

EXCEL FUNDING

REQUIRED INFORMATION FOR A
PURCHASE, REFINANCE OR 2ND TRUST DEED
PLEASE PROVIDE ONLY THE ITEMS THAT APPLY TO YOU

- * CLEAR COPY OF LAST TWO YEARS W-2'S
- * COPY OF LAST TWO YEARS 1040'S WITH ALL SCHEDULES IF SELF EMPLOYED
- * COPY OF ONE FULL MONTH PAYCHECK STUBS (WITHIN 30 DAYS)
- * COPY OF TWO MONTHS RECENT BANK STATEMENTS (ON ALL ACCOUNTS INCLUDING ALL PAGES). CHECKING AND SAVINGS.
- * COPY OF RETIREMENT, PENSION AND INVESTMENT ACCOUNT STATEMENTS AS 401(K), 403(B), AND ALL MANAGED MUTUAL FUNDS AND STOCK ACCOUNTS, MONTHLY OR QUARTERLY.
- * COPY OF DRIVERS LICENSE AND SOCIAL SECURITY CARD, VA APPLICANTS A COPY OF YOUR DD214.
- * COPY OF CURRENT BUSINESS LICENSE AND BUSINESS CARD (SELF EMPLOYED).
- * IF YOU ARE GETTING 2ND TRUST DEED, PLEASE PROVIDE A COPY OF THE NOTE AND DEED OF TRUST ON EXISTING 1ST TRUST DEED.
- * IF YOU OWN MORE THAN ONE PROPERTY PLEASE PROVIDE A REAL ESTATE SCHEDULE OF ALL PROPERTIES, FOR OWNER AND NON-OWNER.
- * PLEASE PROVIDE CASH OR CHECK IN THE AMOUNT OF \$55.00 TO "CREDIT SERVICES" FOR THE CREDIT REPORT.
- * IF DIVORCED WITHIN THE LAST 7 YEARS-PLEASE PROVIDE DIVORCE PAPERS CONTAINING ALL PAGES.
- * **FOR A PURCHASE, REFINANCE OR 2ND A MINIMUM CHARGE OF \$350.00 AND UP WILL BE NEEDED FOR THE APPRAISAL. (CHECK PAYABLE TO THE APPRAISAL COMPANY).**

PRESENTATION OF THESE DOCUMENTS AT THE TIME OF LOAN APPLICATION WILL EXPEDITE THE PROCESSING OF YOUR LOAN AND APPROVAL

IF YOU NEED ANY ASSISTANCE PLEASE CALL
FRANCES BALDWIN
OR MY ASSISTANTS
VIVIAN GOLDBERG, CHARITY BIRD, or
TIFFANY GUTIERREZ
Office: 310-784-2828 PG (310) 352-2760

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):	Agency Case Number																																				
<input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service	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)																																					
Legal Description of Subject Property (attach description if necessary)																																					
Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):																																					
Property will be: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="6" style="text-align: center;"><i>Complete this line if construction or construction-permanent loan.</i></td> </tr> <tr> <td>Year Lot Acquired</td> <td>Original Cost</td> <td>Amount Existing Liens</td> <td>(a) Present Value of Lot</td> <td>(b) Cost of Improvements</td> <td>Total (a+b)</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr> <td colspan="6" style="text-align: center;"><i>Complete this line if this is a refinance loan.</i></td> </tr> <tr> <td>Year Acquired</td> <td>Original Cost</td> <td>Amount Existing Liens</td> <td>Purpose of Refinance</td> <td>Describe Improvements</td> <td><input type="checkbox"/> made <input type="checkbox"/> to be made</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Cost: \$</td> <td></td> </tr> </table>		<i>Complete this line if construction or construction-permanent loan.</i>						Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)		\$	\$	\$	\$	\$	<i>Complete this line if this is a refinance loan.</i>						Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made		\$	\$		Cost: \$	
<i>Complete this line if construction or construction-permanent loan.</i>																																					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)																																
	\$	\$	\$	\$	\$																																
<i>Complete this line if this is a refinance loan.</i>																																					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made																																
	\$	\$		Cost: \$																																	
Title will be held in what Name(s)																																					
Manner in which Title will be held																																					
Estate will be held in: <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)																																					
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)																																					

Borrower	Co-Borrower						
III. BORROWER INFORMATION							
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)	Dependents (not listed by Co-Borrower) no. ages			<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	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			
<i>If residing at present address for less than two years, complete the following:</i>							
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.			
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.			

