

**OAKTREE FUNDING CORPORATION  
FHA LOAN PACKAGE REQUIREMENTS**

1. Completed Good Faith
2. Completed 1003
3. Two Current Pay Stubs for each Borrower
4. Two Current Bank Statements from all accounts
5. Copy of Picture ID-Drivers License and Social Security Cards for each applicant.

**FORM REQUIREMENTS**

1. FHA Amendatory Clause/Real Estate Certificate
2. FHA Appraised Value Disclosure
3. Credit Authorization
4. Important Notice to Home Buyers
5. Adjustable Rate Mortgage Disclosure
6. Lead Base Paint Notice
7. Notice to Homeowner (Assumptions)
8. Energy Efficient Mortgage Disclosure
9. Statement of Occupancy
10. Compliance Certification (initial all lines and borrower(s) to sign bottom of form.)
11. Transfer of Servicing Disclosure
12. Quality Control Release

**PLEASE PROVIDE THE FOLLOWING INFORMATION IF APPLICABLE:**

1. A Complete Set of Bankruptcy Papers if Borrower(s) filed BK in the past 7 years.
2. A Complete Divorce Decree
3. Gift Letter, proof of the transfer of the gift and proof of the deposit
4. Copies of borrower(s) 401K, IRA or any other Retirement Accounts
5. Copies of Award Letters for Retirement of Social Security Benefits
6. Commissioned of Self-Employed borrower(s) to provide 2 years 1040s
7. Self-Employed borrowers to provide a signed Profit and Loss Statement
8. Rental Agreements



# Oaktree Funding Corporation

---

## LANDLORD INFORMATION

CURRENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

MONTHLY RENT: \$ \_\_\_\_\_

LANDLORD: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: (                    ) \_\_\_\_\_

### *COMPLETE IF LESS THAN 2 YEARS AT ADDRESS ABOVE*

PREVIOUS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

MONTHLY RENT: \$ \_\_\_\_\_

LANDLORD: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: (                    ) \_\_\_\_\_

# 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

<b>Mortgage Applied for:</b>	<input type="checkbox"/> VA	<input type="checkbox"/> Conventional	<input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
	<input type="checkbox"/> FHA	<input type="checkbox"/> USDA/Rural Housing Service			
Amount \$	Interest Rate %	No. of Months	<b>Amortization Type:</b>	<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 <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
<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
	\$	\$		Cost: \$	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold(show expiration date)

## 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	Social Security Number
Home Phone (incl. area code)	Home Phone (incl. area code)
DOB (mm/dd/yyyy)	DOB (mm/dd/yyyy)
Yrs. School	Yrs. School
<input type="checkbox"/> Married (includes registered domestic partners)	<input type="checkbox"/> Married (includes registered domestic partners)
<input type="checkbox"/> Unmarried (includes single, divorced, widowed)	<input type="checkbox"/> Unmarried (includes single, divorced, widowed)
<input type="checkbox"/> Separated	<input type="checkbox"/> Separated
Dependents (not listed by Co-Borrower)	Dependents (not listed by Borrower)
No. _____	No. _____
Ages _____	Ages _____
Present Address (street, city, state, ZIP/ country) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	Present Address (street, city, state, ZIP/ country) <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.
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		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)
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)
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)

**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
	\$



## 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: <b>X</b>	Date	Co-Borrower's Signature: <b>X</b>	Date
-----------------------------------	------	--------------------------------------	------

VII. DETAILS OF TRANSACTION	VIII. DECLARATIONS
-----------------------------	--------------------

<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>a. Purchase price</td><td style="text-align: right;">\$</td></tr> <tr><td>b. Alterations, improvements, repairs</td><td></td></tr> <tr><td>c. Land (if acquired separately)</td><td></td></tr> <tr><td>d. Refinance (incl. debts to be paid off)</td><td></td></tr> <tr><td>e. Estimated prepaid items</td><td></td></tr> <tr><td>f. Estimated closing costs</td><td></td></tr> <tr><td>g. PMI, MIP, Funding Fee</td><td></td></tr> <tr><td>h. Discount (if Borrower will pay)</td><td></td></tr> <tr><td>i. Total costs (add items a through h)</td><td></td></tr> <tr><td>j. Subordinate financing</td><td></td></tr> <tr><td>k. Borrower's closing costs paid by Seller</td><td></td></tr> <tr><td>l. Other Credits (explain)</td><td></td></tr> <tr><td>m. Loan amount (exclude PMI, MIP, Funding Fee financed)</td><td></td></tr> <tr><td>n. PMI, MIP, Funding Fee financed</td><td></td></tr> <tr><td>o. Loan amount (add m &amp; n)</td><td></td></tr> <tr><td>p. Cash from/to Borrower (subtract j, k, l &amp; o from i)</td><td></td></tr> </table>	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)		<p><b>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Borrower</th> <th colspan="2">Co-Borrower</th> </tr> <tr> <th>Yes</th> <th>No</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr><td>a. Are there any outstanding judgments against you?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>b. Have you been declared bankrupt within the past 7 years?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>d. Are you a party to a lawsuit?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>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></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>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></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>g. Are you obligated to pay alimony, child support, or separate maintenance?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>h. Is any part of the down payment borrowed?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>i. Are you a co-maker or endorser on a note? -----</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>j. Are you a U. S. citizen?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>k. Are you a permanent resident alien?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>l. <b>Do you intend to occupy the property as your primary residence?</b> <small>If "Yes," complete question m below.</small></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td>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)?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </tbody> </table>		Borrower		Co-Borrower		Yes	No	Yes	No	a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Are you a co-maker or endorser on a note? -----	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Are you a U. S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	l. <b>Do you intend to occupy the property as your primary residence?</b> <small>If "Yes," complete question m below.</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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)																																																																																																											
	Borrower		Co-Borrower																																																																																																								
	Yes	No	Yes	No																																																																																																							
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
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>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
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>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
i. Are you a co-maker or endorser on a note? -----	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
j. Are you a U. S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
l. <b>Do you intend to occupy the property as your primary residence?</b> <small>If "Yes," complete question m below.</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																							
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)?	<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 credit 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.

**Right to Receive Copy of Appraisal** I/We have the right to a copy of the appraisal report used in connection with this application for credit provided that I/we have paid for the appraisal report. To obtain a copy, I/we must send Creditor a written request at the mailing address Creditor has provided. Creditor must hear from us no later than \_\_\_ days after Creditor notifies me/us about the action taken on this application, or I/we withdraw this application.

