



Equal Credit Opportunity Act

The Federal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, (provided the applicant has the capacity to enter into a binding contract); Because all or part of the applicants income derives from public assistance programs: 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 creditors is the Federal Trade Commission, Division of Credit Practices, Washington, D.C. 20500.

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Fair Credit Reporting Act

I/we understand and as part of assembling my/our loan application, *Premiere Financial* will request a Consumer Report bearing my/our credit worthiness, credit standing and credit capacity. This notice is given to me/us pursuant to the Fair Credit Reporting Act of 1970, Section 601, inclusive. I/ we am entitled to such information with 60 days of written demand therefore made to the Credit Reporting Agency pursuant to Section 606(D) of the Fair Credit Reporting Act.

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Occupancy Certification

I/we _____ do intend _____ do not intend to occupy this property located at (address) _____ as my/our principal residence. I/we fully understand and that it is a Federal crime punishable by fine or imprisonment or both to make any statement known to be false concerning the above response as applicable under the provision of Title 18, U.S. Code 1014. Please be advised that if my loan is approved and this statement applies, I/we intend to occupy the above property as my primary residence within thirty days of the close of escrow.

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Financial Privacy

I/we acknowledge that this notice to me/us as required by the Right To Financial Privacy Act of 1978. That the Veterans Administration (in the case of a VA loan) or Department of Housing and Urban Development (in the case of a FHA loan) has the right of 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 further notice or authorization but will not be disclosed or revealed to another Government Agency or permitted by law.

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Commitment to Rates, Fees and Terms of the Mortgage Loan

Borrower agrees and acknowledges this application in no way commits the lender to make a mortgage loan to the borrower 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 borrowers ability to qualify for the mortgage loan. The quality and value are all to be determined in the lenders sole opinion.

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

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Quality Control Authorization

Premiere Financial is looking forward to serving your needs regarding your loan request. To comply with all Government, Conventional and Investor Regulations, we maintain a quality control system whereby, on a random basis, loans are selected for review after the mortgage is made. This system also enables us to give you the most ethical, timely and courteous service possible in the event your loan should be selected for review. Your signature below authorizes us (*Premiere Financial*) to reverify the necessary documentation. Thank you for your help and cooperation in this manner.

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Consumer Handbook on Adjustable Rates

I/we hereby acknowledge receipt from *Premiere Financial* of a copy of the book titled *Consumer Handbook on Adjustable Rate Mortgage and Home Buyers Guide to Settlement Cost in Connection with Arm Programs and a Home Buyers Guide to Settlement Cost on Fixed Rate Programs*. This information is furnished by the Federal Reserve Board and the Federal Home Loan Bank Board, which is provided in addition to other required adjustable rate mortgage disclosures.

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Refinance Deficiency Judgement Disclosure

The borrower should know: In accordance with the provisions of California Code of Civil Procedure 580B, a deficiency judgement cannot be obtained against you on a purchase money mortgage. Generally, a purchase money mortgage is the original mortgage obtained on a property (*such as a single family residence, where a loan is secured by a trust deed on the property*) if you should happen to default in a payment to your lender, the lender may foreclose on your property.

However, the lender cannot file suit against you for the balance due on the loan or the deficiency, if any, after the property is resold.

However, generally a refinancing of your property is not considered a purchase money mortgage and therefore does not receive the protection of 580B. In other words, if you default on any payments to the refinancing lender, that lender may sue you for the balance due on the loan or any deficiency from its reselling of the property. I/we understand that this is not intended as legal advice and *Premiere Financial* strongly suggests you contact an attorney if you have any further questions.

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Credit Report and Appraisal Fee

The borrower hereby authorizes an investigation by a Credit Bureau designated by the lender. The borrower hereby authorizes an appraisal to be performed on the property by an appraiser designated by the lender. The borrower hereby agrees to pay on demand all charges incurred for such credit reports and appraisal fees by the lender. The borrower hereby acknowledges that the appraisal and 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. Upon written request a copy of your appraisal will be provided.

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I/we have read the above notifications and acknowledges receipt of a copy.

Applicant Signature

Date

Co-Applicant Signature

Date