

WESTERN COMMERCE BANK

REAL ESTATE LOAN APPLICATION INFORMATION

IN ORDER TO EXPEDITE THE PROCESSING OF YOUR REAL ESTATE LOAN APPLICATION, PLEASE BRING WITH YOU TO THE INTERVIEW ANY OF THE FOLLOWING INFORMATION THAT APPLIES FOR EACH APPLICANT.

PLEASE BRING ORIGINAL DOCUMENTS for the following items, if applicable:

1. **TAX RETURNS:** Tax returns for the past 2 years and for Self Employed Borrowers - YTD Profit and Loss Statement and Balance Sheet.
2. Most recent pay stub or stubs reflecting 30 days' pay and Year-to-Date information.
3. Last 2 months Bank statements for all bank accounts or thrift plan statement.
4. **MORTGAGEE/LANDLORD:** Name, addresses, and phone number for all Mortgagees/landlords within the past 24 months or canceled checks and/or rent receipts.
5. **EMPLOYERS:** W-2's for past 2 years for each applicant, or Name, address, and phone number for all employers within the past 24 months. If less than 24 months work history, please provide a copy of your College Transcript.
6. Name, address, and phone number of all credit references. If your credit history is limited (4 or less accounts), please bring copies of recent bills for utility companies, insurance company, cell phone, or other non-reporting creditors, etc. that include name, address and company contact for those accounts listed in your name.
7. Benefit statements for any income generated from special programs. (Examples are: Social Security, SSI, VA, Retirement, Pension, etc.)
8. 12 months of receipts from/for child support.
9. Court stamped copy of your divorce decree showing any property settlement or child support obligations.
10. Court stamped Copy of Bankruptcy Papers including discharge and explanation, if applicable. (Secondary Market financing requires 4 years from date of Discharge)
11. Up-front Processing Fees: **\$22.11(for each individual credit report - 2nd Market) and \$3.83(for each individual credit report - In-house) and after Loan Estimate is provided \$650.00.** Fees are credited at closing for costs of credit report, appraisal, etc.
12. Two forms of Identification required. (i.e. Driver's License or Passport, and Social Security Card)
13. Insurance requirement information (attached)



IMPORTANT INSURANCE INFORMATION

This is to advise you that you have the opportunity to choose the carrier of the required title insurance provided the title insurance is being paid by you. You also have the right to choose the carrier of your hazard or flood insurance provided the insurer is licensed and an admitted carrier or otherwise approved to do business in our jurisdiction. Deductible amounts may be up to \$1,000 or 1% of the face amount of the policy, whichever is higher. **Insurance must protect against loss or damage covered by standard extended coverage endorsement.** Surplus Lines Coverage for Flood Insurance may be required when property values are in excess of FEMA Program limits.

Once your loan has been approved and closed we may be collecting funds in escrow for your hazard insurance, and possible other insurance such as mortgage insurance and flood insurance. **PRIOR TO CLOSING**, you will have to take the following action:

1. Select and notify the insurance company for hazard insurance and flood insurance, if required.
2. Make sure the actual policies and premium information are provided to the Bank or sent to the Title Company.
3. The amount of insurance coverage should equal at least the lesser of 100% of the insurable value of the improvements—as established by the property insurer, or the unpaid principal balance of all mortgages, as long as it equals the minimum amount—usually 80% of the insurable value of the improvements—required to compensate for damage or loss on a replacement cost basis.
4. Lender's Mortgagee Clause must read as follows:
**Western Commerce Bank, Its respective successors and/or assigns, as their interest may appear
PO Box 1358
Carlsbad NM 88221-1358**

NO INSURANCE BINDERS WILL BE ACCEPTED

LOAN PROGRAMS

We have both fixed and adjustable rate mortgages available, with financing terms up to 30 years. Please feel free to discuss all financing options with your lender. If you choose an adjustable rate mortgage, additional disclosures will be provided.

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):

Borrower _____

Co-Borrower _____

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> Conventional <input type="checkbox"/> Other (explain): <input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service	Agency Case Number	Lender Case Number
Amount	Interest Rate	No. of Months	Amortization Type:
\$	%		<input type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & ZIP)		No. of Units
Legal Description of Subject Property (attach description if necessary)		Year Built
Purpose of Loan	Property will be:	
<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
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
Title will be held in what Name(s)		Manner in which Title will be held
		<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)		

III. BORROWER INFORMATION

Borrower				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower) no. ages			<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Borrower) no. ages		
Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.				Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			
If residing at present address for less than two years, complete the following:							
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.				Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.			

