

Golden Empire Mortgage

FAIR LENDING NOTICE

IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION OF OR THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF THE 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 OF A NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMINING WHETHER OR NOT, OR UNDER WHAT TERMS AND CONDITIONS, TO PROVIDE FINANCIAL ASSISTANCE. THESE PROVISIONS GOVERN FINANCIAL ASSISTANCE FOR THE PURPOSE OF THE PURCHASE, CONSTRUCTION, REHABILITATION OR REFINANCING OF ONE TO FOUR UNIT FAMILY RESIDENCES OCCUPIED BY THE OWNER AND FOR THE PURPOSE OF THE HOME IMPROVEMENT OF ANY ONE TO FOUR UNIT FAMILY RESIDENCE.

RIGHT TO FINANCIAL PRIVACY ACT

THIS IS NOTICE TO YOU AS REQUIRED BY THE RIGHT TO FINANCIAL PRIVACY ACT OF 1978 THAT THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HAS A RIGHT OF ACCESS TO FINANCIAL RECORDS HELD BY A FINANCIAL INSTITUTION IN CONNECTION WITH THE CONSIDERATION OR ADMINISTRATION OF ASSISTANCE TO YOU. FINANCIAL RECORDS INVOLVING YOUR TRANSACTION WILL BE AVAILABLE TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WITHOUT FURTHER NOTICE OR AUTHORIZATION, BUT WILL NOT BE DISCLOSED OR RELEASED TO NEITHER GOVERNMENT AGENCY OR DEPARTMENT WITHOUT YOUR CONSENT EXCEPT AS REQUIRED OR PERMITTED BY LAW.

EQUAL CREDIT OPPORTUNITY ACT

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATURAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED) THAT THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS FEDERAL TRADE COMMISSION, DIVISION OF CREDIT PRACTICES, WASHINGTON, DC. 20580.

SUPPLEMENTAL TAX BILL

THE TAX COLLECTOR IN THE COUNTY WHERE YOUR PROPERTY IS LOCATED WILL FORWARD SUPPLEMENTAL TAX BILL DIRECTLY TO THE HOMEOWNER. THEY WILL NOT FURNISH YOUR LENDER WITH THE BILL FOR THIS ADDITIONAL REAL PROPERTY TAX. IF YOUR LENDER IS IMPOUNDING FUNDS FOR THE LENDER FOR PAYMENT IMMEDIATELY UPON RECEIPT OF SAME FROM THE COUNTY TAX COLLECTOR. IF YOUR LENDER DOES NOT RECEIVE THE TAX BILL IN SUFFICIENT TIME TO PAY THE TAXES BEFORE THE DELINQUENT DATE, ANY PENALTY FOR LATE PAYMENT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

IMPOUND AGREEMENT

WE HEREBY AGREE TO INCLUDE IN OUR PROPOSED MONTHLY PAYMENT, A SUM SUFFICIENT TO MEET FUTURE INSTALLMENTS OF REAL ESTATE TAXES, MORTGAGE AND HAZARD INSURANCE PREMIUMS AS INDICATED ON THIS APPLICATION. WE UNDERSTAND THAT THESE SUMS MAY CHANGE OCCASIONALLY, AS THE ITEMS THEY INTENDED FOR WILL VARY. MONIES ACCRUING UNDER THIS ARRANGEMENT WILL EARN INTEREST IN OUR FAVOR AT 2.00(TWO) PERCENT SIMPLE INTEREST BASED ON AN AVERAGE QUARTERLY BALANCE.

NOTICE TO APPLICANT OF RIGHT TO RECEIVE COPY OF APPRAISAL REPORT

YOU HAVE THE RIGHT TO RECEIVE A COPY OF THE APPRAISAL REPORT TO BE OBTAINED IN CONNECTION WITH THE LOAN FOR WHICH YOU ARE APPLYING, PROVIDED THAT YOU HAVE PAID FOR THE APPRAISAL. IF YOU WANT A COPY OF THE APPRAISAL REPORT, PLEASE REQUEST IN WRITING TO GOLDEN EMPIRE MORTGAGE.

I/WE HAVE READ AND UNDERSTAND THE ABOVE DISCLOSURES AS EVIDENCED BY MY/OUR SIGNATURES BELOW:

Borrower Signature

Co-Borrower Signature

OCCUPANCY CERTIFICATION

THIS IS TO CERTIFY THAT I/WE INTEND TO OCCUPY THE SUBJECT PROPERTY AS MY/OUR SOLE RESIDENCE WITH OCCUPANCY TO BEGIN WITHIN 30 DAYS AFTER CLOSE OF ESCROW. I/WE REALIZE THAT FAILURE TO OCCUPY THE PROPERTY AS MY/OUR RESIDENCE IS IN VIOLATION OF MY LOAN APPLICATION. I/WE UNDERSTAND THAT IF MY/OUR LOAN IS APPROVED, THE LOAN DOCUMENTS THAT I SIGN CONTAIN PROVISIONS GIVING GOLDEN EMPIRE MORTGAGE, INC. THE RIGHT TO DEMAND THE OUTSTANDING LOAN BALANCE DUE AND PAYABLE AT ONCE IF I/WE FAIL TO OCCUPY THE PROPERTY AS MY PRINCIPAL RESIDENCE WITHIN 30 DAYS OF THE CLOSE OF ESCROW.