If you would like a copy of the appraisal report, contact: **OAKTREE FUNDING CORP. 223 NORTH FIRST AVENUE UPLAND, CA 91786**

Borrower's Signature <b>X</b>	Date	Co-Borrower's Signature <b>X</b>	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.)

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information <b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <b>Race:</b> <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 <b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information <b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <b>Race:</b> <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 <b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male
--	---

<b>To be Completed by Interviewer</b> 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) <hr/> Interviewer's Signature <span style="float: right;">Date</span> <hr/> Interviewer's Phone Number (incl. area code)	Name and Address of Interviewer's Employer <b>OAKTREE FUNDING CORP.</b> <b>223 NORTH FIRST AVENUE</b> <b>UPLAND, CA 91786</b> <b>(P) 909-982-5945</b> <b>(F) 909-982-9614</b>
--	---	--

## 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
<b>X</b>		<b>X</b>	

# MORTGAGE LOAN DISCLOSURE STATEMENT/ GOOD FAITH ESTIMATE

Borrower's Name(s): \_\_\_\_\_

Real Property Collateral: The intended security for this proposed loan will be a Deed of Trust on (street address or legal description) \_\_\_\_\_

This joint Mortgage Loan Disclosure Statement/Good Faith Estimate is being provided by **OAKTREE FUNDING CORP.**, a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) if applicable and similar California law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

Unknown  \_\_\_\_\_ (Name of lender, if known)

## GOOD FAITH ESTIMATE OF CLOSING COSTS

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimate generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Settlement Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page three of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

HUD-1 Item	Paid to Others	Paid to Broker
<b>800 Items Payable in Connection with Loan</b>		
801 Lender's Loan Origination Fee	\$ _____	\$ _____
802 Lender's Loan Discount Fee	\$ _____	\$ _____
803 Appraisal Fee	\$ _____	\$ _____
804 Credit Report	\$ _____	\$ _____
805 Lender's Inspection Fee	\$ _____	\$ _____
808 Mtg Broker Commission/Fee	\$ _____	\$ _____
809 Tax Service Fee	\$ _____	\$ _____
810 Processing Fee	\$ _____	\$ _____
811 Underwriting Fee	\$ _____	\$ _____
812 Wire Transfer Fee	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>900 Items Required by Lender to be Paid in Advance</b>		
901 Interest for _____ days at \$ _____ per day	\$ _____	\$ _____
902 Mortgage Insurance Premiums	\$ _____	\$ _____
903 Hazard Insurance Premiums	\$ _____	\$ _____
904 County Property Taxes	\$ _____	\$ _____
905 VA Funding Fee	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>1000 Reserves Deposited with Lender</b>		
1001 Hazard Insurance: _____ months at \$ _____ /mo.	\$ _____	\$ _____
1002 Mortgage Insurance: _____ months at \$ _____ /mo.	\$ _____	\$ _____
1004 Co. Property Taxes: _____ months at \$ _____ /mo.	\$ _____	\$ _____
_____ months at \$ _____ /mo.	\$ _____	\$ _____
_____ months at \$ _____ /mo.	\$ _____	\$ _____
_____ months at \$ _____ /mo.	\$ _____	\$ _____
_____ months at \$ _____ /mo.	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>1100 Title Charges</b>		
1101 Settlement or Closing/Escrow Fee:	\$ _____	\$ _____
1105 Document Preparation Fee	\$ _____	\$ _____
1106 Notary Fee	\$ _____	\$ _____
1108 Title Insurance:	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>1200 Government Recording and Transfer Charges</b>		
1201 Recording Fees:	\$ _____	\$ _____
1202 City/County Tax/Stamps:	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>1300 Additional Settlement Charges</b>		
1302 Pest Inspection	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>Subtotal of Initial Fees, Commissions, Costs and Expenses</b>	\$ _____	\$ _____
<b>Total of Initial Fees, Commissions, Costs and Expenses</b>		\$ _____
<b>Compensation to Broker (Not Paid Out of Loan Proceeds):</b>		
Mortgage Broker Commission/Fee:		\$ _____
Any Additional Compensation from Lender (Approximate Yield Spread Premium or Other Rebate) <input type="checkbox"/> No <input type="checkbox"/> Yes		\$ _____

**ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES**

I. Proposed Loan Amount: \$ \_\_\_\_\_

Initial Commissions, Fees, Costs and Expenses Summarized on Page 1: \$ \_\_\_\_\_

Payment of Other Obligations (List):

Credit Life and/or Disability Insurance (see V below) \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal of All Deductions:** \$ \_\_\_\_\_

**Estimated Cash at Closing**     **To You**     **That you must pay**    \$ \_\_\_\_\_

II. General Information About Loan

1. Proposed Loan Term: \_\_\_\_\_  Years     Months

<input type="checkbox"/> <b>FIXED RATE LOAN</b>  Fixed rate loan _____% payable at \$_____ month	<input type="checkbox"/> <b>ADJUSTABLE RATE LOAN (EXAMPLE 6-MONTH ARM; 1-YEAR ARM)</b> Proposed interest rate _____% Fully indexed rate _____% Proposed monthly payment \$_____ Maximum interest rate _____% Interest rate can increase _____% each ____ months Maximum loan payment can be \$_____ after ____ months
<input type="checkbox"/> <b>INITIAL FIXED RATE LOAN (EXAMPLE 2/28; 3/1; 5/1)</b> Proposed initial fixed interest rate _____% Initial fixed interest rate in effect for ____ months Proposed initial monthly payment \$_____ Adjustable interest rate of _____% will begin after fixed rate period ends Monthly payment can increase to \$_____ after fixed rate period ends Fully indexed rate _____% Maximum interest rate _____% Interest rate can increase _____% each ____ months Maximum loan payment can be \$_____ after ____ months	<input type="checkbox"/> <b>INITIAL ADJUSTABLE RATE LOAN (EXAMPLE LOW ENTRY RATE ARM)</b> Proposed initial adjustable interest rate _____% Initial interest rate in effect for ____ months Proposed monthly payment \$_____ Fully indexed rate _____% Maximum interest rate _____% Interest rate can increase _____% each ____ months Monthly payment can increase to \$_____ after initial adjustable rate period ends Maximum loan payment can be \$_____ after ____ months

2. This loan is based on limited or no documentation of your income and/or assets and may have a higher interest rate, or more points or fees than other products requiring documentation:  No     Yes.

3. The loan is subject to a balloon payment:  No     Yes. If Yes, the following paragraph applies and a final balloon payment of \$ \_\_\_\_\_ will be due on \_\_\_\_\_ [estimated date (month/day/year)].

**NOTICE TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY TO MAKE THE BALLOON PAYMENT. IN THAT CASE, YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES, AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF YOU ARE UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, YOU MAY LOSE THE PROPERTY AND ALL OF YOUR EQUITY THROUGH FORECLOSURE. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THIS LOAN.**

III. Prepayments: The proposed loan has the following prepayment provisions:

No prepayment penalty (you will not be charged a penalty to pay off or refinance the loan before maturity)

You will have to pay a prepayment penalty if the loan is paid off or refinanced in the first \_\_\_\_\_ years. The prepayment penalty could be as much as \$\_\_\_\_\_. Any prepayment of principal in excess of 20% of the

original loan balance or

unpaid balance

for the first \_\_\_\_\_ years will include a penalty not to exceed \_\_\_\_\_ months interest at the note interest rate but not more than the interest you would be charged if the loan were paid to maturity.

Other - you will have to pay a prepayment penalty if the loan is paid off or refinanced in the first \_\_\_\_ years as follows:

\_\_\_\_\_

\_\_\_\_\_

IV. Taxes and Insurance:

There will be an impound (escrow) account which will collect approximately \$\_\_\_\_\_ a month in addition to your principal and interest payments for the payment of  county property taxes\*  hazard insurance  mortgage insurance  flood insurance  other \_\_\_\_\_.

If there is no impound (escrow) account or if your escrow (impound) account does not include one or more of the payments described above, you will have to plan for the payment of  county property taxes\*  hazard insurance  mortgage insurance  flood insurance  other \_\_\_\_\_ of approximately \$\_\_\_\_\_ per year.

\* In a purchase transaction, county property taxes are calculated based on the sales price of the property and may require the payment of an additional (supplemental) tax bill from the county tax authority by your lender (if escrowed) or you (if not escrowed).

V. Credit Life and/or Disability Insurance: The purchase of credit life and/or disability insurance by a borrower is NOT required as a condition of making this proposed loan.

VI. Other Liens: Are there liens currently on this property for which the borrower is obligated?  No     Yes

If Yes, describe below:

Lienholder's Name	Amount Owing	Priority



# Borrowers' Certification and Authorization

## CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a mortgage loan from **OAKTREE FUNDING CORPORATION** \_\_\_\_\_. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that **OAKTREE FUNDING CORPORATION** \_\_\_\_\_ reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

## AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from **OAKTREE FUNDING CORPORATION** \_\_\_\_\_. As part of the application process, **OAKTREE FUNDING CORPORATION** \_\_\_\_\_ and the mortgage guaranty insurer (if any), 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.
2. I/We authorize you to provide to **OAKTREE FUNDING CORPORATION** \_\_\_\_\_ and to any investor to whom **OAKTREE FUNDING CORPORATION** \_\_\_\_\_ may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. **OAKTREE FUNDING CORPORATION** \_\_\_\_\_ or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower Signature \_\_\_\_\_

Co-Borrower Signature \_\_\_\_\_

SSN: \_\_\_\_\_ Date: \_\_\_\_\_

SSN: \_\_\_\_\_ Date: \_\_\_\_\_



# DISCLOSURE NOTICES

Date:

<b>Applicant(s):</b>	<b>Property Address:</b>
----------------------	--------------------------

## AFFIDAVIT OF OCCUPANCY

Applicant(s) hereby certify and acknowledge that, upon taking title to the real property described above, their occupancy status will be as follows:

- Primary Residence - Occupied by Applicant(s) within 30 days of closing.
- Secondary Residence - To be occupied by Applicant(s) at least 15 days yearly, as second home (vacation, etc.), while maintaining principal residence elsewhere. [Please check this box if you plan to establish it as your primary residence at a future date (e.g., retirement)].
- Investment Property - Not owner occupied. Purchased as an investment to be held or rented.

The Applicant(s) acknowledge it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 18, United States Code, Section 1014.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

## ANTI-COERCION STATEMENT

The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subjected to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirement of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative hereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.

I have selected the following agencies to write the insurance covering the property described above:

\_\_\_\_\_  
Insurance Company Name

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

## FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

## FHA LOANS ONLY

IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE, YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THAT MONTH.

## GOVERNMENT LOANS ONLY

RIGHT TO FINANCIAL PRIVACY ACT OF 1978 - This is a notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or Department of Veterans Affairs has a 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 Department of Housing and Urban Development or Department of Veterans Affairs 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.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
CO-APPLICANT SIGNATURE

## EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO:

PROPERTY ADDRESS:

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 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 company is the Comptroller of the Currency Customer Assistance Group, 1301 McKinney Street, Suite 3450 Houston, Texas 77010-9050

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

## THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 FAIR LENDING NOTICE

DATE:

COMPANY: **OAKTREE FUNDING CORPORATION**  
**312 N. MOUNTAIN AVE**  
**UPLAND, CA 91786**

APPLICATION NO:

PROPERTY ADDRESS:

It is illegal to discriminate in the provisions of or in the availability of financial assistance because of the consideration of:

1. 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
2. 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 a one-to-four unit family residence occupied by the owner and for the purpose of the home improvement of any one-to-four unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or the agency noted below :

**Department of Real Estate**  
**107 South Broadway, Room# 8107**  
**Los Angeles, CA 90012**

**Department of Real Estate**  
**1 Hallidle Plaza, Ste# 220**  
**San Francisco, CA 94102**

I/we received a copy of this notice.

\_\_\_\_\_ Date

\_\_\_\_\_ Date

# PRIVACY POLICY DISCLOSURE

(Protection of the Privacy of Personal Non-Public Information)

Respecting and protecting customer privacy is vital to our business. By explaining our Privacy Policy to you, we trust that you will better understand how we keep our customer information private and secure while using it to serve you better. Keeping customer information secure is a top priority, and we are disclosing our policies to help you understand how we handle the personal information about you that we collect and disclose. This notice explains how you can limit our disclosing of personal information about you. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

## The Privacy Policy explains the Following:

- Protecting the confidentiality of our customer information.
- Who is covered by the Privacy Policy.
- How we gather information.
- The types of information we share, why, and with whom.
- Opting Out - how to instruct us not to share certain information about you or not to contact you.

## Protecting the Confidentiality of Customer Information:

We take our responsibility to protect the privacy and confidentiality of customer information very seriously. We maintain physical, electronic, and procedural safeguards that comply with federal standards to store and secure information about you from unauthorized access, alteration, and destruction. Our control policies, for example, authorize access to customer information only by individuals who need access to do their work.

From time to time, we enter into agreements with other companies to provide services to us or make products and services available to you. Under these agreements, the companies may receive information about you but they must safeguard this information, and they may not use it for any other purposes.

## Who is Covered by the Privacy Policy:

We provide our Privacy Policy to customers when they conduct business with our company. If we change our privacy policies to permit us to share additional information we have about you, as described below, or to permit disclosures to additional types of parties, you will be notified in advance. This Privacy Policy applies to consumers who are current customers or former customers.

## How We Gather Information:

As part of providing you with financial products or services, we may obtain information about you from the following sources:

- Applications, forms, and other information that you provide to us, whether in writing, in person, by telephone, electronically, or by any other means. This information may include your name, address, employment information, income, and credit references;
- Your transaction with us, our affiliates, or others. This information may include your account balances, payment history, and account usage;
- Consumer reporting agencies. This information may include account information and information about your credit worthiness;
- Public sources. This information may include real estate records, employment records, telephone numbers, etc.

## Information We Share:

We may disclose information we have about you as permitted by law. We are required to or we may provide information about you to third-parties without your consent, as permitted by law, such as:

- To regulatory authorities and law enforcement officials.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To report account activity to credit bureaus.
- To consumer reporting agencies.

- To respond to a subpoena or court order, judicial process or regulatory authorities.
- In connection with a proposed or actual sale, merger, or transfer of all or a portion of a business or an operating unit, etc.

In addition, we may provide information about you to our service providers to help us process your applications or service your accounts. Our service providers may include billing service providers, mail and telephone service companies, lenders, investors, title and escrow companies, appraisal companies, etc.

We may also provide information about you to our service providers to help us perform marketing services. This information provided to these service providers may include the categories of information described above under "How We Gather Information" limited to only that which we deem appropriate for these service providers to carry out their functions.

We do not provide non-public information about you to any company whose products and services are being marketed unless you authorize us to do so. These companies are not allowed to use this information for purposes beyond your specific authorization.

### Opting Out

We also may share information about you within our corporate family of office(s). We may share all of the categories of information we gather about you, including identification information (such as your name and address), credit reports (such as your credit history), application information (such as your income or credit references), your account transactions and experiences with us (such as your payment history), and information from other third parties (such as your employment history).

By sharing this information we can better understand your financial needs. We can then send you notification of new products and special promotional offers that you may not otherwise know about. For example, if you originally obtained a mortgage loan with us, we would know that you are a homeowner and may be interested in hearing how a home equity loan may be a better option than an auto loan to finance the purchase of a new car.

You may prohibit the sharing of application and third-party credit-related information within our company or any third-party company at any time. If you would like to limit disclosures of personal information about you as described in this notice, just check the appropriate box or boxes to indicate your privacy choices.

- Please do not share personal information about me with non-affiliated third-parties.
- Please do not share personal information about me with any of your affiliates except as necessary to effect, administer, process, service or enforce a transaction requested or authorized by myself.
- Please do not contact me with offers of products or services by mail.
- Please do not contact me with offers of products or services by telephone.

***Note for Joint Accounts: Your Opt Out choices will also apply to other individuals who are joint account holders. If these individuals have separate accounts, your Opt Out will not apply to those separate accounts.***

	<b>OAKTREE FUNDING CORPORATION</b>
Name	Company Name
	<b>312 N. MOUNTAIN AVE</b>
Address	Address
	<b>UPLAND CA, 91786</b>
City, State, Zip	City, State, Zip
	<b>909-982-5945</b>
Phone#	Phone #
Loan #	
Signature	Date

**NOTICE TO APPLICANT OF RIGHT  
TO RECEIVE COPY OF APPRAISAL REPORT**

APPLICATION NO:

PROPERTY ADDRESS:

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. We must receive your written request no later than **30** days after we notify you about the action taken on your application or you withdraw your application. If you would like a copy of the appraisal report, contact :

**OAKTREE FUNDING CORPORATION  
312 N. MOUNTAIN AVE  
UPLAND, CA 91786**

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

\_\_\_\_\_  
(Applicant) (Date)

# Request for Transcript of Tax Return

**Do not sign this form unless all applicable parts have been completed.  
Read the instructions on page 2.  
Request may be rejected if the form is incomplete, illegible, or any required  
part was blank at the time of signature.**

OMB No. 1545-1872

Department of the Treasury  
Internal Revenue Service

**TIP:** Use new Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. 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.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code	
<b>4</b> Address, (including apt., room, or suite no.), city, state, and ZIP code shown on the last return filed if different from line 3	
<b>5</b> 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. The IRS has no control over what the third party does with the tax information.	

**CAUTION:** Lines 6 and 7 must be completed if the third party requires you to complete Form 4506-T. **Do not** sign Form 4506-T if the third party requests that you sign Form 4506-T and lines 6 and 7 are blank.

**6 Product requested.** Most requests will be processed within 10 business days. If the product requested relates to information from a return filed more than 4 years ago, it may take up to 30 days. Enter the return number here and check the box below. \_\_\_\_\_

**a Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. Transcripts are generally available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years.

**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.

**c Record of Account**, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years.

**d Verification of Nonfiling**, which is proof from the IRS that you did not file a return for the year.

**e 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 2003, filed in 2004, will not be available from the IRS until 2005. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213.

**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.

**7 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.

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_     
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_     
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_     
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**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, **either** husband or wife must sign. If signed by a corporate officer, partner, 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.

Signature (see instructions)	Date	Telephone number of taxpayer on line 1a or 2a (    )
Title (if line 1a above is a corporation, partnership, estate, or trust)		
Spouse's signature	Date	

## A Change To Note

• **New Form 4506-T**, Request for Transcript of Tax Return, is used to request tax return transcripts, tax account transcripts, W-2 information, 1099 information, verification of non-filing, and a record of account. **Form 4506**, Request for Copy of Tax Return, is now used only to request copies of tax returns.

## Instructions

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series) and one for all other transcripts.

**Note:** If you are requesting more than one transcript or other product and the chart below shows two different service centers, mail your request to the service center based on the address of your most recent return.