IV. EMPLOYMENT INFORMATION

Borrower			Co-Borrower		
Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job
		Yrs. employed in this line of work/profession			Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
If employed in current position for less than two years or if currently employed in more than one position, complete the following:					
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)
		Monthly Income			Monthly Income
		\$			\$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)
		Monthly Income			Monthly Income
		\$			\$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	

Initials: _____

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

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

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

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

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed Jointly Not Jointly

ASSETS Description	Cash or Market Value	LIABILITIES	
		Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:	\$		
List checking and savings accounts below			
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months
Acct. no.		Acct. no.	\$
Name and address of Bank, S&L, or Credit Union	\$	Name and address of Company	\$ Payment/Months
Acct. no.		Acct. no.	\$
Name and address of Bank, S&L, or Credit Union	\$	Name and address of Company	\$ Payment/Months
Acct. no.		Acct. no.	\$
Name and address of Bank, S&L, or Credit Union	\$	Name and address of Company	\$ Payment/Months
Acct. no.		Acct. no.	\$
Name and address of Bank, S&L, or Credit Union	\$	Name and address of Company	\$ Payment/Months
Acct. no.		Acct. no.	\$
Stocks & Bonds (Company name/number & description)	\$	Name and address of Company	\$ Payment/Months
Life insurance net cash value	\$	Acct. no.	\$
Face amount: \$		Name and address of Company	\$ Payment/Months
Subtotal Liquid Assets	\$	Acct. no.	\$
Real estate owned (enter market value from schedule of real estate owned)	\$	Name and address of Company	\$ Payment/Months
Vested interest in retirement fund	\$	Acct. no.	\$
Net worth of business(es) owned (attach financial statement)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$
Automobiles owned (make and year)	\$	Job-Related Expense (child care, union dues, etc.)	\$
Other Assets (itemize)	\$	Total Monthly Payments	\$
		Net Worth (a minus b)	\$
Total Assets a.	\$	Total Liabilities b.	\$

Initials: _____

VI. ASSETS AND LIABILITIES (cont'd)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

Alternate Name

Creditor Name

Account Number

VII. DETAILS OF TRANSACTION

VIII. DECLARATIONS

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS			
		If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.			
		Borrower		Co-Borrower	
		Yes	No	Yes	No
a. Purchase price	\$				
b. Alterations, improvements, repairs					
c. Land (if acquired separately)					
d. Refinance (incl. debts to be paid off)					
e. Estimated prepaid items					
f. Estimated closing costs					
g. PMI, MIP, Funding Fee					
h. Discount (if Borrower will pay)					
i. Total costs (add items a through h)					
j. Subordinate financing					
k. Borrower's closing costs paid by Seller					
l. Other Credits (explain)					
m. Loan amount (exclude PMI, MIP, Funding Fee financed)					
n. PMI, MIP, Funding Fee financed					
o. Loan amount (add m & n)					
p. Cash from/to Borrower (subtract j, k, l & o from i)					
		a. Are there any outstanding judgments against you?			
		b. Have you been declared bankrupt within the past 7 years?			
		c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?			
		d. Are you a party to a lawsuit?			
		e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)			
		f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.			
		g. Are you obligated to pay alimony, child support, or separate maintenance?			
		h. Is any part of the down payment borrowed?			
		i. Are you a co-maker or endorser on a note?			
		j. Are you a U.S. citizen?			
		k. Are you a permanent resident alien?			
		l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.			
		m. Have you had an ownership interest in a property in the last three years?			
		(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?			
		(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?			

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer 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 X	Date	Co-Borrower's Signature X	Date
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X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

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

To be Completed by Loan Originator:
 This information was provided: In a face-to-face interview By the applicant and submitted by fax or mail
 In a telephone interview By the applicant and submitted via e-mail or the Internet

Loan Originator's Signature X	Date
Loan Originator's Name (print or type)	Loan Originator Identifier
Loan Origination Company's Name	Loan Origination Company Identifier
	Loan Originator's Phone Number (including area code)
	Loan Origination Company's Address

Initials: _____

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark **B** for Borrower or **C** for Co-Borrower.

Borrower:	
Co-Borrower:	

Agency Case Number:	
Lender Case Number:	

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: X	Date	Co-Borrower's Signature: X	Date
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Initials: _____

Demographic Information Addendum.

This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: Check one or more

- Hispanic or Latino
 Mexican Puerto Rican Cuban
 Other Hispanic or Latino – *Print origin:*

_____ *For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.*

- Not Hispanic or Latino
 I do not wish to provide this information

Sex

- Female
 Male
 I do not wish to provide this information

Race: Check one or more

- American Indian or Alaska Native – *Print name of enrolled or principal tribe:* _____
 Asian
 Asian Indian Chinese Filipino
 Japanese Korean Vietnamese
 Other Asian – *Print race:* _____
For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.
 Black or African American
 Native Hawaiian or Other Pacific Islander
 Native Hawaiian Guamanian or Chamorro Samoan
 Other Pacific Islander – *Print race:*

_____ *For example: Fijian, Tongan, and so on.*

- White
 I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

- Was the ethnicity of the Borrower collected on the basis of visual observation or surname? NO YES
Was the sex of the Borrower collected on the basis of visual observation or surname? NO YES
Was the race of the Borrower collected on the basis of visual observation or surname? NO YES

The Demographic Information was provided through:

- Face-to-Face Interview (*includes Electronic Media w/ Video Component*) Telephone Interview Fax or Mail Email or Internet

Borrower Name: _____

Demographic Information Addendum.

This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: Check one or more

- Hispanic or Latino
 Mexican Puerto Rican Cuban
 Other Hispanic or Latino – *Print origin:*

_____ *For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.*

- Not Hispanic or Latino
 I do not wish to provide this information

Sex

- Female
 Male
 I do not wish to provide this information

Race: Check one or more

- American Indian or Alaska Native – *Print name of enrolled or principal tribe:* _____
 Asian
 Asian Indian Chinese Filipino
 Japanese Korean Vietnamese
 Other Asian – *Print race:* _____
For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.
 Black or African American
 Native Hawaiian or Other Pacific Islander
 Native Hawaiian Guamanian or Chamorro Samoan
 Other Pacific Islander – *Print race:*

_____ *For example: Fijian, Tongan, and so on.*

- White
 I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

- Was the ethnicity of the Borrower collected on the basis of visual observation or surname? NO YES
Was the sex of the Borrower collected on the basis of visual observation or surname? NO YES
Was the race of the Borrower collected on the basis of visual observation or surname? NO YES

The Demographic Information was provided through:

- Face-to-Face Interview (includes Electronic Media w/ Video Component) Telephone Interview Fax or Mail Email or Internet

Borrower Name: _____

HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144 (exp. 11/30/2019)
 HUD: 2502-0059 (exp. 03/31/2019)

Part I - Identifying Information (mark the type of application) <input type="checkbox"/> VA Application for Home Loan Guaranty <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		2. Agency Case No. (include any suffix)	3. Lender/Mortgagee Case No.	4. Section of the Act (for HUD cases)
5. Borrower's Name & Present Address (Include zip code)		7. Loan Amount (include the UFMP if for HUD or Funding Fee if for VA) \$	8. Interest Rate %	9. Proposed Maturity yrs. mos.
6. Property Address (including name of subdivision, lot & block no. & zip code)		10. Discount Amount (only if borrower is permitted to pay) \$	11. Amount of Up Front Premium \$	12a. Amount of Monthly Premium / mo.
		13. Lender/Mortgagee I.D. Code		12b. Term of Monthly Premium mos.
15. Lender/Mortgagee Name & Address (include zip code)		16. Name & Address of Sponsor/Agent		
Type or Print all entries clearly		17. Lender/Mortgagee Telephone Number		
FHA Sponsored Originations		Name of Loan Origination Company		Tax ID of Loan Origination Company
				NMLS ID of Loan Origination Company

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.

18. First Time Homebuyer? a. <input type="checkbox"/> Yes b. <input type="checkbox"/> No	19. VA Only Title will be Vested in: <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other (specify)	20. Purpose of Loan (blocks 9-12 are for VA loans only) 1) <input type="checkbox"/> Purchase Existing Home Previously Occupied 2) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied 3) <input type="checkbox"/> Finance Improvements to Existing Property 4) <input type="checkbox"/> Refinance (Refi) 5) <input type="checkbox"/> Purchase New Condo. Unit 6) <input type="checkbox"/> Purchase Existing Condo. Unit 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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HUD Instructions: The capitalized terms used in this form refer to those terms as used in the relevant sections of the current version of Single Family Housing Policy Handbook, HUD 4000.1.

Part II – Lender/Mortgagee Certification

21. The undersigned lender/mortgagee 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.

- A. The loan terms furnished in the final Uniform Residential Loan Application and this Addendum are true, accurate and complete.
- B. (1) The information contained in the **initial** Uniform Residential Loan Application and this Addendum was obtained from the Borrower by an employee of the undersigned lender/mortgagee or its duly authorized agent and to the best of lender/mortgagee's knowledge is complete and accurately represents the information obtained by the lender/mortgagee as of the date the Borrower provided the information to the undersigned lender/mortgagee or its duly authorized agent.
 (2) The information contained in the **final** Uniform Residential Loan Application, which was signed by the Borrower at the time of settlement, was obtained by an employee of the undersigned lender/mortgagee or its duly authorized agent and to the best of lender/mortgagee's knowledge is complete and accurately represents the information obtained by the lender/mortgagee as of the date verified by the lender/mortgagee.
- C. The credit report submitted on the subject Borrower (and Co-Borrower, if any) was ordered by the undersigned lender/mortgagee or its duly authorized agent from the credit agency which prepared the report and was received directly from said credit agency.
- D. The Verifications of Employment, Deposit, Rent and Mortgage, as applicable, were requested and received by the lender/mortgagee or its duly authorized agent without passing through the hands of the Borrower or any Interested Third Party and are to the best of lender/mortgagee's knowledge accurate.
- E. To the best of my knowledge, neither I nor any other Participant (as that term is clarified in HUD Handbook 400 0.1, II.A.1.b.ii.(B)) in this Covered Transaction (as that term is clarified at 2 C.F.R. § 180.200) is suspended, debarred, under a limited denial of participation, or otherwise restricted under 2 C.F.R. part 2424 or 24 C.F.R. p art 25, or under similar procedures of any other federal agency.

Items "F" through "H" are to be completed as applicable for VA loans only.

F. The names and functions of any duly authorized agents who developed on behalf of the lender/mortgagee 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/mortgagee affirmatively certifies that all information and supporting credit data were obtained directly by the lender/mortgagee.

