of Service Provided:

Name:

Street Address:

City, State and Zip: ,

Phone Number:

### Other Service Provider (#6 on the GFE)

(List only if any other Service Provider may be applicable to the proposed property and loan)

Type of Service Provided:

Name:

Street Address:

City, State and Zip: ,

Phone Number:

### Other Service Provider (#6 on the GFE):

(List only if any other Service Provider may be applicable to the proposed property and loan)

Type of Service Provided:

Name:

Street Address:

City, State and Zip: ,

Phone Number:

Borrower Signature



Co-borrower Signature \_\_\_\_\_

# Federal Truth-In-Lending Disclosure Statement

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Lender: <b>Guaranteed Rate, Inc.</b>	Loan Number: <b>11100688215</b>	Date: <b>01/16/2012</b>
Borrower(s): <b>Brian James Cullinan</b>	Property Address: <b>6934 E Sandra Terrace Scottsdale, AZ 85254</b>	
<input checked="" type="checkbox"/> Initial Disclosure	<input type="checkbox"/> Final Disclosure	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
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.
<b>E</b> <b>4.755 %</b>	<b>E</b> <b>\$ 171,928.63</b>	<b>E</b> <b>\$ 207,760.26</b>	<b>E</b> <b>\$ 379,688.89</b>

INTEREST RATE AND PAYMENT SUMMARY	
	Rate & Monthly Payment
Interest Rate	<b>3.875%</b>
Principal + Interest Payment	<b>\$ 999.13</b>
<input checked="" type="checkbox"/> Est. Taxes + Insurance (Escrow)	
<input type="checkbox"/> Includes Private Mortgage Insurance	<b>\$ 427.03</b>
<input checked="" type="checkbox"/> Includes Mortgage Insurance	
<b>Total Est. Monthly Payment</b>	<b>\$ 1,426.16</b>

☐ **Demand Feature:** This loan transaction has a demand feature.

☒ **Required Deposit:** The annual percentage rate does not take into account your required deposit.

☐ **Variable Rate Feature:** Your loan contains a Variable Rate Feature. Disclosures about the Variable Rate Feature have been provided to you separately.

**Security:** You are giving security interest in: **6934 E Sandra Terrace, Scottsdale AZ 85254**

☒ the goods or property being purchased. ☐ real property you already own.

**THERE IS NO GUARANTEE THAT YOU WILL BE ABLE TO REFINANCE TO LOWER YOUR RATE AND PAYMENTS.**

**Filing or Recording Fees:** \$ 300.00

**Late Charge:** If a payment is more than **15** days late, you will be charged \$ **39.97** / **4.000 %** of the principal and interest overdue.

**Prepayment:** If you pay off your loan early, you

☐ may ☒ will not have to pay a penalty.

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

**IF YOU PREPAY YOUR LOAN OTHER THAN ON THE REGULAR INSTALLMENT DATE YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THE MONTH AND YOU MAY BE ENTITLED TO A REFUND OF PART OF THE FINANCE CHARGE.**

**Insurance:** Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

**This loan transaction requires the following insurance:**

☒ Hazard Insurance ☐ Flood Insurance ☐ Credit Insurance ☐ Credit Life Insurance ☐ PMI

You may obtain property insurance from anyone you want that is acceptable to the Lender. If you desire property insurance to be obtained through the Lender's designated agency, the cost will be set forth in a separate insurance statement furnished by the Lender.

☐ If you purchase insurance from Lender, you will pay \$ \_\_\_\_\_ for a one-year term.

**Assumption:** Someone buying your house:

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

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

**You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.**

☒ All dates and numerical disclosures except late payment disclosures are estimates. **E** means an estimate.

The undersigned hereby acknowledge(s) reading and understanding all of the information disclosed above, and receiving a completed copy of this disclosure on the date indicated below.

Read, acknowledged and accepted this

day of

Prepared By: **Dina Haselip**

  
Borrower  
**Brian James Cullinan**

Date

Co-borrower

Date



**CONFIRMATION OF CONSUMER RECEIPT OF Truth-In-Lending (TIL) Disclosure and CONSUMER AUTHORIZATION of Guaranteed Rate Application Fee**

Applicant Last Name **Cullinan** First Name **Brian James**

Co-Applicant Last Name First Name

Loan Number **11100688215**

Property Street Address **6934 E Sandra Terrace**

City **Scottsdale** State **AZ** Zip Code **85254**

Loan Amount \$ **212,473.00**

**Dear Applicant,**

Please be advised that the Application Package enclosed includes the Loan Application, Truth-In-Lending Disclosure, Good Faith Estimate and all other federally or state mandated Disclosures for the application for your mortgage loan.

By your signature below, you acknowledge receipt of the above named documents and I hereby authorize Guaranteed Rate to collect a non-refundable application fee for your mortgage loan application. (The application fee can be paid by personal check or VISA, MasterCard, Discover or American Express.)

If sent electronically to you by Guaranteed Rate, your signature below confirms that you have the ability to save or print the above named documents.

Applicant Signature  Date 1/17/12

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

*(This signed document must be received by Guaranteed Rate prior to an Application Fee being charged and at least 3 days prior to Loan Closing)*

**Request for Transcript of Tax Return**

OMB No. 1545-1872

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

**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](http://IRS.gov) and click on "Order a Transcript" or call 1-800-908-8946. 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, individual taxpayer identification number, or employer identification number (see instructions)
<b>Brian James Cullinan</b>	<b>270-86-4986</b>
<b>2a</b> If a joint return, enter spouse's name shown on tax return	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)	
<b>Brian James Cullinan</b>	<b>9259 E Raintree Dr Scottsdale, AZ 85260</b>
<b>4</b> Previous address shown on the last return filed if different from line 3 (See instructions)	
<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.	
<b>Guaranteed Rate Inc ISAOA/ATIMA</b>	
<b>3940 N Ravenswood, Chicago, IL 60613</b>	

**Caution:** If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

**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 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. 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. ☐

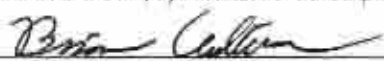
**8** Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information 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 2007, filed in 2008, will not be available from the IRS until 2009. 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.

**12/31/2009** **12/31/2010**

**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>		<b>1/17/12</b>	<b>480 466-0856</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

## General Instructions

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

**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 RAVS teams, send your request to the team 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](http://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)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia, (After June 30, 2011, send your transcript requests to Kansas City, MO)	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
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 top 8716 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
Arkansas, Connecticut, Delaware, District of Columbia, 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 9841 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  859-669-3582

**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.

**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 Internal Revenue Code 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 may 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 the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 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.