### Chart for individual transcripts (Form 1040 series)

If you lived in and filed an individual return:	Mail or fax to the Internal Revenue Service at:
Maine, Massachusetts, New Hampshire, New York, Vermont	RAIVS Team 310 Lowell St. Stop 679 Andover, MA 01810 978-691-6859
Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, West Virginia, Rhode Island	RAIVS Team 4800 Buford Hwy. Stop 91 Chamblee, GA 30341 678-530-5326
Arkansas, Colorado, Kentucky, Louisiana, New Mexico, Oklahoma, Tennessee, Texas	RAIVS Team 3651 South Interregional Hwy. Stop 6716 Austin, TX 78741 512-460-2272
Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington, Wyoming	RAIVS Team Stop 38101 Fresno, CA 93888 559-253-4992
Delaware, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin	RAIVS Team Stop B41-6700 Kansas City, MO 64999 816-823-7667
Ohio, Virginia	RAIVS Team 5333 Getwell Rd. Stop 2826 Memphis, TN 38118 901-546-4175

Connecticut, District of Columbia, Maryland, New Jersey, Pennsylvania, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team DP SE 135 Philadelphia, PA 19255-0695 215-516-2931
---	--

### Chart for all other transcripts

If you lived in:	Mail to the Internal Revenue Service at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming	RAIVS Team Mail Stop 6734 Ogden, UT 84201 801-620-6922
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800F Cincinnati, OH 45250 859-669-3592

**Line 1b.** Enter your employer identification number if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**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 60 days of the date signed by the taxpayer or it will be rejected.

**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.

**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 7.

**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.

**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.

### 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. Sections 6103 and 6109 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, and the District of Columbia for use in administering their tax laws. We may also disclose this information to Federal and state agencies to enforce Federal nontax criminal laws and 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**, 11 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 the Tax Products Coordinating Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where to file** on this page.

# ALTERNATIVE DOCUMENTATION CHECKLIST

## Borrower's Certification

I/we certify that we have presented to the Lender:

ORIGINAL W-2 FORMS

PAY STUBS

BANK STATEMENTS

to verify past and present employment, income, and assets to close. I/we also understand that this information may be independently verified by \_\_\_\_\_, Lender, our Investors or the Federal Housing Administration and that this verification may include obtaining my/our tax returns from the IRS.

I have signed a copy of IRS FORM 4506 (REQUEST FOR COPY OF TAX RETURNS).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FHA DISCLOSURES**  
**AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION**

Buyer(s) \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

Seller(s) \_\_\_\_\_

File No.: \_\_\_\_\_

Property Address : \_\_\_\_\_

**FHA AMENDATORY CLAUSE**

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ \_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

\_\_\_\_\_  
 Borrower Date

\_\_\_\_\_  
 Borrower Date

\_\_\_\_\_  
 Seller Date

\_\_\_\_\_  
 Seller Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

**REAL ESTATE CERTIFICATION**

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

\_\_\_\_\_  
 Borrower Date

\_\_\_\_\_  
 Borrower Date

\_\_\_\_\_  
 Seller Date

\_\_\_\_\_  
 Seller Date

\_\_\_\_\_  
 Listing Agent (as applicable) Date

\_\_\_\_\_  
 Selling Agent (as applicable) Date

**WARNING:** Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

# NOTICE TO HOMEOWNER

Property Address : \_\_\_\_\_ File No.: \_\_\_\_\_  
\_\_\_\_\_

## Assumption of HUD/FHA-Insured Mortgages Release of Personal Liability

You are legally obligated to make the monthly payments required by your mortgage (deed of trust) and promissory note.

The Department of Housing and Urban Development (HUD) has acted to keep investors and noncreditworthy purchasers from acquiring one- to four-family residential properties covered by certain FHA-insured mortgages. There are minor exceptions to the restriction on investors: loans to public agencies and some nonprofit organizations, Indian tribes or servicepersons; and loans under special mortgage insurance programs for property sold by HUD, rehabilitation loans or refinancing of insured mortgages. Your lender can advise you if you are included in one of these exceptions.

HUD will therefore direct the lender to accelerate this FHA-insured mortgage loan if all or part of the property is sold or transferred to a purchaser or recipient (1) who will not occupy the property as his or her principal residence, or (2) who does occupy the property but whose credit has not been approved in accordance with HUD requirements. This policy will apply except for certain sales or transfers where acceleration is prohibited by law.

When a loan is accelerated, the entire balance is declared "immediately due and payable." Since HUD will not approve the sale of the property covered by this mortgage to an investor or to a person whose credit has not been approved, you, the original homeowner, would remain liable for the mortgage debt even though the title to the property might have been transferred to the new buyer.

Even if you sell your home by letting an approved purchaser (that is, a creditworthy owner-occupant) assume your mortgage, you are still liable for the mortgage debt unless you obtain a release from liability from your mortgage lender. FHA-approved lenders have been instructed by HUD to prepare such a release when an original homeowner sells his or her property to a creditworthy purchaser who executes an agreement to assume and pay the mortgage debt and thereby agrees to become the substitute mortgagor. The release is contained in Form HUD-92210-1, ("Approval of Purchaser and Release of Seller"). You should ask for it if the mortgage lender does not provide it to you automatically when you sell your home to a creditworthy owner-occupant purchaser who executes an agreement to assume personal liability for the debt. When this form is executed, you are no longer liable for the mortgage debt.

You must sign and date this notice as indicated, return one copy to your lender as proof of notification and keep one copy for your records.

_____	_____
Applicant	Date
_____	_____
Applicant	Date

\* Instruction to lender : A copy of this notice must be given to the mortgagor(s) on or before the date of settlement. You should retain assigned copy in the origination file.

**INFORMED CONSUMER CHOICE DISCLOSURE NOTICE**

Borrower(s): \_\_\_\_\_

Property Addr: \_\_\_\_\_

Loan Number: \_\_\_\_\_

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 product(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

Neither your lender nor FHA warrants that you actually qualify for any mortgage loan offered by your lender. This notice is provided 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 97% w/Mtg Insurance
1	Sales Price	100,000	100,000
2	Mortgage Amount (with Up-front Mortgage Insurance Premium)	97,750 99,216	97,000
3	Closing Costs	2,000	2,000
4	Down Payment Needed	4,250	5,000
5	Interest Rate and Term of Loan in Years	7.00 % / 30 yrs	7.00 % / 30 yrs
6	Monthly Payment (principal and interest only)	660.00	645.00
7	Loan-to-Value	97.75 %	97.00 %
8	Monthly Mortgage Insurance Premium (first year) *	39.94	76.63
9	Maximum # of Years of Monthly Insurance Premium Payments	14 yrs	13 yrs
10	Up-front Mortgage Insurance Premium (if applicable) ** (Included in Mortgage Amount, line 2)	1,466	

\* 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 up-front mortgage insurance premium rate of 1.5 %.

**FHA Mortgage Insurance Premium Information:**

If you paid an up-front mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan-to-value ratio of your mortgage reaches 78 percent of the *initial* sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent level through normal amortization.

If you have a 15-year mortgage and make a downpayment in excess of 10 percent, you will not have to make monthly mortgage insurance premiums. You will also reach the 78 percent loan-to-value threshold earlier than on longer term mortgages and may not have to pay monthly mortgage insurance premiums for the full five years.