- G. The undersigned lender/mortgagee understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item F as to the functions with which they are identified.
- H. 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/Mortgagee	Title of Officer of Lender/Mortgagee	Date (mm/dd/yyyy)
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WARNING: This warning applies to all certifications made in this document. The knowing submission of a false, fictitious, or fraudulent certification may be subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. 18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729

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 can be located on the OMB Internet page at <http://www.reginfo.gov/public/do/PRAMain>. Privacy Act Information: The information requested on the 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, 42U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her 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 mortgagor. Any disclosure 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 this 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 Mortgagee 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 Mortgagee, 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 _____

Part V - Borrower Certification

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

	Is it to be sold?	22b. Sales Price	22c. Original Mortgage Amt
22a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA		
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.

23. Complete for VA-Guaranteed Mortgage. Have you ever had a VA home Loan? Yes No

IMPORTANT: If you are certifying that you are married for the purpose of VA benefits, your marriage must be recognized by the place where you and/ or your spouse resided at the time of marriage, or where you and/or your spouse resided when you filed your claim (or a later date when you become eligible for benefits) (38 U.S.C. § 103(c)). Additional guidance on when VA recognizes marriages is available at <http://www.va.gov/opa/marriage/>.

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. The reasonable value of the property as determined by VA or;
- (2) **Occupancy: HUD Only (CHECK APPLICABLE BOX)** The statement of appraised value as determined by HUD/FHA
 - I, the Borrower or Co-Borrower will occupy the property within 60 days of signing the security instrument, and intend to continue occupancy for at least one year; or
 - I do not intend to occupy the property as my primary residence.
- Occupancy: VA Only**
 - (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 on 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 reduction loans).
 - (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.
 - (e.) The veteran is on active military duty and in his or her absence, I certify that a dependent child of the veteran occupies or will occupy the property securing this loan as their home. **Note:** This requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign the Borrower's Certificate below.
 - (f.) While the veteran was on active military duty and unable to occupy the property securing this loan, the property was occupied by the veteran's dependent child as his or her home (for interest rate reduction loans). **Note:** This requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign the Borrower's Certificate below.
- (3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$ _____) is:
 - (4) I and anyone acting on my behalf are, and will remain, in compliance with the Fair Housing Act, 42 U.S.C. 3604, et seq., with respect to the dwelling or property covered by the loan and in the provision of services or facilities in connection therewith. I recognize that any restrictive covenant on this property related to race, color, religion, sex, disability, familial status, national origin, marital status, age, or source of income is illegal and void. I further recognize that in addition to administrative action by HUD, a civil action may be brought by the Attorney General of the United States in any appropriate U.S. court against any person responsible for a 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 and review accuracy of this application.

Signature(s) of Borrower(s) _____ Date Signed _____ Signature(s) of Co-Borrower(s) _____ Date Signed _____

Direct Endorsement Approval for a HUD/FHA-Insured Mortgage

U.S. Department of Housing
and Urban Development

1. Borrower's Name & Present Address (Include zip code)	2. Property Address	3. Agency Case No. (include any suffix)
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Approved:

Date Mortgage Approved

Date Approval Expires

<input type="checkbox"/> Modified & approved as follows:	Loan Amount (include UFMIP)	Interest Rate	Proposed Maturity		Monthly Payment	Amount of Up Front Premium	Amount of Monthly Premium	Term of Monthly Premium
\$	%	Yrs.	Mos.	\$	\$	\$	Mos.	

Owner Occupancy NOT required

All conditions of Approval have been satisfied

_____ This mortgage was rated as an "accept" or "approve" by FHA's TOTAL Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies that the mortgagee reviewed the TOTAL Mortgage Scorecard findings and that this mortgage meets the Final Underwriting Decision (TOTAL) requirements for approval. The undersigned representative of the mortgagee also certifies that all information entered into TOTAL Mortgage Scorecard is complete and accurately represents information obtained by the mortgagee, that the information was obtained by the mortgagee, pursuant to FHA requirements, and that there was no defect in connection with the approval of this mortgage such that the result reached in TOTAL should not have been relied upon and the mortgage should not have been approved in accordance with FHA requirements.

Mortgagee Representative:

Signature: _____ Printed Name/Title: _____

And if applicable:

This mortgage was rated as an "accept" or "approve" by FHA's TOTAL Mortgage Scorecard and the undersigned Direct Endorsement underwriter certifies that I have personally reviewed and underwritten the appraisal according to standard FHA requirements.

Direct Endorsement Underwriter Signature

DE's CHUMS ID Number

OR

_____ This mortgage was rated as a "refer" by a FHA's TOTAL Mortgage Scorecard, or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement Underwriter certifies that I have personally reviewed and underwritten the appraisal report (if applicable), credit application, and all associated documents used in underwriting this mortgage. I further certify that:

- I have approved this loan and my Final Underwriting Decision was made having exercised the required level of Care and Due Diligence and in performing my underwriting review;
- I have performed all Specific Underwriter Responsibilities for Underwriters and my underwriting of the borrower's Credit and Debt, Income, Qualifying Ratios and Compensating Factors, if any, and the borrower's DTI with Compensating Factors, if any, are within the parameters established by FHA and the borrower has assets to satisfy any required down payment and closing costs of this mortgage; and
- I have verified the Mortgage Insurance Premium and Mortgage Amount are accurate and this loan is in an amount that is permitted by FHA for this loan type, property type, and geographic area.
- There was no defect in connection with my approval of this mortgage such that my Final Underwriting Decision should have changed and the mortgage should not have been approved in accordance with FHA requirements .

Direct Endorsement Underwriter Signature

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 Certification:

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 FHA);
- (c.) All charges and fees collected from me as shown in the settlement statement have been paid by my own funds, gift funds, or acceptable Down Payment Assistance program funds, and no other charges have been or will be paid by me in respect to this transaction.

Borrower(s) Signature(s) & Date

Mortgagee's Certification:

The Mortgagee by and through the undersigned certifies that to the best of its knowledge:

- (a) The loan terms, loan type, property address, Borrower information including names, social security number, credit scores, marital status, employment status, and Borrower occupancy status, in its application for insurance and in this Certificate are true and correct;
- (b) All loan approval conditions appearing in any outstanding commitment issued under the above case number have been fulfilled and this loan closed in a manner consistent with the mortgagee's approval;
- (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 and any escrow has been established in accordance with applicable law;
- (d) The note and security instruments are in a form acceptable to HUD and 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 note 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; and
- (h) The Mortgagee has exercised due diligence in processing this mortgage and in reviewing the file documents listed at HUD Handbook 4000.1, II.A.7.b. and the documents contain no defect that should have changed the processing or documentation and the mortgage should not have been approved in accordance with FHA requirements.

I, the undersigned authorized representative of the mortgagee certify that I have personally reviewed the mortgage documents, closing statements, application for insurance endorsement, and all accompanying documents and request the endorsement of this mortgage for FHA insurance.

Mortgagee	Note: If the approval is executed by an agent in the name of the mortgagee, the agent must enter the mortgagee's code number and type.		
Name and Title of the Mortgagee's Officer			
Signature of the Mortgagee's Officer		Date	
		Code Number (5 digits)	Type

REAL ESTATE DISCLOSURES

GENERAL AUTHORIZATION

I/We have applied to have Western Commerce Bank, hereafter referred to as WCB, for a loan secured by real estate. As part of the application process, WCB 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**. This will authorize WCB to: **A.** Order a credit report on me/us from any credit reporting agency for which I/We agree to pay for; and **B.** Verify my/our employment, income, deposit or other accounts which I/We list and verify information from any source WCB thinks necessary in underwriting this application. This will authorize the respective Title Company to obtain payoff information on my /our mortgage loan.

I/We agree to pay for any necessary charges incurred with the processing of this application whether it be approved, denied, transferred or withdrawn.

A photographic copy or FAX copy of this authorization may be accepted as an original.

Borrower

Co-Borrower

Date

NOTICE – JOINT CREDIT

We intend to apply for joint credit. (initials) _____

UPFRONT COSTS

Western Commerce Bank will order certain documents required to process and close the loan. These may include **credit report(s), appraisal and title commitment fees**. The credit report fee will be collected upfront and the remainder of any other fees will be collected once a Loan Estimate has been provided to the applicant and we have received the signed Intent to Proceed. The Loan Estimate will be provided upon receipt of the following 6 items: Name, Social Security Number, Income, Property Address, Estimated Property Value and Loan Amount. These fees will be paid by the applicant or Seller and are not refundable if the service has been performed.

INTEREST RATE AND DISCOUNT UNDERSTANDING

Applicant understands that the Bank will close the loan at their prevailing rate of interest and discount points at the **time of closing** unless written guaranty is issued and is still in effect. Initial rate disclosures are **ESTIMATES ONLY**.

IMPORTANT INSURANCE INFORMATION

This is to advise you that you have the opportunity to choose the carrier of the required title insurance provided the title insurance is being paid by you. You also have the right to choose the carrier of your hazard or flood insurance provided the insurer is licensed and an admitted carrier or otherwise approved to do business in our jurisdiction. Deductible amounts may be up to \$1,000 or 1% of the face amount of the policy, whichever is higher. **Insurance must protect against loss or damage covered by standard extended coverage endorsement.** Surplus Lines Coverage for Flood Insurance may be required when property values are in excess of FEMA Program limits.

Once your loan has been approved and closed we may be collecting funds in escrow for your hazard insurance, and possible other insurance such as mortgage insurance and flood insurance. **PRIOR TO CLOSING**, you will have to take the following action:

1. Select and notify the insurance company for hazard insurance and flood insurance, if required.
2. Make sure the actual policies and premium information are sent to the Bank or Title Company.
3. The amount of insurance coverage should equal at least the lesser of 100% of the insurable value of the improvements—as established by the property insurer, or the unpaid principal balance of all mortgages, as long as it equals the minimum amount—usually 80% of the insurable value of the improvements—required to compensate for damage or loss on a replacement cost basis.
4. Lender's Mortgagee Clause must read as follows:
**Western Commerce Bank, Its respective successors and/or assigns, as their interest may appear
PO Box 1358
Carlsbad NM 88221-1358**
5. **NO INSURANCE BINDERS WILL BE ACCEPTED.**

Initials: _____

OCCUPANCY STATEMENT

This is to certify that I/We ___do ___not intend to occupy the subject property as my/our principal residence. I/We hereby certify under penalty of the U.S. Criminal Code Section 1010 Title 18 U.S.C., that the above statement submitted for the purpose of obtaining mortgage insurance under the National Housing Act is true and correct.