# guaranteed Rate



Date: January 16, 2012

Dear **Brian James Cullinan**:

**Current address:** 9259 E Raintree Dr Scottsdale, AZ 85260

**Subject property address:** 6934 E Sandra Terrace  
Scottsdale, AZ 85254

**Loan Originator Name:** Steve Miksta LO State License #: AZ - 0912930 - 0907078 LO NMLS#:235760

**Loan Number:** 11100688215

Thank you for selecting Guaranteed Rate as your mortgage lender. Our goal is to have your loan approved as quickly as possible and with that would like your signed Loan Application Package back within 48-72 hours in order to guarantee a speedy and smooth approval process. The **Loan Application Package** consists of:

- 15 page Multi-Disclosure Document for review and **your signature on pages 2 and 15 and your initials on pages 4 and 6.** (These Disclosures are mandatory by Federal agencies. FHA loans and State regulatory agencies may require additional separate disclosures.)
- 5 page (letter size) Uniform Residential Loan Application (named the URLA) which must be signed on the top of page 1 and the bottom of pages 4 and 5 (signed on the top of page 1 and bottom of pages 3 and 4 if printed on legal size).
- 3 page Initial Good Faith Estimate (GFE) of loan related costs for your review.
- 1 page Truth-in-Lending Disclosure (TIL) for your review and signature.
- 1 page Confirm of Consumer Receipt of TIL and Authorization for App fee for your review and signature.
- 2 page 4506-T for your review and signature.
- 2 page Service Provider List for your review and signature.
- We also need the following documents from you:

Please return your signed Loan Application Package to Guaranteed Rate within 48 hours to one of the following:

- fax to #877-275-1599 or email it to back to [steve.miksta@guaranteedrate.com](mailto:steve.miksta@guaranteedrate.com) or
- fax to # 773-290-0506 or email it back to [kristen.graves@guaranteedrate.com](mailto:kristen.graves@guaranteedrate.com)

Please note that any of the following events may adversely affect the loan decision. Therefore, if your loan is approved, you are required to immediately inform us if any of the below events or actions occurs prior to the closing and funding of your loan:

- Change in employment status or income, or change of employer.
- Any new inquiry into your credit, any new debt or credit obtained, or co-signing on any other loan.
- Any new property obtained, or undisclosed ownership in property at the time of application.

Your signature on the enclosed documents is your acknowledgment and intent to proceed with the loan application process. Please don't hesitate to call me if you have any questions, and thanks again for working with Guaranteed Rate,

Sincerely,

Steve Miksta  
Vice President of Mortgage Lending

**Borrower name(s):** Brian James Cullinan

**Current address:** 9259 E Raintree Dr Scottsdale, AZ 85260

**Subject property address:** 6934 E Sandra Terrace  
Scottsdale, AZ 85254

**Loan Officer Name** Steve Miksta

**Loan Officer License #** AZ - 0912930 - 0907078

**Loan Number** 11100688215

**I. CERTIFICATION AND AUTHORIZATION TO RELEASE INFORMATION DISCLOSURE**

To Whom It May Concern:

I/We have applied for a mortgage loan from Guaranteed Rate, Inc. As part of the application process, Guaranteed Rate, Inc. and the 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, and such information is subject to re-verification after the date of the loan disbursement.

I/We authorize you to provide to Guaranteed Rate, Inc., and to any investor to whom Guaranteed Rate, Inc. may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they may request. Such information shall include, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; copies of income tax returns; and rental/mortgage verifications.

Guaranteed Rate, Inc. 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.

I/We understand and agree that Guaranteed Rate, Inc. reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.

I/We 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. A copy of this authorization may be accepted as an original. Your prompt reply to Guaranteed Rate, Inc., the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated.

**Applicant Name** Brian James Cullinan

**Co-Applicant Name**

 1/17/12

**Applicant Signature & Date**

**Co-Applicant Signature & Date**



## **2. BORROWER INFORMATION DOCUMENT DISCLOSURE**

This document is being provided to you, (the "Borrower(s)") pursuant to the Residential Mortgage License Act of 1987 and rules promulgated there under (38 IL. ADM 1050). The purpose of this document is to set forth those exhibits and materials you should receive or be receiving in connection with your residential mortgage loan application with Guaranteed Rate, Inc. a lender and broker licensed and regulated by the Illinois Department of Financial and Professional Regulation (IDFPR). Guaranteed Rate Inc. lender and broker licensing is detailed on our website at <http://www.guaranteedrate.com/licensing.php>

1-A: Settlement Cost Booklet (12 USC 260 ET SEQ)

[http://portal.hud.gov/hudportal/documents/huddoc?id=SETTLEMENTBOOKDEC\\_15REVISED.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=SETTLEMENTBOOKDEC_15REVISED.pdf)

2-A: Good Faith Estimate of Cost (12 CFR 226)

3-A: Loan Application

4-A: Illinois Mortgage Escrow Account Act Disclosure (for Illinois properties only) (17 IL REV 4901 ET SEQ)

5-A: Consumer Handbook on Adjustable Rate Mortgages (for ARM products only)

<http://www.federalreserve.gov/pubs/arms/armsbrochure.pdf>

Upon your request, the following items are available to you:

1-B: Sample of the form of Note and Mortgage that will be executed if the loan applied for is approved.

2-B: Sample copy of the Loan Approval Letter.

3-B: Description of underwriting standards that will be considered in evaluating the application.

Based upon information originally provided by the Borrower, the Broker will verify credit, employment, and deposit accounts. If these figures materially differ from the original application, this may affect the amount of loan. Upon completion of all verifications and the property appraisal of the real estate, the Broker will submit the information provided by the Borrower to one or more investors for their consideration in regard to granting a loan. Certain situations could affect the processing of your residential mortgage loan application, but which the Broker may not have known at the time the application was taken. Examples of such situations may include, but are not limited to:

1. An appraisal value different from that estimated by the Borrower;
2. Credit obligations which the Borrower fails to report;
3. A change in the Borrower's financial circumstances which would result in his or her ineligibility for the loan;
4. A material change or discontinuation of a loan program by an investor or other entity, such as the U.S. Department of Housing, the Veteran's Administration or a private investor.

Your signature on Page 15 acknowledges he/she has received the above listed materials (1-A through 5-A).

## **3. SERVICING DISCLOSURE**

**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.

### **GUARANTEED RATE, INC. 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 the financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

## **4. INTEREST RATE FLOAT or LOCK AGREEMENT and FINANCING DISCLOSURE**

**(APPLICANT INITIALS REQUIRED)**

At the time this Document was prepared for your signature, your loan is:

LOCKED – **Applicant initials required if Locked** \_\_\_\_\_ OR

X NOT LOCKED (FLOATING)

Applicant Initials if Not Locked BC

If you are Not Locked (Floating) and wish to have your loan terms locked, Guaranteed Rate must receive written authorization from you. Once written authorization is received, we will provide written confirmation to you that your loan has been locked under the terms requested, if available. Please be advised that the lock may be subject to change if any of the loan factors changes. If the lock expires, the rate and points are subject to change.

Please be aware that your loan is locked only if specific lock terms including expiration date are shown below:

Loan number:	<u>11100688215</u>		
Loan amount:	\$212,473.00	Loan term:	360 months
Our origination charges:	\$990.00	Loan discount:	%
Interest rate (Lock Option):	3.875%	# days Lock:	
Lock Expiration date:	//		
Loan type:	Fixed		
Loan Product:	FHA 30 Year Fixed		
<b>If an Adjustable Rate Mortgage (ARM):</b>			
Margin:	%	Caps	%
		Index	%

This loan has a Prepayment Penalty (Y/N) N

If this loan DOES contain a prepayment penalty, the discounted rate of the loan with the prepayment penalty is 3.875%. Also, if this loan DOES have a prepayment penalty, the Applicant (by initialing this Acknowledgment) has declined a similar loan product without a prepayment penalty with the interest rate of \_\_\_\_\_ %.

Applicant's Initials \_\_\_\_\_

At the time this Disclosure was prepared, your proposed loan has an escrow for taxes and insurance Not Waived for Taxes and Insurance in your proposed monthly mortgage payment to Guaranteed Rate.

Please be advised that all blank fields above = 0 or n/a.

Signature of LO is required here on all Virginia loans:

##### **5. ECOA AND FAIR LENDING ACT DISCLOSURE**

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 that the applicant has the capacity to enter into a binding contract), because all or part of the applicants income is derived from a 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 the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

It is illegal to discriminate in the provision of or in the availability of financial assistance for the purpose of purchasing, constructing, rehabilitating, improving, or refinancing housing accommodations due, in whole or in part, to the consideration of: 1. Conditions, characteristics or trends in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate that consideration of these conditions in the

particular case 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 for the purpose of purchasing, constructing, rehabilitating, improving, or refinancing a housing accommodation. 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 either management of Guaranteed Rate, the Illinois Department of Professional and Financial Regulation or the state financial regulator in the state where the property is located.

#### **6. FHA/VA FINANCIAL PRIVACY CERTIFICATION DISCLOSURE**

This is notice to you as required by the Right of Financial Act of 1978 that the Department of Housing and Urban Development and the Veterans Administration Loan Guaranty Service or Division has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/VA 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.

#### **7. NOTICE OF RIGHT TO RECEIVE APPRAISAL and DELIVERY DISCLOSURE**

Under the policies and procedures related to compliance with the Home Valuation Code of Conduct (HVCC), if we use an appraisal report in connection with your residential mortgage loan application (other than for a FHA or VA government insured or guaranteed mortgage) you are entitled to receive a copy of the appraisal report at least three business days prior to signing your loan documents (called "closing"). You will not be required to pay an additional amount to us to receive a copy of the appraisal report.

You may waive the three business day advance delivery of the appraisal report. If the appraisal report is not provided to you three business days in advance of your estimated closing date, you will be deemed to have waived this requirement if you have not told us that you want to postpone the closing of your loan. If you wish to exercise your right to the three business day review of your appraisal report, you must inform us at least 24 hours prior to the scheduled closing time to give us enough time to delay your closing. By executing closing documents, you will be deemed to have waived the three-day requirement. If the three-day requirement is waived, we will provide you with a copy of the appraisal report no later than loan closing.

The appraisal report used in connection with your credit application was prepared solely for our use in evaluating a request for an extension of credit. The appraisal should not be relied upon by any other person or entity. We make no express or implied representation or warrant of any kind, and we expressly disclaim any liability to any person or entity with respect to the property valuation. For all properties located in Cook County, Illinois, applicants will be provided with a copy of their appraisal report within 3 business days of receipt by Guaranteed Rate, but in no event less than 24 hours prior to the day of closing.

#### **8. BORROWER INCOME DISCLOSURE (FOR ALL REFINANCE TRANSACTIONS)**

The income stated in my/our loan application is accurate. I/We have not inflated or overstated my/our income for the purposes of obtaining this loan. No one has influenced me/us to inflate or overstate my/our income for the purpose of obtaining this loan. I/We will promptly notify Lender at the address specified if anyone has suggested, or in the future suggests, that I/We overstate my/our income for the purpose of obtaining this loan. I/We acknowledge we have not applied for, nor are currently requesting financing on any other properties other than disclosed on the loan application.

#### **9. BORROWER INCOME AND SELLER CONCESSIONS DISCLOSURE (FOR ALL PURCHASE TRANSACTIONS ONLY - DOES NOT APPLY TO REFINANCE TRANSACTIONS)**

The income stated in my/our loan application is accurate. I/We have not inflated or overstated my/our income for the purposes of obtaining this loan. No one has influenced me/us to inflate or overstate my/our income for the purpose

of obtaining this Loan. I/We will promptly notify Lender at the address specified if anyone has suggested, or in the future suggests, that I/We overstate my/our income for the purpose of obtaining this Loan. I/We acknowledge we have not applied for, nor are currently requesting financing on any other properties other than disclosed on the loan application.

I/We understand that all incentives and concessions that have been provided by the seller, builder, mortgage broker, marketing agent, real estate agent, relocation company, or other third party, in connection with my purchase or financing of the Property must be disclosed to Lender. Examples of such incentives and concessions may include, but are not limited to, the following:

Price discount  
Cash payment or gift to me/us  
Payment of closing costs  
Gift or donation to a third party  
Payments to be made to me/us after closing for rent or lease of the Property  
Payment to be made for taxes, decorating allowance, mortgage payments, HOA dues, or other expenses related to the Property

I/We represent to Guaranteed Rate that: **[Applicant to Initial Applicable Box]**

\_\_\_\_\_ a. I/We **have not** received any incentives or concessions to induce me/us to purchase the Property.

\_\_\_\_\_ b. I/We **have** received incentives or concessions as described above, and such items are described accurately in the Purchase and Sale Agreement I/we executed covering the Property, a copy of which has been provided to Guaranteed Rate.

\_\_\_\_\_ c. I/We **have** received incentives or concessions, and I/we have enclosed copy or copies of the documentation regarding such items and/or have described the incentives/concessions on Exhibit A to this Disclosure for Guaranteed Rate's review.

I/We will notify Guaranteed Rate of any further incentives and concessions that may be offered to me/us in connection with or to induce me/us to purchase the Property or close the Loan, regardless of whether such incentives or concessions will be provided or paid before or after closing of the transaction, by delivering written notice describing the incentives or concessions to Guaranteed Rate.

I/we acknowledge that I/we have read and understand that (i) the statements made in this Disclosure are material to Guaranteed Rate and (ii) Guaranteed Rate is relying on the truthfulness of the statements made in this Disclosure in making the Loan to me/us.

**I/We understand that making a false statement or concealing material information regarding income, assets, debt, or identification for the purpose of obtaining a loan that is made by a federally insured financial institution or (ii) insured or guaranteed by a government agency is a federal crime, punishable by a fine of up to \$1 million or up to 30 years in prison or both. 18 U.S.C. § 1001, 1010, 1014, 1028, 1341-1344.**

#### **10. USA PATRIOT ACT DISCLOSURE**

**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 or apply for credit we will ask for the following information to help us verify your identification: full name, physical address, date of birth, identifying number such as a social, security number, driver's license number, passport number and country of issuance, alien identification card or other government issued documentation evidencing nationality or residence bearing a photograph or other similar safeguard. This information will be verified in accordance with the Act. We will protect the security of this information in accordance with the privacy disclosure being provided to you as part of the application process.

#### **11. CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE**

Guaranteed Rate, Inc. may choose to recommend Guaranteed Rate Insurance, LLC and/or Ravenswood Title Company, LLC to provide insurance and/or escrow services. Guaranteed Rate, Inc. has 100% ownership and a



direct or indirect financial interest in Guaranteed Rate Insurance, LLC and Ravenswood Title Company, LLC and therefore, makes, or has made, the following estimate of the fees and charges that are known and which will be made in connection with the recommended title and/or escrow services. Only those charges which may be paid by the borrower are disclosed herein. If there are additional parties who choose to utilize services from the above-named company/business, there may be additional charges for those services.

These estimated figures for title insurance and settlement charges include such charges as title search, title examination, title insurance premiums, and final issuance of Policy(ies). These estimates may be revised if any unusual circumstances occur, unusual risks are "insured over", and/or lenders require special endorsements which extends their coverage. You are not required to use Guaranteed Rate Insurance, LLC and/or Ravenswood Title Company, LLC as a condition for settlement of your loan on, or purchase, sale, or refinance of, the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services. Upon your execution of these disclosures, Guaranteed Rate, Inc. may provide certain information regarding you/your transaction to Guaranteed Rate Insurance, LLC for the preparation of insurance quotes and/or other settlement services.

I/we have read this disclosure and understand that Guaranteed Rate, Inc., or an affiliate of such company, is referring me/us to purchase the above-described settlement services from Guaranteed Rate Insurance, LLC and/or Ravenswood Title Company, LLC and may receive a financial or other benefit as a result of this referral.

NOTE: PURSUANT TO SECTION 18(B) OF THE TITLE INSURANCE ACT, THE TITLE INSURANCE COMPANY, INDEPENDENT ESCROWE, OR TITLE INSURANCE AGENT SHALL MAINTAIN THIS DISCLOSURE FORM FOR A PERIOD OF 3 YEARS.

## **12. ESCROW ACCOUNT DISCLOSURE**

The mortgage agreement that you have entered into may have an Escrow Account provision. If established, one-twelfth (1/12th) of your yearly property tax and one-twelfth (1/12th) of your yearly hazard insurance premium will be deposited into this Escrow Account monthly from your mortgage payment. Each year this Escrow Account will be analyzed to assure that the proper dollar amount is being collected each month in your mortgage payment to pay the current year's property tax bill and the current year's hazard insurance premium. The Mortgage Lender will review the two most recent property tax bills and the most recent hazard insurance premium for your property and compare these with the funds held in your Escrow Account for that purpose. If it is determined that an increase in your monthly escrow payment is needed, you will receive written notification from the Mortgage Lender within thirty (30) days prior to the date of such increase. This notification will contain the Mortgage Lender's calculation method of the new escrow figure.

## **13. CREDIT RISK BASED PRICING AND SCORE DISCLOSURE**

In compliance with the Fair and Accurate Credit Transactions Act of 2003 (FACT Act or FACT) and in connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

### **Your Score and the Price You Pay for Credit and How We Use Your Credit Score**

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns and how much you owe to creditors. 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 any questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency 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. You may request a copy of your complete credit report



by contacting your loan officer. Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.

The consumer reporting agency that provided a credit report with scores from the credit bureaus:

CBCInovis  
170 East Town Street  
Columbus, OH 43215  
800-206-0760

#### Understanding Your Credit Score and How your Score Compares to the scores of other consumers

Date of your current or most recent credit score(s): 01/05/2012

Applicant		Co-Applicant
Experian	759	Experian
Equifax	739	Equifax
Trans Union	748	Trans Union

The range of possible credit scores under the model(s) used are:

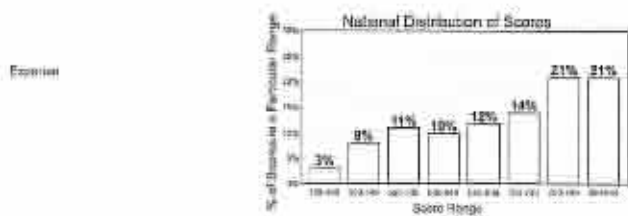
Experian, Fair Isaac Model – 250 to 900

Equifax, Beacon 5 Model – 300 to 850

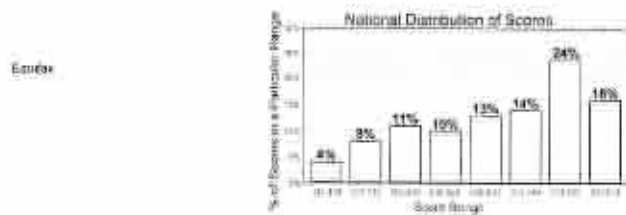
Trans Union, New Emperica Model – 300 to 850

Generally, the higher your score, the more likely you are to be offered better credit terms.

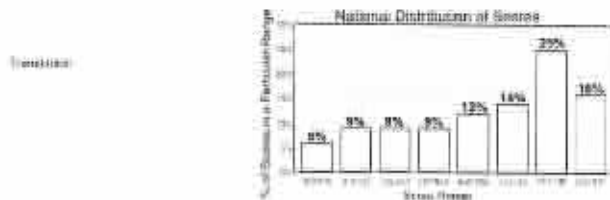
Applicant:



Experian: Your credit score ranks higher than 61% of U.S. consumers



Equifax: Your credit score ranks higher than 58 % of U.S. consumers



Trans Union: Your credit score ranks higher than 61% of U.S. consumers

Co-Applicant (if applicable):

Experian: Your credit score ranks higher than % of U.S. consumers

Equifax: Your credit score ranks higher than % of U.S. consumers  
Trans Union: Your credit score ranks higher than % of U.S. consumers

**The credit bureaus contact information:**

Equifax P.O. Box 740243 Atlanta, GA 30374 (800) 685-1111	Experian P.O. Box 2002 Allen, TX 75013-3742 (888) 397-3742	Trans Union P.O. Box 1000 Chester, PA 19022 (800) 916-8800
-------------------------------------------------------------------	---------------------------------------------------------------------	---------------------------------------------------------------------

**Key factors that adversely affected your credit score**

**Applicant:**

**Experian**

PROPORTION OF BALANCE TO HIGH CREDIT ON REVOLVING ACCOUNTS

TOO MANY INQUIRIES LAST 12 MONTHS

FACTA: Risk Score Value -THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE

**Equifax**

TOO FEW ACCOUNTS CURRENTLY PAID AS AGREED

LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

AMOUNT OWED ON REVOLVING ACCOUNTS IS TOO HIGH

FACTA: Risk Score Value -THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE

**TransUnion**

TOO FEW ACCOUNTS CURRENTLY PAID AS AGREED

INSUFFICIENT LENGTH OF CREDIT HISTORY

AMOUNT OWED ON REVOLVING ACCOUNTS IS TOO HIGH

FACTA: Risk Score Value -THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE WITH NO DEROGATORY INFORMATION FOUND ON THE FILE

**Co-Applicant (if applicable)**

**Experian**

**Equifax**

**TransUnion**

**Checking Your Credit Report -What if there are mistakes in your credit report?**

You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.

**Free Credit Report - How can you obtain a copy of your credit report?**

Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

*By telephone:* Call toll-free: 1-877-322-8228

*On the web:* Visit [www.annualcreditreport.com](http://www.annualcreditreport.com)

*By mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <http://www.ftc.gov/bcp/online/include/requestformfinal.pdf>) to:

Annual Credit Report Request Service

P.O. Box 105281

Atlanta, GA 30340-5281

**How can you get more information?**

For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at [www.federalreserve.gov](http://www.federalreserve.gov), or the Federal Trade Commission's web site at [www.ftc.gov](http://www.ftc.gov).

The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. Phone 202-326-2222.

Your signature on the last page of this Disclosure signifies that this written notice was provided to you.

**Acknowledgment of Right to Request Credit Reports**

As part of Guaranteed Rate's internal controls and processes to ensure that all of the debts of Borrower(s) incurred or closed (up to and concurrent with the closing of the subject mortgage) are disclosed on the final loan application and included in the qualification for the subject mortgage loan, Borrower(s) acknowledge(s) that Guaranteed Rate may request Borrower(s)' credit reports, including updated reports, at any time during the lending process, including closing, reviewing or auditing of the loan file.

**14. ARM and INTEREST-ONLY MORTGAGE PRODUCT DISCLOSURE**

Page 9 of 15

Multi-Disclosure Notice

rev. 8.11

for New Hampshire residents: Guaranteed Rate, Inc dba Guaranteed Rate of Delaware,  
Licensed by the New Hampshire Banking Department

Guaranteed Rate, Inc. NMLS #2611

*(This Disclosure is applicable only for ARM and Interest Only Products and required to be provided to the applicant within 3 days of loan application. The Product you chose is described on Page 4 in the Interest Rate Float or Lock Agreement.)*

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) and Interest-Only programs generally offered by Guaranteed Rate, Inc. Information on any other ARM or Interest-Only program we may offer is available upon request. This disclosure is not a commitment by Guaranteed Rate, Inc. to make you a loan on any of the terms described in this disclosure. It is intended solely to provide you with a general description of our loan programs. The interest rate and payment amounts of your loan are subject to change.

#### HOW YOUR INTEREST RATE AND PAYMENTS ARE DETERMINED

**Interest Rate:** The Interest Rate is based on an Index plus a Margin, rounded to the nearest 1/8<sup>th</sup> of a percent (.125%), subject to any Discounts or Premiums. Ask us for our current interest rate.

**Index:** The Index is the weekly average yield of United States 1-Year Treasury Constant Maturity or the London Interbank Offering Rate (LIBOR) index. Information about both the Treasury and Libor index is published by the Federal Reserve Board in publication H.15 (519). You may request to be placed on the mailing list to receive copies of this weekly publication by writing: Publication Services, Mail Stop 127, Board of Governors, Federal Reserve System, Washington, DC 20551. If the Index is no longer available or at our discretion, we may choose a new Index that is based on comparable information. You will be given notice of any change of Index.

**Margin:** The Margin is an amount added to the Index to establish your Interest Rate. It is expressed in percentage points. The Margin will stay the same throughout the term of the loan. Ask us for our current Margin.

**Initial Interest Rate (Discounts or Premiums):** Your Initial Interest Rate is not based on the index used to make later adjustments. The amount by which the Initial Interest Rate is less than the Index plus Margin is considered a Discount. The amount by which the Initial Interest Rate is more than the Index plus Margin is considered a Premium. Discounts or Premiums will not affect future adjustments. Ask us for our current Discounts or Premiums.

#### HOW YOUR INTEREST RATE CAN CHANGE

**Interest Rate Adjustments.** Your interest rate can change on the first interest rate change date ("First Change Date"). The interest rate can change annually thereafter.

**Interest Rate Adjustment Caps.** At your first interest rate adjustment, your Interest Rate cannot increase or decrease by more than a set amount (First Adjustment Cap). At each subsequent interest rate adjustment, your Interest Rate cannot increase or decrease by more than a set amount (Annual Adjustment Cap). The limit on increases to your Interest Rate over the term of your loan will also be set (Lifetime Adjustment Cap). Your Interest Rate will never decrease to less than the Margin on your loan.

Program	First Change Date	First Adjustment Cap	Annual Adjustment Cap	Lifetime Adjustment Cap
10-1 ARM	120 Months from Loan Closing	5.00%	2.00%	5.00%
7-1 ARM	84 Months from Loan Closing	5.00%	2.00%	5.00%
5-1 ARM	60 Months from Loan Closing	2.00% to 5.00%	2.00%	5.00% to 6.00%
3-1 ARM	36 Months from Loan Closing	2.00%	2.00%	5.00% to 6.00%

#### HOW YOUR MONTHLY PAYMENT CAN CHANGE

**New Payment Amount.** Your monthly payment can increase or decrease substantially based on the annual changes in the interest rate. Each time your Interest Rate is adjusted, your monthly principal and interest payment can change. Interest Rate Adjustments can change at set payment intervals (see chart below).

**Maximum Rate and Payment Examples.** Your monthly payment can increase substantially based on changes in the interest rate, see chart below, for Maximum Rate and Payment example, based on \$10,000 loan with a 30-year term. To see what your payment would be based upon this example, divide your mortgage amount by \$10,000; then multiply the mortgage payment by that amount. (For example, if you were to apply for \$200,000 on a 5/1 ARM: \$200,000 divided by \$10,000 = 20; 20 x \$96.08 = \$1,921.60)

ARM Program	First Interest Rate Adjustment Payment	Initial Interest Rate (1)	Initial Payment Amount (2)	Max. Lifetime Adjustment Cap	Maximum Interest Rate (3)	Maximum Payment Amount (2)	Year Maximum Interest Rate Reached
10-1	121	6.250%	\$61.57	5.000%	11.250%	\$88.39	11 <sup>th</sup>
7-1	85	6.000%	\$59.96	5.000%	11.000%	\$89.37	8 <sup>th</sup>
<b>5-1 (2/6)</b>	<b>61</b>	<b>5.875%</b>	<b>\$59.15</b>	<b>6.000%</b>	<b>11.875%</b>	<b>\$96.08</b>	<b>8<sup>th</sup></b>
5-1	61	5.875%	\$59.15	5.000%	10.875%	\$90.22	6 <sup>th</sup>
(5/2/5)							
3-1	37	5.875%	\$59.15	6.000%	11.875%	\$98.24	6 <sup>th</sup>

(1) Initial Interest Rate is example only

(2) Payment based on \$10,000 amortized over 30-year term

(3) Initial Interest Rate plus Lifetime Adjustment Cap

**Notice of Adjustment.** You will be notified in writing at least 25 days, but not more than 120 days, before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount and loan balance.

#### INTEREST ONLY MORTGAGE

Additional Information Concerning Interest Only Feature

An *Interest Only Feature* may be available on a number of Adjustable Rate Mortgages. Ask us for current Interest Only Features. On Adjustable Rate Mortgages with an Interest Only Feature, no payments of principal are due prior to the First Change Date (Interest Only Period). Prior to the First Change date, your monthly payment will be comprised of interest only, calculated on the basis of your initial interest rate applied to the initial principal amount of your loan (the "Interest Only Payments"). No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the principal balance of your loan.

Beginning with the First Change Date and for the remaining term of your loan, your monthly payments will be both principal and interest. The lender will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that you owe at the First Change Date, and all subsequent Change Dates, in full at the maturity date at your new interest rate, in substantially equal payments.

#### THE RISKS OF INTEREST-ONLY MORTGAGES

Before you choose a non-traditional mortgage, we want you to know about the risks they carry. Borrowers can easily overextend themselves and then experience payment shock when the payment amount adjusts. Since the initial monthly payments associated with these loan products are lower, borrowers may be tempted to buy a more expensive home than they can afford. However, at the end of the interest-only period, monthly payments will increase, in some cases dramatically, even if the interest rates remain constant. Absent a significant increase in income, repayment of the loan could become difficult or impossible for some borrowers.

Borrowers will not build equity if interest-only payments are made and the value of the home does not increase. This may make it harder to refinance your mortgage, or to receive funds from the sale of your home. In fact, if the amount you owe on your home, along with the cost associated with selling it (such as the real estate commissions and closing costs) exceeds the sales price, you will not receive any cash when you sell and will have to pay additional funds to your lender or to other parties when you pay off your mortgage.

#### Comparison of Sample Mortgage Payments

(This does not represent actual terms of your loan.) Let's suppose you borrow \$300,000. The examples below outline three 30 year mortgage products and their monthly payment scenarios. Keep in mind that the rates used in the examples below are only assumptions, and monthly payment figures do not take into consideration the possibility of rate increases over the life of the loan.

1. **Traditional Fixed-Rate Mortgage:** At an interest rate of 7.5%, monthly payments would be \$2,097.65 for the entire life of the loan. Monthly payments include the repayment of both principal and interest, which reduces your loan balance over the life of the loan.

2. **Interest-Only, Fixed Rate Mortgage:** At an interest rate of 7.5%, the initial, interest-only monthly payments would be \$1,875.00. After 120 payments, the monthly payment amount would increase to include interest AND principal. The monthly payment would be \$2,416.78.

3. **Interest-Only, Adjustable Rate Mortgage (ARM):** Assume the interest rate is fixed for the first 5 years of the loan. At an initial interest rate of 5.5%, the monthly interest only payments would be \$1,375.00 resulting in no reduction in your loan balance during the first 120 months of your loan. At year 6, assuming the interest rate adjusts to 7.5%, payments would rise to \$1,875.00, an increase of \$500.00. After 10 years, assuming the rate remains at 7.5%, payments increase to \$2,416.78 because the repayment of principal over the remaining 20 years is factored in. *This is not a "worst case" scenario because it does not assume that the rate increases to the maximum loan cap. If the rate increased to the maximum rate, your fully amortized monthly payment would be higher.*

#### DECIDING ON THE RIGHT LOAN

If you don't think you'll be able to afford the higher monthly payments in the future, then an adjustable rate or interest only mortgage isn't right for you. Remember that the payments will automatically go up when the interest-only period ends because payments will include both principal AND interest. They may also go up as a result of interest rate increases on ARM loans. If you cannot reasonably expect to make these larger payments when the time comes, you might want to think about a different type of loan.

#### 15. LOAN BROKERAGE AGREEMENT DISCLOSURE

##### (APPLICABLE FOR BROKERED LOANS – NOT APPLICABLE FOR LOANS CLOSED IN THE NAME OF GUARANTEED RATE, INC.)

Loan Officer Name: Steve Miksta

LO License # AZ - 0912930 - 0907078 (if applicable)

The Borrower acknowledges by signature that the Borrower understands that (1) the Broker does not make mortgage loans, and (2) that the actual funds are provided by another entity, which entity may affect availability of funds. Guaranteed Rate, Inc. (the "Broker") with the corporate office location at 3940 North Ravenswood Street, Chicago, IL 60613, is a Delaware corporation licensed by the Illinois Department of Financial and Professional Regulations under the Residential Mortgage License Act of 1987 (the "Act"). Guaranteed Rate, Inc.'s broker license number is 5932. The Broker has been a broker of mortgage loans under the name of the Broker and/or under the name, Guaranteed Rate since 2000 and (except as disclosed herein) has never operated under any other name. Guaranteed Rate, Inc. is affiliated (as "affiliated" is defined in the Act) with the following companies: Preferred Rate, LLC., Guaranteed Rate Insurance, LLC., and Ravenswood Title Company, LLC. Guaranteed Rate, Inc. is also licensed in other states as detailed on our website at <http://www.guaranteedrate.com/licensing.php>. This Broker Agreement is applicable for all states in which Guaranteed Rate is authorized and licensed to broker loans. We act as a broker, which is defined under the Act as assisting borrowers in obtaining a loan secured by residential real estate for consideration paid by the borrower or lender, including but not limited to, contracting for the delivery of residential mortgage loans to a third party lender and soliciting, processing, placing, or negotiating residential mortgage loans.

UPON REQUEST, A COPY OF THE FOLLOWING AGREEMENT SHALL BE MADE AVAILABLE TO THE BORROWER(S) OR THE BORROWER'S ATTORNEY FOR REVIEW PRIOR TO SIGNING.

1. The undersigned Borrower grants to the Broker the exclusive right to negotiate a mortgage loan on behalf of the Borrower with the Lenders (also referred to herein as "Investors" or "End Lenders"), which have Correspondent agreements with Broker for the term of agreement set forth above.
2. The Borrower agrees to complete all information and to provide all information requested by the Broker or its Investors in order to complete the Borrower's application for a mortgage loan.
3. The Broker agrees to process the Borrower's application and to use its best efforts to obtain a mortgage loan for the Borrower.

**A. Costs at the time of application:** The Borrower agrees to pay the Broker (Guaranteed Rate) fees to cover certain third party vendor costs as reimbursement to Broker for third parties for costs such as credit reports, property appraisals and flood certifications, as set forth on the Good Faith Estimate of costs (12 CFR 226) provided



to the Borrower. All other costs related to the loan will be disclosed and charged by the Lender and other third parties as disclosed on the Good Faith Estimate.

**B. Loan Fee:** This is a fee paid to the Broker for its service on behalf of the Borrower(s) in obtaining a mortgage loan. The Lender pays this fee directly to the Broker. The Loan Fee paid to Guaranteed Rate by the Lender for this loan, if brokered, is \$. All fees are clearly and fully disclosed on the attached Good Faith Estimate provided at the time of this Disclosure.

4. This agreement incorporates by reference the "Loan Brokerage Disclosure Statement" and "Borrower Information Document" furnished to the Borrower by the Broker, which are set forth herein.
5. The Borrower, by signing this agreement, authorizes the release of any and all credit information to the Broker, the Broker's agent, and to its Investors with which the Broker has correspondent agreements.
6. This Loan Brokerage Agreement is the only agreement between the Borrower and the Broker, except for an agreement allowed by 38 IL ADM code 1050.1335.
7. The Remedy available is arbitration, or judicial remedies are available to the parties.

**ARBITRATION.** If arbitration has been selected, the parties agree to binding arbitration of any dispute arising as a result of this Agreement or any dispute arising in regard to the loan obtained for the Borrower by the Broker pursuant to the rules and regulations of the American Arbitration Association. The site of any such arbitration shall be in Chicago, Illinois unless the parties agree in writing to a different location.

**BROKER COMPENSATION:** It is agreed to and acknowledged by the Borrower that the lenders or investors whose loan products the Broker distributes generally provide their loan products to the Broker at a wholesale rate. The retail price offered by the Broker to a borrower (i.e. interest rate, total points and fees) will include the Broker compensation from the Lender. The Broker may be paid by the Lender based on (1) the value of the mortgage loan or related servicing rights in the market place or (2) other services, goods or facilities performed or provided by the Broker to the Lender.

**AGREEMENT AS TO NATURE OF RELATIONSHIP:** It is agreed and acknowledged by the Borrower that in connection with this Agreement to obtain a mortgage loan, the Broker is acting as an independent contractor and not as the agent of the Borrower. The Broker will enter or has entered into separate independent contractor agreements with various lenders. While the Broker seeks to assist the Borrower in meeting the Borrower's financial needs, the Broker does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms in the market.

I acknowledge that as of this date, Guaranteed Rate, Inc. has not committed to make a mortgage loan to me, and Guaranteed Rate, Inc. and potential end lender can only issue such a commitment after acceptable review of my application. The above disclosures have been read by the undersigned who has a complete and full understanding of said disclosure statements, or has had the contents explained to him or her by someone not connected with Guaranteed Rate, Inc and, if applicable, the government or private mortgage insurer. I understand that any approval or commitment from Guaranteed Rate, Inc will be in writing.

**Right of Cancellation:** The Borrower may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. If the Broker makes a false or misleading statement in this Loan Brokerage Agreement, then the Borrower may upon written notice to the Broker declare this Agreement null and void, recover any fees paid to the Broker for which no services have been performed, and recover actual costs, including reasonable attorney's fee, incurred in enforcing the Borrower's rights under this Loan Brokerage Agreement.

#### **16. Consumer Choice of Homeowners Insurance and/or Title Insurance Agent/Company**

Guaranteed Rate will require proof of homeowners insurance and mortgage title insurance prior to closing. You may obtain insurance from any insurance agent, broker or firm that sells such insurance. Your choice of insurance will not affect our credit decision or your credit terms. Guaranteed Rate will not disapprove any insurance policy you provide for the protection of the real property securing repayment of the loan, unless such disapproval is based the insurance company not meeting standards of our Investors based on reasonable standards uniformly applied, relating to the extent of coverage required and the financial soundness and the services of the insurance company, agent, solicitor or broker you select.

#### **17. Consumer Choice of Attorney**

In states and locations that require that an attorney search the title of the subject real estate, and subject to the above stated regulations, Guaranteed Rate, Inc. permits the prospective Mortgagor to select a qualified attorney of his own choice to search the title of the subject real estate and certify that title to the creditor or land title insurance company. The above is permitted provided that the prospective mortgagor's attorney must provide Guaranteed Rate, Inc. with evidence of adequate liability insurance or land title insurance or such other written policy requirements as Guaranteed Rate, Inc. may deem necessary to protect its interests.

Provided that if all such requirements are met by the attorney chosen by the mortgagor, no additional legal costs may be assessed by Guaranteed Rate, Inc. against the mortgagor for review of the title search or any other relevant title documents by Guaranteed Rate, Inc. the title company or attorney. If you, the Mortgagor, indicate that you do not wish to exercise your right to select an attorney, then Guaranteed Rate, Inc. may recommend an attorney.

## **18. PRIVACY POLICY DISCLOSURE**

At Guaranteed Rate we understand that privacy is an important concern for our customers and we recognize our affirmative and continuing obligation to keep the information you provide to us secure and confidential. Our commitment to keep your financial and personal information private, in accordance with federal privacy regulations, is outlined in the policies and guidelines that follow. That commitment is the reason why **Guaranteed Rate does not share nonpublic personal customer information with any entity, except as specifically permitted by law and explained in this disclosure.**

### **Accountability**

Each and every one of our employees is responsible for maintaining and protecting the personal information to which they have access. We have strict policies and procedures for protecting personal information and designated individuals within Guaranteed Rate who are responsible for monitoring our compliance. When you become a Guaranteed Rate client we ask you for your personal information. We may collect and use this information to consider your application for mortgage financing. Your personal information may be verified with other parties such as credit bureaus, your financial institutions and your employer.

### **Information We Collect**

In the processing of your loan application establishing and maintaining a banking relationship with you, we may collect and use nonpublic personal information about you. This information may include social security number, income, account balances and history, credit history and credit score. We may collect and use nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms, whether completed online or in hard copy, through correspondence and communication in writing and/or by telephone;
- Information about your transactions with us or our affiliates;
- Information we receive from others, gathered with your permission; and
- Information we receive from credit reporting agencies.

We use the information you provide to optimize the financial services we offer, to evaluate your creditworthiness and to prevent fraud.

### **Keeping Your Information Secure and Confidential**

We will safeguard the nonpublic personal information you provide, as well as your business activities and transactions information, using established security standards and procedures, and we are continually investigating new technology for safeguarding information. We restrict access to nonpublic personal information about you to those employees who have a business purpose in knowing such information and our employees are trained to comply with our information safeguard principles. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information. We recognize the importance of respecting your privacy and we want to assure you that any nonpublic personal information gathered will be used solely for our business needs. We do not disclose information learned about you except as permitted by law and explained below. In order to conduct our business and in order to offer you greater convenience and the widest range of products and services, we are permitted to share information under the following circumstances:

- With credit bureaus and similar organizations or in connection with the sale of your loan to another financial institution. *These companies perform services on our behalf and are obligated to keep the information about you that we provide to them confidential.*
- When legally required or permitted. For example, we may disclose nonpublic personal information about you in response to a valid subpoena, summons, garnishment or court order, in connection with a fraud investigation, regulatory requirements and to governmental entities such as providing your income statements to the Internal Revenue Service.
- With companies affiliated with Guaranteed Rate. *We will only disclose identification, transactional and our experience information, such as name, address, account balance and account history, with our affiliates. We will not disclose externally gathered information such as credit reports or information provided by you on applications or from third parties.*
- Because we already limit the sharing of your nonpublic personal information as outlined above and permitted by law, no action on your part is necessary to limit the sharing of your information.