You are required to make these payments on your FHA-insured loan unless you refinance or the mortgage is otherwise paid in full.

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/We have received a copy of this disclosure.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

# Energy-Efficient Mortgages Fact Sheet

Property Address : \_\_\_\_\_ File No.: \_\_\_\_\_  
\_\_\_\_\_

## Purpose

Provides mortgage insurance for a person to purchase or refinance a principal residence and incorporate the cost of energy efficient improvements into the mortgage. The mortgage loan is funded by a lending institution, such as a mortgage company, bank, savings and loan association and the mortgage is insured by HUD.

## Eligibility Requirements

- \* Borrower must meet standard FHA credit qualifications.
- \* Borrower is able to finance closing costs and the up-front mortgage insurance premium into the mortgage. The borrower will also be responsible for paying an annual premium.
- \* Existing or newly constructed one to two unit properties are eligible.
- \* The cost of the energy-efficient improvements that may be eligible for financing into the mortgage is the *greater of* 5% percent of the property's value (not to exceed \$8,000) or \$4,000.
- \* To be eligible for inclusion in the mortgage, the energy-efficient improvements must be cost effective, meaning that the total cost of the improvements is less than the total present value of the energy saved over the useful life of the energy improvement.
- \* The cost of the energy improvements and estimate of the energy savings must be determined by a home energy rating system (HERS) or energy consultant. Up to \$200 of the cost of the energy inspection report may be included in the mortgage.
- \* Maximum mortgage amount for a single-family unit is \$\_\_\_\_\_ *plus* the cost of the eligible energy-efficient improvements. Lesser limits may be applicable in other areas.

## For More Information

- \* Contact your local HUD office.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

# GIFT LETTER

Applicant(s):

Loan Number:

I, \_\_\_\_\_, do hereby certify the following:  
(Donor)

(1) I have made a gift of \$ \_\_\_\_\_ to \_\_\_\_\_  
(Amount) (Recipient)

Whose relationship is: \_\_\_\_\_  
(Relationship)

(2) This gift is to be applied toward the purchase of the property located at:

\_\_\_\_\_  
(Property Address)

(3) No repayment of the gift is expected or implied in the form of cash or by future services of the recipient.

(4) The funds given to the homebuyer were not made available to the donor from any person or entity with an interest in the sale of the property including the seller, real estate agent or broker, builder, loan officer, or any entity associated with them.

(5) The source of this gift is: \_\_\_\_\_  
(Source)

\_\_\_\_\_  
Donor Signature Date

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Donor Name (Print or Type)

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Donor Address

( )  
\_\_\_\_\_  
Donor Phone Number

**WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment, or both to knowingly make any false statement concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.**

**Attachments:**

1. Evidence of Donor's Ability to Provide Funds.
2. Evidence of Receipt of Transfer of Funds.

# HUD APPRAISED VALUE DISCLOSURE

Borrower(s):

Lender: **OAKTREE FUNDING CORP**  
**312 NOURTH MOUNTAIN AVENUE**  
**UPLAND , CA 91786**

Property Address:

Loan Number:

I (We) understand that my (our) application for a FHA-insured mortgage is being requested under the Direct Endorsement (DE) program. The Lender has advised me (us) that the appraiser has assigned a value of \$ \_\_\_\_\_ to the property being purchased. I am (We are) aware that the final determination of value for mortgage insurance purposes will be made by the DE underwriter after he/she reviews the report. It is understood that I (we) may elect to cancel the application or renegotiate with the seller if the DE Underwriter reduces the value below the amount set forth in the sales contract or requires additional repairs for which the seller will not be responsible.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

# FHA IDENTITY OF INTEREST CERTIFICATION

Applicant(s):	Broker/Lender: <b>OAKTREE FUNDING CORPORATION</b> <b>312 N. MOUNTAIN AVE</b> <b>UPLAND, CA 91786</b>
---------------	--

What is an "Identity of Interest?"

FHA defines an "identity of interest" as any relationship where the purchaser and seller are related, and/or affiliated through a business relationship. This could, for example, be parent/child as buyer/seller, corporation selling to an employee, persons who are partners in other projects as buyer/seller. FHA restricts the loan to value on such loans to 75% of the lesser of the property value plus closing costs or acquisition cost for investor properties/non-occupying co-borrower transactions; or 85% of the lesser of the property value plus closing costs or acquisition cost for owner occupied properties.

Check the option below that describes your situation:

\_\_\_\_\_ I **do not** have an "identity of interest" with the seller of the property I plan to purchase with the FHA financing for which I have applied.

\_\_\_\_\_ I **do** have an "identity of interest" with the seller of the property I plan to purchase with the FHA financing for which I have applied. Further, I understand that my loan-to-value ratio is restricted as follows:

- to 85% of the lesser of the property value plus closing costs or acquisition cost since I will occupy the property;
- to 75% of the lesser of the property value plus closing costs or acquisition cost since there is a non-occupying co-borrower or a non-occupying borrower which will not occupy the property as a principal residence.
- My relationship with the seller is: \_\_\_\_\_.

**WARNING:** Our signature(s) below indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

I/We have received a copy of this disclosure:

\_\_\_\_\_ Date \_\_\_\_\_ Date

# For Your Protection: Get a Home Inspection

Name of Buyer(s) \_\_\_\_\_

Property Address \_\_\_\_\_

## 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
- 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 for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house 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.

**I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.**

\_\_\_\_\_ **I/We choose to have a home inspection performed.**

\_\_\_\_\_ **I/We choose not to have a home inspection performed.**

X

Signature & Date

Calyx Form homeinsp.frm (04/04)

## 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 National Radon Information Line at 1-800-SOS-Radon (1-800-644-6999). 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.

X

Signature & Date

Form HUD-92564-CN (12/03)

# Important Notice to Homebuyers

U.S. Department of Housing and  
Urban Development  
Office of Housing - Federal Housing  
Commissioner

**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.

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.

**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. After 60 months (5 years) no refund is due the homeowner.

**How are Refunds Processed?**

1. Refunds of unearned upfront mortgage insurance premiums are refunded upon the receipt of the termination notice initiated by the lender. Once HUD receives and processes the termination, the refund process is initiated.
2. If you are eligible for a refund, HUD will either request Treasury to issue you a check directly or will send you an Application for Premium Refund (form HUD-27050-B).
3. Read the application carefully, sign, have it notarized, and attach proof of ownership at insurance termination.
4. Return application to the address shown on the HUD-27050-B.
5. HUD will request Treasury to issue a check if no additional information is needed.

**How to Follow-Up**

If you do not receive an application within 45 days after you have paid off your loan, check with your mortgage company to confirm that they have sent HUD a request for termination. If they confirm that the correct termination information was sent, contact HUD.

If you do not receive a refund or any other documentation from HUD within 60 days from the date you mailed your application, contact HUD immediately.

**How to Contact HUD**

By Phone:

800 697-6967  
8:30 AM to 8:30 PM (EST)  
Monday through Friday

By Mail:

U.S. Department of Housing & Urban Development  
PO Box 23699  
Washington, DC 20026-3699

**Monthly Insurance Premiums**

If you paid an upfront mortgage premium, you will also be charged a monthly mortgage insurance premium until the loan to value of your mortgage reaches 78 percent of the *initial* sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach the 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent loan-to-value threshold. If you were *not* charged an upfront premium, as for example on condominiums you will pay the monthly premium for the life of the mortgage.

**Note:** All inquiries should include your name, 10-digit FHA case number, paid in full date, property address, and a daytime phone number. Record your FHA case number here for future reference.

---

**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

Signature & Date

X \_\_\_\_\_

X \_\_\_\_\_

Signature & Date

Signature & Date

X \_\_\_\_\_

X \_\_\_\_\_

---

## SOCIAL SECURITY NUMBER CERTIFICATION

I, \_\_\_\_\_, do not have proof of my Social Security Number as provided originally in the form of a card, but I hereby certify that my Social Security Number is \_\_\_\_\_, and is the same number listed on my \_\_\_\_\_, which I have submitted as part of my loan application.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

WARNING: Section 1010 of Title 18 U.S.C. Federal Housing Administration states "Whoever, for purposes of influencing in any the way the action of such Administration...makes, passes, or publishing any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years or both."

## SOCIAL SECURITY NUMBER CERTIFICATION

I, \_\_\_\_\_, do not have proof of my Social Security Number as provided originally in the form of a card, but I hereby certify that my Social Security Number is \_\_\_\_\_, and is the same number listed on my \_\_\_\_\_, which I have submitted as part of my loan application.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

WARNING: Section 1010 of Title 18 U.S.C. Federal Housing Administration states "Whoever, for purposes of influencing in any the way the action of such Administration...makes, passes, or publishing any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years or both."

# TITLE COMPANY STATEMENT OF INFORMATION

**CONFIDENTIAL INFORMATION STATEMENT TO BE USED IN CONNECTION WITH ORDER NO:**  
COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU.

**THE STREET ADDRESS of the property in this transaction is:**  
IF NONE LEAVE BLANK  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

IMPROVEMENTS:  SINGLE RESIDENCE  MULTIPLE RESIDENCE  COMMERCIAL  
OCCUPIED BY:  OWNER  LESSEE  TENANTS  
ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION  YES  NO

<b>NAME</b>			<b>SPOUSES NAME</b>		
FIRST	MIDDLE	LAST	FIRST	MIDDLE	LAST
<b>BIRTHPLACE</b>		<b>BIRTH DATE</b>	<b>BIRTHPLACE</b>		<b>BIRTH DATE</b>
I HAVE LIVED IN CALIFORNIA SINCE		SOCIAL SECURITY NUMBER	I HAVE LIVED IN CALIFORNIA SINCE		SOCIAL SECURITY NUMBER
<b>DRIVER'S LICENSE NO.</b>			<b>DRIVER'S LICENSE NO.</b>		
<b>WIFE'S MAIDEN NAME</b>					
<b>WE WERE MARRIED ON</b>			<b>AT</b>		

**RESIDENCE(S) FOR LAST 10 YEARS**

NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO

**OCCUPATION(S) FOR LAST 10 YEARS**

<b>HUSBAND</b>			
<b>PRESENT OCCUPATION</b>	<b>FIRM NAME</b>	<b>ADDRESS</b>	<b>NO. OF YEARS</b>
<b>PRIOR OCCUPATION</b>	<b>FIRM NAME</b>	<b>ADDRESS</b>	<b>NO. OF YEARS</b>
<b>PRIOR OCCUPATION</b>	<b>FIRM NAME</b>	<b>ADDRESS</b>	<b>NO. OF YEARS</b>
<b>WIFE</b>			
<b>PRESENT OCCUPATION</b>	<b>FIRM NAME</b>	<b>ADDRESS</b>	<b>NO. OF YEARS</b>
<b>PRIOR OCCUPATION</b>	<b>FIRM NAME</b>	<b>ADDRESS</b>	<b>NO. OF YEARS</b>
<b>PRIOR OCCUPATION</b>	<b>FIRM NAME</b>	<b>ADDRESS</b>	<b>NO. OF YEARS</b>

**FORMER MARRIAGES:** IF NO FORMER MARRIAGES, WRITE "NONE" \_\_\_\_\_  
NAME OF FORMER SPOUSE \_\_\_\_\_  
IF DECEASED: DATE \_\_\_\_\_ WHERE \_\_\_\_\_

**CURRENT LOAN ON PROPERTY**  
PAYMENTS ARE BEING MADE TO:  
1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_

**HOMEOWNERS ASSOCIATION** \_\_\_\_\_ NUMBER ( ) \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_



# HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144  
 HUD: 2502-0059 (expires 11/30/2010)

<b>Part I - Identifying Information</b> (mark the type of application)		2. Agency Case No: (include any suffix)	3. Lender's Case No.	4. Section of the Act (for HUD cases)
1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act				
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.
		12b. Term of Monthly Premium months		
		13. Lender's I.D. Code	14. Sponsor/Agent I.D. Code	
15. Lender's Name & Address (include zip code)		16. Name & Address of Sponsor/Agent		
<b>Type or Print all entries clearly</b>		17. Lender's Telephone Number		

**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. <b>VA Only:</b> 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"/> Finance Improvements to Existing Property 3) <input type="checkbox"/> Refinance (Refi.) 4) <input type="checkbox"/> Purchase New Condo. Unit 5) <input type="checkbox"/> Purchase Existing Condo. Unit 6) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied 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
--	---	---

## Part II - Lender's Certification

21. The undersigned lender 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 Uniform Residential Loan Application and this Addendum are true, accurate and complete.

**B.** The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.

**C.** The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.

**D.** The verification of employment and verification of deposits were requested and received by the lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.

**E.** The Uniform Residential Loan Application and this Addendum were signed by the borrower after all sections were completed.

**F.** This proposed loan to the named borrower meets the income and credit requirements of the governing law in the judgment of the undersigned.