TIME FRAME

The entire procedure from time of application to closing takes approximately 20 to 45 days depending upon your loan program.

SALE/LEASE/RENT OF OTHER REAL ESTATE

For qualifying purposes, if you have submitted information with your application stating that the home you now have will be sold, it is to be fully understood that this other real estate must be closed and the deed recorded before Western Commerce Bank can close on the property you are purchasing. In the event your present real estate is not closed and recorded prior to closing, it is understood that this application is subject to re-processing. If you will be renting or leasing the property, a copy of that agreement must be provided.

NOTIFICATION OF RIGHT TO RECEIVE A COPY OF 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.

The lender certifies that a completed copy of the Notice was _____mailed _____delivered to the applicant(s) on

(Date)

NOTICE OF RIGHTS UNDER EQUAL CREDIT OPPORTUNITY ACT

The Equal Credit Opportunity Act, as implemented by "Regulation B" granted certain rights to you about which Western Commerce Bank wishes to make you aware. Please read the following before completing any application for credit:

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex, marital status, race, color, religion, national origin, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. For the purpose of your loan application, income from alimony, child support or separate maintenance payments need not be revealed if applicant or Co-applicant does not choose to disclose such income. Use of courtesy title (Mr., Mrs., Ms. or Miss) is not a requirement and the use of such titles is entirely optional with applicant(s). The Federal Agency that administers compliance with this law concerning this creditor (Western Commerce Bank) is: **Federal Deposit Insurance Corporation, Consumer Response Center, 1100 Walnut St, Box #11, Kansas City MO 64106.**

Initials: _____

NOTICE TO BORROWERS OF RIGHT OF FINANCIAL PRIVACY

This is Notice to you as required by the Right to Financial Privacy Act of 1978 that:

- The Department of Housing and Urban Development
- The Veterans Administration Loan Guaranty Service or Division
- The New Mexico Mortgage Finance Authority
- The Rural Economic and Community Development (RECD)
- Fannie Mae or another Secondary Market Lender

has the right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the above agency 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.

_____ NO _____ YES

I/We authorize Western Commerce Bank to release information regarding our loan application, progress reports or answer inquiries from _____ who is an interested party to this transaction.

We certify that all the foregoing has been explained and accepted by us. I/We have received a copy of the Equal Credit Opportunity Act Notice & Right of Financial Privacy Notice, the CFPB "Your Home Loan Tool Kit" and Servicing Disclosure Statement. I/We have also received the Notice of Rights to Financial Privacy disclosure.

Borrower

Co-Borrower

Date

REQUIRED PROVIDER LIST

Credit Reporting Agencies

Kroll Factual Data
5200 Hahns Peak Dr.
Loveland CO 80538
1-800-766-5600

Flood Certification Vendor

Factual Data Flood
5200 Hahns Peak Dr.
Loveland CO 80538
1-800-730-6374

Mortgage Insurers

MGIC
PO Box 566
Milwaukee WI 53201-0566
1-800-424-6442

Genworth Mortgage Insurance Corp.
PO Box 847694
Dallas TX 75284-7694
1-800-334-9270

Appraisers

The lender will select an appraiser from a list of certified appraisers compiled pursuant to the requirements imposed by Title 11 of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"). The Loan Estimate provides the estimated costs for appraisals made by these providers. Please let us know if you would like a copy of our approved list of appraisers for your community.

Initials: _____

YOU AS A CONSUMER ARE PERMITTED TO SHOP FOR A SETTLEMENT SERVICE WITHIN OUR LIST OF AVAILABLE PROVIDERS BELOW OR YOU MAY CHOOSE A DIFFERENT PROVIDER OF YOUR CHOICE FOR THAT SERVICE.

Title Company

The lender has provided the following list of title companies frequently used within your community. This list can be updated periodically, based on additions and changes.

Guaranty Title Co.
103 W Mermod St.
Carlsbad NM 88220
(575) 887-3593

Eddy County Abstract
116 N Canyon St.
Carlsbad NM 88220
(575) 887-2828

Currier Abstract
506 W Texas St.
Artesia NM 88210
(575) 887-1003

Elliott & Waldron
1819 N Turner, Ste B
Hobbs NM 88240
(575) 393-7706

Fidelity National Title
8500 Manual Blvd NE , Ste B150
Albuquerque NM 87112
(505) 296-5418 (505) 332-6281

Stewart Title
6759 Academy Rd., NE
Albuquerque, NM 87109
505-828-1700

Fidelity National Title
2155 Louisiana NE STE 4000
Albuquerque, NM 87110
505-883-9595

First American Title
7517 Montgomery Blvd NE, Ste B
Albuquerque NM 87109
(505) 881-8985 (505) 348-3434 fax

Old Republic National Title Insurance Company
9201 Montgomery BLVD NE Building 7
Albuquerque NM 87111
(505) 994-6700
(505) 296-3129 fax

Surveyors/Elevation Certificates

The lender has provided the following list of surveyors frequently used within your community. This list can be updated periodically, based on additions and changes.