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer <input type="checkbox"/> Self Employed	Yrs. on this job	Yrs. employed in this line of work/profession	Name & Address of Employer <input type="checkbox"/> Self Employed	Yrs. on this job	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)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	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)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	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)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	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)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	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)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$	\$	\$	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
	\$

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS				
a. Purchase price	\$	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation. 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? <small>(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.)</small> f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? <small>If "Yes," give details as described in the preceding question.</small> 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? <small>If "Yes," complete question m below.</small> 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)?	Borrower		Co-Borrower	
b. Alterations, improvements, repairs			Yes	No	Yes	No
c. Land (if acquired separately)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Refinance (incl. debts to be paid off)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Estimated prepaid items			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Estimated closing costs			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. PMI, MIP, Funding Fee			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Discount (if Borrower will pay)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Total costs (add items a through h)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Subordinate financing			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Borrower's closing costs paid by Seller			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Other Credits (explain)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. PMI, MIP, Funding Fee financed			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Loan amount (add m & n)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
p. Cash from/to Borrower (subtract j, k, l & o from i)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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 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
----------------------------------	------	-------------------------------------	------

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 Interviewer This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type) Interviewer's Signature _____ Date _____ Interviewer's Phone Number (incl. area code) _____	Name and Address of Interviewer's Employer EXCEL FUNDING 2941 ROLLING HILLS ROAD Torrance, CA 90505 (P) 310-784-2828 (F) 310-626-6383
--	--	---

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:

Agency Case Number:

Co-Borrower:

Lender Case Number:

VI. ASSETS AND LIABILITIES

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		

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:

Date

Co-Borrower's Signature:

Date

X

X

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:	Agency Case Number:
Co-Borrower:	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	Date	Co-Borrower's Signature	Date
X		X	

EXCEL FUNDING

CREDIT AUTHORIZATION AND RELEASE OF INFORMATION

I/we have applied for a mortgage loan from **EXCEL FUNDING**.

As part of the application process, **EXCEL FUNDING** may verify information contained in my/our application and in other documents required in connection with the loan.

You are hereby authorized to provide **EXCEL FUNDING** any and all information and documentation that they request. Such information includes but is not limited to employment history, bank and similar accounts, credit history, and copies of tax returns.

A copy of this authorization may be accepted as original.

I/we have read the above notifications and acknowledge receipt of a copy, thereof, I further acknowledge the authorizations listed above.

Borrower

Date

Social Security Number

Driver's License Number (attach copy of License card)

Co-Borrower

Date

Social Security Number

Driver's License Number (attach copy of License card)

Address: _____

2941 Rolling Hills Road, Torrance, California 90505
Tel: (310) 784-2828

NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, (F315), (lender) must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit-scoring technologies change.

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

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

By signing below, applicants acknowledge receipt of the above Credit Score Disclosure.

This _____ day of _____, 20__

(F35) (F36) (Applicant)

Fico Scores

(F35) (F36) (Applicant)

Fico Scores

MORTGAGE BROKER FEE DISCLOSURE

You have applied to us – a mortgage broker – for a residential mortgage loan. We will submit your application for a residential mortgage loan to a participating lender with which we, from time to time, contract upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from us concerning your application.

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

- We may be acting as an independent contractor and not your agent. If you are unsure of the nature of your relationship, please ask us for clarification.
- We have separate independent contractor agreements with various lenders.
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

SECTION 2. THE BROKER'S COMPENSATION. The lenders whose loan products are distributed by us generally provide their loan products to us at a wholesale rate.

- The retail price we offer you – your interest rate, total points and fees – will include our compensation.
- In some cases, we may be paid all of our compensation by either you or the lender.
- Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- Also, in some cases, if you would rather pay less up-front, you may wish to have some or all of our fees paid directly by the lender, which will result in a higher interest rate and higher monthly payments than you would otherwise be required to pay.
- We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

You may work with us to select the method, in which we receive our compensation depending on your financial needs. Subject to the lender's loan program requirements and credit underwriting guidelines.

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate.

The final amounts will be disclosed on your HUD-1 or HUD-1A Settlement Statement.

By signing below, applicant(s) acknowledge that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this statement.

Date

APPLICANT(S)

BROKER/LOAN OFFICER

Printed Name

Printed Name

Signature

Signature

Printed Name

Signature



Disclosures

Equal Credit Opportunity Act

The federal equal credit opportunity act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (Provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicants income is derived from any public assistance program; or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency that administers compliance with this law concerning this creditor in the federal commission, division of credit practices, Washington, D.C., 20650

Initials

Initials

The Housing Financial Discrimination Act of 1977 – Fair Lending Notice

It is illegal to discriminate in the provision or in the availability of financial assistance because of the consideration of trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice, or race, color, religion, sex, marital status, national origin, or ancestry.

It is illegal to consider the racial, ethnic, religious, or national origin composition or a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing a change, or is expected to undergo change in appraising a housing accommodation or in determining whether or not under what terms and conditions to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one to four family residences occupied by the owner and for the purpose of the home improvement of any one to four unit family residences

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

Department of Real Estate
107 S. Broadway Room 8107
Los Angeles, CA. 90012

Department of Real Estate
185 Berry St. Room 5816
San Francisco, CA. 94107

Initials

Initials

Fair Credit Reporting Act

I/We understand that as part of assembling my/our loan application, Excel Funding will request a consumer report bearing my/our credit standing and credit capacity. This notice is given pursuant to the Fair Credit Reporting Act of 1978, Section 801, inclusive. I/We are entitled to such information with written demand therefore made to the credit reporting agency pursuant to section 808(B) of the Fair Credit Reporting Act.

Initials

Initials

Occupancy Certification

I/We ()Do, () Do Not, intend to occupy this property located at _____ as my/our principal residence. I/We fully understand that it is a federal crime punishable by fine or imprisonment or both to make any statements known to be false concerning the above response as applicable under the provisions of Title 18, U.S. Code 1010. Please be advised that if my loan is approved and this statement applies, I intend to occupy the above property as my/our primary residence within thirty days of the close of escrow.

Initials

Initials

Financial Privacy Notice and Quality Control Authorization

I/We acknowledge notification as required by the right to Financial Privacy Act of 1978 that the veterans administration (VA Loan) or department of housing and urban development (FHA loan) has a right to access to financial records held by financial institutions in connection with the consideration or administration of assistance to me/us. Financial records involving your transaction will be available to (VA or FHA) without your consent except as required or permitted by law.

Initials

Initials

Commitment to Rates, Fees, and Terms of the Mortgage Loan

Borrower(s) acknowledge(s) that this application in no way commits the lender to make a mortgage loan to borrower(s) unless the lender specifically commits in writing. This mortgage loan is subject to several conditions, which include but are not limited to verification of the borrower(s) ability to qualify for the mortgage loan. The quality and value of the property and the general credit worthiness of the borrower(s) which are all to be determined in the lenders sole opinion.

It is hereby further acknowledged that any oral representation made by the lender or its employees to the borrower(s) with respect to the interest rate, loan fees, or terms of the mortgage loan is not a firm commitment. A firm commitment must be given to the borrower(s) in writing. Any document which states the interest rate, loan fees, or term of the mortgage loan are estimates and does not constitute a firm commitment.

Initials

Initials

Credit Report and Appraisal Fees

The borrower(s) hereby authorize(s) an investigation by a credit bureau designated by the lender and further authorize an appraisal to be performed on the subject property by an appraiser designated by the lender. The borrower(s) hereby agrees to pay upon demand all charges incurred for such credit reports and appraisal by the lender and hereby authorizes such funds if deposited in escrow to be released to the lender upon demand. The borrower(s) hereby acknowledge(s) that the appraisal and the credit report are the property of the lender and shall remain the property of the lender whether or not the lender commits to make a mortgage loan.

Initials

Initials

Credit Authorization and Release of Information

I/We have applied for a mortgage loan from Excel Funding as part of the application process. Excel Funding may verify information contained in my/our application and in other documents required in connection with the loan. You are hereby authorized to provide funding any and all information and documentation that they request. Such information includes but is not limited to employment history, bank and similar accounts, credit history, and copies of tax returns. A copy of this authorization may be accepted as the original

Initials

Initials

Borrower Signature

Date

Co-Borrower Signature

Date

Borrower Name – Please Print

Co-Borrower Name – Please Print

Borrower Social Security Number

Co-Borrower Social Security Number