### **Accuracy of Personal Information**

If, for any reason, you have a concern that the personal or account information maintained by Guaranteed Rate is incorrect, incomplete or not current, please contact us by either:

- Sending us an email at [compliance@guaranteedrate.com](mailto:compliance@guaranteedrate.com)
- Writing to us at our corporate location:  
Guaranteed Rate, Inc.  
FTN Compliance Manager  
3940 N. Ravenswood  
Chicago, IL 60613

We will be happy to review and update our records as requested by you.

**Special Notice to California, New Mexico, North Dakota and Vermont Residents:**

The information sharing practices described above are in accordance with Federal law. State law in Vermont, North Dakota, New Mexico and California places additional limits on sharing information. In accordance with these laws, Guaranteed Rate will not share information we collect except: as required or permitted by law (such as in response to a subpoena) or: to companies that perform services on our behalf or: with your authorization or consent for marketing purposes. A valid consent must be in writing and signed by the customer. In consenting to disclosure of customer information, a customer may specify any of the following: The time during which such consent will operate; the customer information to be disclosed; the persons, governmental agencies, or law enforcement agencies to which disclosure may be made.

**Additional Information**

For additional information regarding Guaranteed Rate's privacy practices and to view the most updated version of our privacy notices, please visit our website at: [www.guaranteedrate.com](http://www.guaranteedrate.com) and click on "About Your Privacy." We reserve the right to change our privacy policies at any time or as required by law. At Guaranteed Rate your business is very important to us and we do our best to ensure your complete satisfaction and happiness. You can trust your complete satisfaction and happiness. You can trust our commitment to your privacy and we will continue to keep you informed regarding how we protect your privacy.

**By my signature on Page 2 and below, I acknowledge that I have read and understand the Disclosures on Page 1 through Page 15 of the Guaranteed Rate, Inc. Multi-Disclosure Document. My signature also serves as my acknowledgment of receipt of this Initial GFE and all documents as described in the Cover Letter, my acknowledgment that I have not been charged any fees prior to receipt of the GFE, and as my intent to proceed with the loan application process.**

Brian James Cullinan

Applicant Name

Co-Applicant Name

 1/17/12

Applicant Signature & Date

Co-Applicant Signature & Date

## Arizona Advance Fee Agreement

Ariz. Rev. Stat. Ann. § 8-946(C); 8-906(C)

Borrower Last and First Name: Cullinan, Brian  
Subject Property Address: 6934 E Sandra Terrace  
City: Scottsdale, AZ 85254  
Loan #: 11100688215  
Loan Officer: Steve Milksta  
Loan Officer License #: AZ - 0912930 - 0907078

### **Loans in which Guaranteed Rate is the Lender**

This Advance Fee Agreement is provided to you in advance of taking any fee or collecting any charges for a mortgage loan, or at the time you, as the prospective borrower submits a signed application, and informs you that Guaranteed Rate provides you with a written Good Faith Estimate of fees.

Fees charged prior to settlement may include an application fee, an appraisal fee and/or a credit report fee. The application fee (if shown on the Good Faith Estimate) is non-refundable. The appraisal fee (if shown on the Good Faith Estimate) is refundable in full if the appraisal has not been ordered. The credit report fee (if shown on the Good Faith Estimate) is non-refundable. All other fees shown on the Good Faith Estimate are estimates and will be charged at settlement.

### **Loans in which Guaranteed Rate is the Broker (not Lender)**

Guaranteed Rate will charge only vendor related fees for the credit report, for any required flood certification and/or for an appraisal report if is required by the lender to be ordered by Guaranteed Rate. Only the actual cost of the vendor related service will be charged to the consumer. No other fees will be charged by Guaranteed Rate on a brokered transaction.

By your signature below, you acknowledge receipt and understanding of this Disclosure.

  
Borrower Signature

1/17/12  
Date

\_\_\_\_\_  
Co-borrower Signature

\_\_\_\_\_  
Date

ARIZONA – NOTICE OF REGULATION CONCERNING COMPLETING BLANK SPACES  
ON MORTGAGE DOCUMENTS

*R20-4-921: Authorizations to Complete Blank Spaces*

Borrower Last and First Name: Cullinan, Brian  
Subject Property Address: 6934 E Sandra Terrace  
City: Scottsdale, AZ 85254  
Loan #: 11100688215  
Loan Officer: Steve Miksta  
Loan Officer License #: AZ - 0912930 - 0907078

An authorization, under A.R.S. § 6-909, allowing a licensee or escrow agent to complete certain blank spaces in a document after it is signed by a party to the transaction shall:

1. Specifically identify the document and the blank spaces to be completed;
2. Be in writing, dated, and signed by the authorizing parties; and
3. Contain the following notice, conspicuously printed on its face: YOUR SIGNATURE BELOW AUTHORIZES YOUR MORTGAGE BROKER OR ESCROW AGENT TO FILL IN SPACES YOU LEFT BLANK IN SPECIFIED LOAN DOCUMENTS YOU ARE ABOUT TO SIGN OR MAY HAVE ALREADY SIGNED. UNDER STATE LAW YOU CAN GIVE THIS AUTHORITY, BUT YOU ARE NOT REQUIRED TO DO SO. YOU CAN REFUSE TO SIGN ANY DOCUMENTS UNTIL ALL BLANKS ARE COMPLETELY FILLED IN.

Historical Note: Adopted effective August 14, 1991 (Supp. 91-3). R20-4-921 recodified from R4-4-921 (Supp. 95-1). Amended by final rulemaking at 5 A.A.R. 2094, effective June 10, 1999 (Supp. 99-2).

\*\*\*\*\*

**NOTICE TO APPLICANT(S) AND ALL SETTLEMENT AGENTS:**

**AS A MATTER OF POLICY, PLEASE BE AWARE THAT GUARANTEED RATE, INC. DOES NOT PERMIT ANY LOAN DOCUMENTS TO BE SIGNED IN BLANK.**

\*\*\*\*\*

By your signature below, you acknowledge receipt and understanding of this Disclosure.

  
Borrower Signature

1/17/12  
Date

\_\_\_\_\_  
Co-borrower Signature

\_\_\_\_\_  
Date



**APPLICANT**

NAME: BRIAN JAMES CULLINAN  
S.S.N: 270-86-4986

Date Received: 01/05/12

**INQUIRY STATUS UPDATE**

--DATE-- ECOA KOB MEMBER-NO

01/05/12 1 Z 00287011 CBC INNOVIS  
Account Status & Activity:

TRU01

10/24/11 1 414ZB00011 AVANTUS  
Account Status & Activity:

EFX01

*Credit report requested by Hart West  
No loan application went through because they  
never returned my calls.*

FR 1973879 AVANTUS LLC  
Account Status & Activity:

XPN01

Z 00419063 AVANTUS, LLC  
Account Status & Activity:

TRU01

Acknowledgement

Applicant's Signature:

*Brian Cullinan*

Date:

*1/17/12*

Applicant's Name:

*Brian Cullinan*  
(Print)

**END OF INQUIRY STATUS UPDATE**