Dan R Reddy
401 W Greene St.
Carlsbad NM 88220
(575) 887-6483

R & R Surveying, LLC
423 W Greene St.
Carlsbad NM 88220
(575) 885-6867

Terry D Rains
PO Box 1474
Roswell NM 88202
(575) 622-8411

Johnny Hopper
4001 Mahan Dr.
Hobbs NM 88240
(575) 392-6618

Gary Edison
PO Box 2344
Hobbs NM 88241
(575) 318-1157

Pettigrew & Associates
1110 N Grimes St.
Hobbs NM 88240
(575) 393-9827

Survtek, Inc.
9384 Valley View Dr.
Albuquerque NM 87112
(505) 897-3366

Rhombus Consulting
2620 San Mateo NE Suite B
Albuquerque NM 87110
(505) 881-6690

Initials: _____

Termite Inspectors

The lender has provided the following list of pest inspection companies frequently used within your community. This list can be updated periodically, based on additions and changes.

Carlsbad Pest Control
401 S Mesa St.
Carlsbad NM 88220
(575) 885-0277

Bob Reed Pest Control
1206 W Hobbs
Roswell NM 88203
(575) 623-5344

Concept III
PO Box 1062
Hobbs NM 88241
(575) 393-0394

Pro-Treat LLC
PO Box 6071
Hobbs NM 88241
(575) 392-3261

Integrity Pest Consultants
6612 Ventana Hills Rd NW
Albuquerque NM 87114
(505) 836-5400

Gary's Pest Control Mgt.
220 1st St. NE
Albuquerque NM 87124
(505) 270-9620

Home Inspectors

The lender has provided the following list of home inspection companies frequently used within your community. This list can be updated periodically, based on additions and changes.

Garriott Home Inspections, LLC
1423 S Country Club Cir.
Carlsbad NM 88220
(575) 706-3263 – Robert Garriott OR (575) 706-5488 – Orin Garriott

Roof Inspectors

The lender has provided the following list of roof inspection companies frequently used within your community. This list can be updated periodically, based on additions and changes.

Allen Roofing Co., Inc.
2323 W Texas St.
Carlsbad NM 88220
(575) 887-5589

Hamilton Roofing Co.
916 ½ N Main St.
Carlsbad NM 88220
(575) 885-6676

JAG Roofing Co.
1119 W Copper St.
Hobbs NM 88240
(575) 392-6332

Moreno Roofing
1017 W Monroe
Lovington NM 88260
(575) 396-7182

FINDING APPROVED HOUSING COUNSELING AGENCIES

Instructions on Finding Approved Housing Counseling Agencies.

Housing counseling agencies approved by the U.S. Department of Housing and Urban Development (“HUD”) can offer independent advice about whether a particular set of mortgage loan terms is a good fit based on your objective and circumstances, often at little or no cost.

If you are interested in contacting a HUD-approved housing counseling agency in your area, you can visit the Consumer Financial Protection Bureau’s (“CFPB”) website, www.consumerfinance.gov/find-a-housing-counselor, and enter your zip code.

You can also access HUD’s housing counseling agency website via www.consumerfinance.gov/mortgagehelp.

For additional assistance with locating a housing counseling agency, call the CFPB at 1-855-411-CFPB(2372).

Initials: _____

NOTICE TO THE HOME LOAN APPLICANT

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.

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. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

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

If you have any questions concerning the terms of the loan, contact the lender.

Name, Address and Phone Number of Consumer Reporting Agencies providing the credit score(s):

Experian (888) 397-3742
PO Box 2104
Allen TX 75013-0949
www.experian.com

Equifax (800) 685-1111
PO Box 740241
Atlanta GA 30374
www.equifax.com

Trans Union (866) 887-2673
PO Box 4000
Chester PA 19016
www.transunion.com

Borrower

Co-Borrower

Date

LENDER NAME AND ADDRESS: WESTERN COMMERCE BANK
P.O. BOX 1358
CARLSBAD, NM 88221-1358

SERVICING DISCLOSURE STATEMENT

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 that 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 account payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information

- A. We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
- B. 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.
- C. The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

ACKNOWLEDGEMENT OF MORTGAGE LOAN APPLICANT

By signing below, I/We acknowledge receiving a copy of this disclosure.

APPLICANT DATE

APPLICANT DATE

APPLICANT DATE

APPLICANT DATE

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 products(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 January 2018.

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 (\$98,188 w/Upfront Mortgage Insurance Premium)	\$95,000
3.	Closing Costs	\$2,000	\$2,000
4.	Down payment Needed	\$3,500	\$5,000
5.	Interest Rate and Term of Loan in Years	4.375% / 30 Year Loan	4.125% / 30 Year Loan
6.	Monthly Payment (principal and interest only)	\$490	\$460
7.	Loan to Value	96.50%	95.00%
8.	Monthly Mortgage Insurance Premium (first year)	\$70.83*	\$60.17
9.	Maximum Number of Years of Monthly Insurance Premium Payments	30 Years	Approx. 13 Years
10.	Upfront Mortgage Insurance Premium (if applicable)	\$1688.75** (Included in Mortgage Amount, line 2)	N/A

*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

**Based on an upfront mortgage insurance premium rate of 1.75%.

FHA Mortgage Insurance Premium Information

In addition to an upfront mortgage insurance premium (UFMIP), you may also be charged a monthly mortgage insurance premium. You will pay the monthly premium for either:

- The first 11 years of the mortgage term, or the end of the mortgage term, whichever occurs first, if your mortgage had an original principal obligation (excluding financed UFMIP) with a loan-to-value (LTV) ratio of less than or equal to 90 percent; or
- The first 30 years of the mortgage term, or the end of the mortgage term, whichever occurs first, for any mortgage involving an original principal obligation (excluding financed (UFMIP) with an LTV greater than 90 percent.

If you were not charged an up-front premium, as for example on condominiums, you will pay the monthly premium for the life of the mortgage.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE

Borrower Date

Borrower Date

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.

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.

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.

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.

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 a 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.

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.

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.

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 designed to provide current HUD/FHA policy regarding refunds.

Signature & Date:

X _____
Signature & Date:

X _____

FHA-to-FHA Refinance: When a 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

In addition to an upfront mortgage insurance premium (UFMIP), you may also be charged a monthly mortgage insurance premium. You will pay the monthly premium for either:

- the first 11 years of the mortgage term, or the end of the mortgage term, whichever occurs first, if your mortgage had an original principal obligation (excluding financed UFMIP) with a loan-to-value (LTV) ratio of less than or equal to 90 percent; or
- the first 30 years of the mortgage term, or the end of the mortgage term, whichever occurs first, for any mortgage involving an original principal obligation (excluding financed UFMIP) with an LTV greater than 90 percent.)

Signature & Date:

X _____
Signature & Date:

X _____

REFERENCE LIST

Date: _____

Borrower: _____

Date of Birth: _____ SS# _____

Hm &/Cell Phone #'s: _____

Driver's License # _____ State _____

Email: _____

Co-Borrower: _____

Date of Birth: _____ SS# _____

Hm/Cell Phone #'s: _____

Driver's License # _____ State _____

Email: _____

For loan servicing purposes, please indicate the names and **street** addresses of your nearest relatives, and other personal references that we may contact if the need arises to properly service your account. **Please do not list two references in the same household. All references should have different addresses and phone numbers. If mail is NOT received at a street address, ALSO include the PO Box.**

Two Nearest Relatives:

(1) _____ (_____) _____
Name Relationship Area Code Phone #

Address: _____
Street **and** PO Box, if applicable City State Zip

(2) _____ (_____) _____
Name Relationship Area Code Phone #

Address: _____
Street **and** PO Box, if applicable City State Zip

Two Personal References:

(1) _____ (_____) _____
Name Relationship Area Code Phone #

Address: _____
Street **and** PO Box, if applicable City State Zip

(2) _____ (_____) _____
Name Relationship Area Code Phone #

Address: _____
Street **and** PO Box, if applicable City State Zip

Thank You,
Western Commerce Bank
Loan Servicing

CAUTION

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 10/31/2012)

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.



HUD-92564-CN (6/06)



CAUTION

Request for Transcript of Tax Return

- ▶ **Do not sign this form unless all applicable lines have been completed.**
- ▶ **Request may be rejected if the form is incomplete or illegible.**
- ▶ **For more information about Form 4506-T, visit www.irs.gov/form4506t.**

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 and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946. 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.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 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.	

Western Commerce Bank, PO Box 1358, Carlsbad NM 88221 - (575)887-6686 MAILBOX USER ID#

Caution: If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

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

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. 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 1120-A, Form 1120-H, Form 1120-L, 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 10 business days

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business 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 2011, filed in 2012, will likely not be available from the IRS until 2013. 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 10 business 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.

| / / | / / | / / | / / |

Caution: Do not sign this form unless all applicable lines have been completed.

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, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, 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 the signature date.

<input type="checkbox"/> Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.	Phone number of taxpayer on line 1a or 2a
Sign Here ▶ _____ Signature (see instructions)	_____ Date
▶ _____ Title (if line 1a above is a corporation, partnership, estate, or trust)	
▶ _____ Spouse's signature	_____ Date

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note: If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

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 addresses, send your request to the address based on the address of your most recent return.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:

	Mail or fax to:
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	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301
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	512-460-2272
Alabama, 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	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	559-456-7227
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	816-292-6102

Chart for all other transcripts

If you lived in or your business was in:

	Mail or fax to:
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, 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	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409
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	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	Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250
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	859-669-3592

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 addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

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. Ensure that all applicable lines are completed before signing.

CAUTION You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

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. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

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 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.

Note: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

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.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

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 must 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:

Internal Revenue Service
Tax Forms and Publications Division
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