VETERAN'S FUNDING FEE

AT THE CLOSE OF A VETERAN'S ADMINISTRATION APPROVED LOAN, THE VETERAN MUST PAY A VA FUNDING FEE FOR LOANS CLOSED ON OR AFTER OCTOBER 1, 1993 THE FOLLOWING FUNDING FEE PROVISIONS APPLY FOR NEW LOANS:

- A. BASIC FUNDING FEE IS 2.00 PERCENT, 2.75% FOR NATIONAL GUARD RESERVISTS.
- B. FUNDING FEE IS 3.0% FOR SECOND OR SUBSEQUENT USE.
- C. FUNDING FEE FOR PURCHASE LOANS WITH A DOWN PAYMENT OF AT LEAST 5 PERCENT BUT LESS THAN 10 PERCENT OF THE PURCHASE PRICE IS 1.5 PERCENT; 2.25% FOR NATIONAL GUARD RESERVISTS.
- D. FUNDING FEE FOR PURCHASE LOANS WITH A DOWN PAYMENT OF 10 PERCENT OR MORE OF THE PURCHASE PRICE IS 1.25% PERCENT; 2.00% FOR NATIONAL GUARD RESERVISTS.
- E. FUNDING FEE IS .50% FOR RATE REDUCTION REFI'S.

THE VETERANS ADMINISTRATION ALLOWS THE VETERAN TWO OPTIONS IN WHICH THEY CAN PAY THIS FUNDING FEE. THE VETERAN MAY FINANCE 100 PERCENT OF THE FUNDING FEE, BY ADDING THE AMOUNT TO THE APPROVED LOAN AMOUNT OR THE VETERAN MAY PAY 100 PERCENT OF THE FUNDING FEE IN CASH AT THE TIME OF CLOSING THE LOAN.

I/WE HEREBY CHOSE TO TAKE ONE OF THE FOLLOWING ALTERNATIVES TO PAY THE VETERAN'S ADMINISTRATIONS FEE.

- _____ PAY 100 PERCENT OF THE FEE IN CASH AT THE TIME OF CLOSING THE LOAN.
- _____ FINANCE 100 PERCENT OF THE AMOUNT (TO BE ADDED TO THE APPROVED LOAN AMOUNT).
- _____ EXEMPT FROM VA FUNDING FEE DUE TO DISABILITY.

NOTICE TO VETERANS REGARDING ASSUMABILITY

I UNDERSTAND AND AGREE THAT MY VA LOAN WILL BE SUBJECT TO RESTRICTIONS ON ASSUMABILITY. I FURTHER UNDERSTAND THAT MY LOAN MAY BE ACCELERATED IF THE PROPERTY SECURING IT IS SOLD WITHOUT THE LOAN BEING PAID IN FULL, UNLESS (A) THE LOAN IS CURRENT AND (B) THE PROSPECTIVE PURCHASER WILL ASSUME FULL LIABILITY FOR REPAYMENT OF THE LOAN, INCLUDING THE INDEMNITY LIABILITY TO THE VA, AND QUALIFIES FROM A CREDIT STANDPOINT.

FLOOD INSURANCE REQUIREMENTS

THE NATIONAL FLOOD INSURANCE REFORM ACT OF 1994 (TITLE V OF THE RIEGLE COMMUNITY DEVELOPMENT AND REGULATORY IMPROVEMENT ACT OF 1994) REQUIRES FLOOD INSURANCE IF AT ANY TIME DURING THE TERM OF THE LOAN THE LENDER OR SERVICER DETERMINES THAT THE PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA (SFHA). IF GOLDEN EMPIRE MORTGAGE DETERMINES THE PROPERTY IS IN A SHFA YOU WILL BE NOTIFIED AND HAVE 45 DAYS TO PROVIDE EVIDENCE OF ACCEPTABLE FLOOD INSURANCE TO THE SERVICER. IF NO RESPONSE IS RECEIVED AFTER 45 DAYS FROM THE ORIGINAL NOTIFICATION, THE SERVICER CAN FORCE-PLACE FLOOD COVERAGE. IN ADDITION, THE LAW PERMITS THE BORROWER TO PAY THE ACTUAL COST OF THE FLOOD DETERMINATION FEE. YOU MAY BE CHARGED THIS FEE AT THE CLOSE OF YOUR LOAN.

VETERAN'S NEAREST LIVING RELATIVE

NAME: _____

ADDRESS: _____

RELATIONSHIP: _____ PHONE: _____

I/WE HAVE READ AND UNDERSTAND THE ABOVE DISCLOSURES, AS EVIDENCE BY MY/OUR SIGNATURES BELOW:
