

Loan Estimate

DATE ISSUED 7/19/2017
APPLICANTS MD Mokter Hossain
 4412 Locust St. Apt# 2
 Philadelphia, PA 19104
PROPERTY 109 Foster Ave
 Havertown, PA 19083
SALE PRICE \$290,000

LOAN TERM 20 years
PURPOSE Purchase
PRODUCT Fixed Rate
LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐
LOAN ID # 170038961
RATE LOCK ☐ NO ☒ YES, until 8/18/2017 at 5:00 PM EDT
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 7/31/2017 at 5:00 PM EDT

Loan Terms		Can this amount increase after closing?
Loan Amount	\$275,500	NO
Interest Rate	3.875 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,651.39	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-5	Years 6-20
Principal & Interest	\$1,651.39	\$1,651.39
Mortgage Insurance	+ 83	+ -
Estimated Escrow <i>Amount can increase over time</i>	+ 168	+ 168
Estimated Total Monthly Payment	\$1,902	\$1,819
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$168 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing	
Estimated Closing Costs	\$12,169 Includes \$3,581 in Loan Costs + \$8,588 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Estimated Cash to Close	\$26,669 Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i>

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools.

Loan Costs		
A. Origination Charges	\$864	
% of Loan Amount (Points)		
LLPA (0.25%)	\$689	
Processing Fees	\$175	
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B. Services You Cannot Shop For	\$454	
Appraisal Fee	\$325	
Flood Certification	\$10	
Income Tax Verification	\$13	
Tax Service	\$106	
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C. Services You Can Shop For	\$2,263	
Title - Cover Protection Letter	\$125	
Title - Delivery Fee	\$30	
Title - Electronically Delivered Doc Printing	\$50	
Title - Endorsement Cost	\$228	
Title - Lender's Title Insurance	\$1,775	
Title - PA Tax Certificate Fee	\$30	
Title - Wire Fee	\$25	
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D. TOTAL LOAN COSTS (A + B + C)	\$3,581	
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Other Costs		
E. Taxes and Other Government Fees	\$6,149	
Recording Fees and Other Taxes	\$349	
Transfer Taxes	\$5,800	
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F. Prepaids	\$1,104	
Homeowner's Insurance Premium (12 months)	\$1,015	
Mortgage Insurance Premium (months)		
Prepaid Interest (\$29.6545 per day for 3 days @3.875 %)	\$89	
Property Taxes (months)		
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G. Initial Escrow Payment at Closing	\$1,002	
Homeowner's Insurance	\$84.58 per month for 3 mo.	\$254
Mortgage Insurance	\$82.65 per month for 2 mo.	\$165
Property Taxes	\$83.25 per month for 7 mo.	\$583
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H. Other	\$333	
Title - Owner's Title Insurance	\$333	
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I. TOTAL OTHER COSTS (E + F + G + H)	\$8,588	
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J. TOTAL CLOSING COSTS	\$12,169	
D + I	\$12,169	
Lender Credits		
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Calculating Cash to Close		
Total Closing Costs (J)	\$12,169	
Closing Costs Financed (Paid from your Loan Amount)	\$0	
Down Payment/Funds from Borrower	\$14,500	
Deposit	\$0	
Funds for Borrower	\$0	
Seller Credits	\$0	
Adjustments and Other Credits	\$0	
Estimated Cash to Close	\$26,669	

Additional Information About This Loan

LENDER Bank Of Whittier, N.A.
NMLS/___ LICENSE ID 405611
LOAN OFFICER Alex Bao Chau Dang
NMLS/___ LICENSE ID 1072272
EMAIL adang@bankofwhittier.com
PHONE 562-945-7553

MORTGAGE BROKER
NMLS/___ LICENSE ID
LOAN OFFICER
NMLS/___ LICENSE ID
EMAIL
PHONE

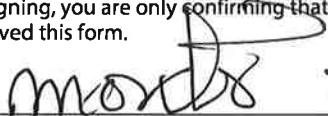
Comparisons	Use these measures to compare this loan with other loans.
In 5 Years	\$107,794 Total you will have paid in principal, interest, mortgage insurance, and loan costs. \$50,344 Principal you will have paid off.
Annual Percentage Rate (APR)	4.097 % Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	43.891 % The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations

- Appraisal** We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
- Assumption** If you sell or transfer this property to another person, we
☐ will allow, under certain conditions, this person to assume this loan on the original terms.
☒ will not allow assumption of this loan on the original terms.
- Homeowner's Insurance** This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
- Late Payment** If your payment is more than 15 days late, we will charge a late fee of 2% of the overdue payment.
- Refinance** Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
- Servicing** We intend
☒ to service your loan. If so, you will make your payments to us.
☐ to transfer servicing of your loan.

Confirm Receipt

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

 7-19-2017
Applicant Signature Date

Acknowledgement of Receipt of Loan Estimate

Borrower(s): **MD Mokter Hossain**

Loan Number: **170038961**

Property Address: **109 Foster Ave
Havertown, PA 19083**

Lender/Broker: **Bank Of Whittier, N.A.**

Loan Originator: **Alex Bao Chau Dang**

NMLS #: **405611**

NMLS #: **1072272**

The undersigned applicants hereby acknowledge receiving a Loan Estimate from **Bank Of Whittier, N.A..**

Signing this acknowledgement does not constitute an obligation on your part to proceed with the transaction offered in the Loan Estimate. The Loan Estimate as provided to you expires on **July 31, 2017,** unless you contact us by **July 31, 2017,** indicating your intention to proceed with the transaction.

Read and Acknowledged on the date indicated below.


MD MOKTER HOSSAIN

7-19-2017

DATE



Rate Lock Confirmation Agreement

DATE: July 19, 2017

BORROWER(S) NAME(S):

1. MD Mokter Hossain

PROPERTY ADDRESS:

109 Foster Ave Havertown, PA 19083

LOAN NUMBER: 170038961

I/We have chosen **TO LOCK** the interest rate and terms of my/our mortgage. This Rate Lock Confirmation Agreement ("Agreement") is guaranteed by Bank of Whittier, N.A. **There is no fee associated with this rate lock.** The terms and conditions of this mortgage rate lock are detailed below.

TERMS OF LOCK:

Mortgage Amount: \$275,500.00 **Mortgage Program:** Conventional Fixed

Mortgage Purpose: Purchase **Rate:** 3.875% **Points:** NA **Lender Credit:** NA

Mortgage Term (in months): 240

Occupancy: Primary Residence **Lock Date:** 07/19/2017 **Lock Days (#):** 31

Lock Expiration Date: 08/18/2017

Other terms/conditions: _____

CONDITIONS OF LOCK:

1. Each lock is specific to the Borrower(s) and the property mentioned above. Please note that the maximum term of Lock extensions is 30 days.
2. To obtain the locked-in terms, as stated above, your mortgage must close, fund, and the financing documents must be returned to us on or before the Lock Expiration Date set forth in this Agreement.

3. If, for any reason, your mortgage does not close or fund on or before the Lock Expiration Date, you will be subject to any one or more of the following
 - a) Pay a designated reasonable fee expressed in dollar (\$) amount per day and defined daily by the investors and is disclosed to you for approval before extending the lock;
 - b) Lose the lock and be subject to pay the higher of the locked rate or the current market rate, or
 - c) Have to wait up to 30 days before another lock may be granted.

Bank of Whittier will work diligently with you and the third parties (appraisers, escrow/title companies, employers, etc.) to close and fund your mortgage on or before the Lock Expiration Date. However, Bank of Whittier is not liable if your mortgage does not close and fund on or before the Lock Expiration Date due to the occurrence of one or more of the following:

1. You failed to provide the requested information and/or documents in a timely manner;
2. The absence of clear and merchantable title to the property securing your mortgage;
3. Delays caused by third parties including, without limitations, appraisal reports, governmental entities, builders, contractors, seller or repair persons; or
4. Delays caused by such events as inclement weather or Acts of God.

Please note that this Agreement does not constitute a mortgage approval. Approval of your mortgage application will be subject to various credit and/or pre-closing conditions that are specific to the particular type of transaction and mortgage product for which you have applied.

Please note that any terms not locked-in by the lock-in agreement are subject to change until the loan is closed at settlement.

If you should have questions concerning the requirements or status of conditions, please contact your Mortgage Originator:

Name: Alex Bao Chau Dang **E-Mail:** adang@bankofwhittier.com **Phone:** 562-945-7553

I/We understand and agree to the terms contained in this Rate Lock Confirmation Agreement.

	<u>7-19-2017</u>	_____	_____
Borrower's Signature	Date	Borrower's Signature	Date

_____	_____	_____	_____
Borrower's Signature	Date	Borrower's Signature	Date

Loan Originator's Name: Alex Bao Chau Dang, **NMLS #:** 1072272 **Date** July 19, 2017

Loan Originator Company's Name: BANK OF WHITTIER, N.A., NMLS #: 405611



DATE: 7/19/2017

CLIENT(S) NAME(S):

1. MD Mokter Hossain

**RE: FINANCING OF A RESIDENTIAL PROPERTY LOCATED AT 109 Foster Ave,
Havertown PA, 19083 ("PROPERTY")**

Dear Respected Brother Hossain,

Assalamu Alaykum;

With reference to the above-mentioned financing request that complies with and is based on the Law - *Shari'aa* - RF (Riba-Free) jurisprudence, and the laws of the United States of America, and in follow up to the Term Sheet, the Financial Institution is pleased to offer this summary of the primary terms and conditions to provide up to \$275,500.00 RF financing for the subject Property.

Applying the RF Finance model, the Financial Institution will offer a term financing based on the "Declining Participation in Usufruct (DPU)¹" concept. The corner stone of the DPU concept is the recognition that each tangible asset has two rights of ownership - - the first is the ownership of Title called "Milkul Raqabah" and the second is the Ownership of Usufruct of the property, called "Haqul Manfa'aa" For full details, please visit <https://www.lariba.com/home-financing.htm>

Primary Terms And Conditions Of Requested Financing

Financing Facility:	First Mortgage Financing
Client(s):	The obligation is to be the responsibility of: <ul style="list-style-type: none">• MD Mokter Hossain
Transaction:	Finance up to <u>95.000%</u> of the lower of purchase price or appraised value of the Property.
Financed Amount:	\$275,500.00

¹ Declining Participation in "*Haqul Manfaa*"

Rate of Return (RonC)	<p>The expected Rate of Return, or implied Interest using the conventional banking terminology required to issue regulatory disclosures that allow the Clients to make a fair comparison is <u>3.875%</u>.</p> <p>As outlined in the preliminary Term Sheet, the Return on Capital or “<i>RonC</i>” represents the profit to the Financial Institution based on the rental value of the Property (not interest rates) using the “Marking to Market” rule. The LARIBA model calculates the <i>Rate of Return</i>, which is called <i>Implied Interest Rate</i> in regulatory required by US Banking Laws (Truth in Lending Act, TILA or Regulation Z).</p> <p>According to the Financial Institution’s research, the estimated market rental rate of similar property in the neighborhood of approximately \$0.94 ~ \$1.17 per sq. ft. We estimated that the mathematical average rent for the Property is approximately \$1.06 per sq. ft. (approximately \$2,078 per month based on total area of approximately 1,960 square feet) and this produces a <i>rate of return</i> of approximately 8.60%.</p> <p>In order to offer the clients a competitively priced service, the Financial Institution is pleased to voluntarily discount the rental value from \$1.06 /sq. ft. for the property by approximately 55%, and set The initial rental rate at approximately \$0.48 /sq. ft. for the Property. Applying the discounted rental value to our LARIBA model, the resulting <i>Rate of Return on Capital/Implied Interest Rate</i> is calculated to be approximately <u>3.875%</u>.</p> <p><u>It is important to note that the Financial Institution does not start from an interest rate or index to calculate the “RonC.” The “RonC” is based on the actual Property rental value prevailing in the market. This is necessary in order to comply with Law (Shari’aa). Also, the Financial Institution does not rent money and call it the rent of a property which would be Riba.</u></p>
Term of Financing: <i>Years to Repay Capital</i>	240 months
Monthly Payments:	Payments will be approximately <u>\$1,651.39</u> . The monthly payment shall consist of two parts, the Repayment of Capital (“ <i>RofC</i> ”), the Return on Capital (“ <i>RonC</i> ”) assuming a financing term of <u>240</u> months, plus any amounts required to cover property taxes, insurance and PMI as outlined in the Islamabad Payment Calculator.
Collateral	First Lien (Deed of Trust/Mortgage) on the subject Property to be issued in favor of the Financial Institution. The Lien (<i>implied co-ownership of the right to use the Property (Usufruct)</i>), will be for the amount of the financing and will remain in effect until the amounts financed have been paid off.

Taxes & Maintenance	<p>Clients are to pay property taxes as applicable, when such become due. The Financial Institution requires evidence of payment of such items.</p> <p>Clients are also responsible for the maintenance costs and upkeep of the collateralizing Property and commits to keeping the property in good condition and in compliance with all state and federal environmental, safety and building codes and regulations.</p> <p>The agreed upon Rental value used as the basis for the Payment calculation takes into consideration the fact that Clients will be responsible for such expenses.</p>
Insurance	<p>Clients are to obtain casualty insurance (including flood insurance, if applicable) on the Property with coverage acceptable to the Financial Institution. The maximum deductible is 5% of the coverage amount. The Financial Institution will be named as Lien Holder. Proof of coverage is to be presented to the Financial Institution annually.</p> <p>Client will, at its own cost, provide the Financial Institution with a proof of flood insurance on collateral Properties with coverage acceptable to the Financial Institution, if the collateral Property is located in Special Flood Hazard Area as determined by FEMA.</p> <p>The agreed upon Rental value used as the basis for the Payment calculation takes into consideration the fact that Clients will be responsible for such expenses.</p>
Title Insurance	<p>Clients are to procure Title Insurance with Mortgagee's coverage and/or other endorsements required in the State of <u>PA</u> in the amounts sufficient to cover financed amount.</p>
Documentation	<p>Execution of standard Credit Documentation of the Financial Institution as per US Banking regulations and the requirements of the Financial Institution.</p> <p>In order to comply with US Banking Regulations and industry financing laws and guidelines with respect to disclosures, financing and security documentation, we are required to use the traditional Mortgage Financing documentation, which treats the financing transaction as mortgage finance.</p> <p>The Clients will appear as sole owners of the Property (and will hold Right of ownership "<i>Milkul Raqabah</i>"). The Financial Institution, on the other hand, will hold a Lien (<i>implied co-ownership of the right to use the proportionate share of Property's usufruct</i>).</p>
Syndication/Participation	<p>The Financial Institution reserves the right to syndicate/participate any portion of this Financing transaction to other Investors/Financial Institution.</p>

Applicable Law	This transaction is subject to the laws of the State of <u>PA</u> .
Expenses	Please refer to the Loan Estimate and Closing Disclosure to be issued prior to closing the transaction.
Other Terms and Conditions:	As outlined in the financing documents.

This Term Sheet, the preliminary RF Term Sheet, the Specific Agency Agreement (Wakala), and the LARIBA Financing Agreement constitute the Contractual Shari'aa-based agreements between Financing Entity and the Clients which is sufficient to document the rights and obligations of each of the two contracting parties. Because of strict banking regulations in the United States which prohibit banks from owning properties and in order to comply with the "*Truth in Lending*" government regulation ("*Regulation Z*"), your Financing Documentation will be drawn according to and in conformance with the regulations, laws and terminology of the banking industry in the United States including the use of the word "*interest*"².

As explained above, the word: "interest" and/or "implied interest" used by the LARIBA RF Finance model and other documents are actually calculated by the LARIBA algorithm. It is based on the market- researched rental value of similar properties in the same neighborhood and is NOT based on the rental of money at a rental rate called "interest," which is Riba. The resulting, mutually agreed-upon - rental value is used in the LARIBA model to calculate the "*Rate of Return on Capital*" or "*Implied Interest*".

This Riba-Free Term Sheet is STRICTLY CONFIDENTIAL and is COPY RIGHT PROTECTED. It is intended to outline in general the principal terms and conditions of the transaction and the Shariaa compliance basis of the transaction. It is not intended to list all of the terms and conditions of the transaction, which are to be included in the Financing documentation.

Your signature and initials indicate your agreement with the above mentioned terms and conditions.

² There is an edict (fatwa) issued by the respected Sheikhs: Yusuf Qaradawy, Al Dhareer, Samy Hamoud, Abou Ghuddah and others that allows that.

On behalf of Bank of Whittier, N.A. (Financing Entity)

Alex Bao Chau Dang

SVP / Credit Dept. Manager


NMLS # 1072272

(562) 945-7553 ext. 113

Fax (562) 945-5031

Email adang@bankofwhittier.com

Acknowledge and Accept by Client(s):

 7-19-2017

Sign & Date

Sign & Date