**G.** To the best of my knowledge and belief, I and my firm and its principals: **(1)** are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; **(2)** have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; **(3)** are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph G(2) of this certification; and **(4)** have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

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

**H.** The names and functions of any duly authorized agents who developed on behalf of the lender 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.)
----------------	---

If no agent is shown above, the undersigned lender affirmatively certifies that all information and supporting credit data were obtained directly by the lender.

- I.** The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions with which they are identified
- J.** 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 <b>X</b>	Title of Officer of Lender	Date (mm/dd/yyyy)
--	----------------------------	-------------------

**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 information unless that collection displays a valid OMB control number.

**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, 42 U.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 of 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 Lender 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 Lender, 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.

Signature(s) of Borrower(s) - Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

Date signed

X

**Part V - Borrower Certification**

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

22 a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD / FHA mortgage?  Yes  No

Is it to be sold?  Yes  No

22 b. Sales Price \$

22 c. Original Mortgage Amt \$

**22 d. Address**

22 e. 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.

22 f. Do you own more than four dwellings?  Yes  No If "Yes" submit form HUD-92561.

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

**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 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.

(2) **Occupancy:** (for VA only -- mark the applicable box)

(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 reductions)

(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.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$ ) is:

the reasonable value of the property as determined by VA or;

the statement of appraised value as determined by HUD/FHA.

**Note:** If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value" mark either item (a) or item (b), whichever is applicable.

(a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract

purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment;

(b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the 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 & review accuracy of this application.

Date

X

Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA Commissioner.

# Direct Endorsement Approval for a HUD/FHA-Insured Mortgage

U.S. Department of Housing and Urban Development

<b>Part I - Identifying Information</b> (mark the type of application) 1. <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		2. Agency Case No. (include any suffix)	3. Lender's Case No.	4. Section of the Act (for HUD cases)
5. Borrower's Name & Present Address (include zip code)		7. Loan Amount (include the UFMIP) \$	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.
		12b. Term of Monthly Premium months	13. Lender's I.D. Code	14. Sponsor/Agent I.D. Code
15. Lender's Name & Address (include zip code)			16. Name & Address of Sponsor/Agent	
<b>Type or Print all entries clearly</b>			17. Lender's Telephone Number	

**Approved:** Approved subject to the additional conditions stated below, if any.

Date Mortgage Approved \_\_\_\_\_

Date Approval Expires \_\_\_\_\_

<input type="checkbox"/> <b>Modified &amp; Approved as follows:</b>	Loan Amount (include UFMIP) \$	Interest Rate %	Proposed Maturity yrs. mos.	Monthly Payment \$	Amount of Up Front Premium \$	Amount of Monthly Premium \$	Term of Monthly Premium months
---	-----------------------------------	--------------------	--------------------------------	-----------------------	----------------------------------	---------------------------------	-----------------------------------

**Additional Conditions:**

- If this is proposed construction, the builder has certified compliance with HUD requirements on form HUD-92541.
- If this is new construction, the lender certifies that the property is 100% complete (both on site and off site improvements) and the property meets HUD's minimum property standards and local building codes.
- Form HUD-92544, Builder's Warranty is required.
- The property has a 10-year warranty.
- Owner-Occupancy **Not** required (item (b) of the Borrower's Certificate does not apply).
- The mortgage is a high loan-to-value ratio for non-occupant mortgagor in military.
- Other: (specify)

This mortgage was rated as an "accept" or "approve" by FHA's Total Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies to the integrity of the data supplied by the lender used to determine the quality of the loan, that a Direct Endorsement Underwriter reviewed the appraisal (if applicable) and further certifies that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Mortgagee Representative: \_\_\_\_\_

This mortgage was rated as a "refer" by FHA's Total Mortgage Scorecard, and/or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement underwriter certifies that I have personally reviewed the appraisal report (if applicable), credit application, and all associated documents and have used due diligence in underwriting this mortgage. I find that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program and I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Direct Endorsement Underwriter \_\_\_\_\_ DE's CHUMS ID Number \_\_\_\_\_

**The Mortgagee, its owners, officers 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 Certificate

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 the commitment);
- (c) All charges and fees collected from me as shown in the settlement statement have been paid from my own funds, and no other charges have been or will be paid by me in respect to this transaction;
- (d) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny the dwelling or property covered by this loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for a violation of this certificate.

Borrower(s) Signature(s) & Date

**X**

## Lender's Certificate

The undersigned certifies that to the best of its knowledge:

- (a) The statements made in its application for insurance and in this Certificate are true and correct;
- (b) The conditions listed above or appearing in any outstanding commitment issued under the above case number have been fulfilled;
- (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;
- (d) 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 credit 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.

I, the undersigned, as authorized representative of **OAKTREE FUNDING CORPORATION**, mortgagee at this time of closing of this mortgage loan, certify that I have personally reviewed the mortgage loan documents, closing statements, application for insurance endorsement, and all accompanying documents. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4.

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

**X**

# SERVICING DISCLOSURE STATEMENT

Lender: **OAKTREE FUNDING CORP.**  
**223 NORTH FIRST AVENUE**  
**UPLAND, CA 91786**

Date:

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 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 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.

- We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
- 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.
- 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.

## Acknowledgment of Mortgage Loan Applicant(s)

I/We have read and understood the disclosure, and understand that the disclosure is a required part of the mortgage application as evidenced by my/our signature(s) below;

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date



# **OAKTREE FUNDING** CORP.

## Credit Card Payment Authorization

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Middle Name \_\_\_\_\_ Maiden Name \_\_\_\_\_

Social Security Number --

## Cardholder Information

Name on the Card: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

MasterCard  Visa

Credit Card Number ---

Expiration date:  /  Card Security Code\*

\*In the signature box on the back of the card, you should see either the entire 16-digit credit card number or just the last four digits followed by a 3-digit code. This 3-digit code is your Card Security Code.

I authorize the Oaktree Funding Corporation to charge the cost of  Credit Report up to \$22.00 for husband and wife plus up to \$22.00 for each additional Co-borrower(s).

**Other** \_\_\_\_\_ you are authorized to charge the following amount \$\_\_\_\_\_ to my credit card. You are also authorized to give my/our information direct to an appraisal company for payment of an appraisal and or appraisal review fee if required. This fee will range from 400.00 – 550.00 for SFR, 2-4 units 550.00-850.00, review fee's range from 175.00 to 350.00. You will only be charged the actual fees.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corp. Office: Oaktree Funding Corporation 223 N. First Ave, Upland, Ca 91786  
909-982-5945 Fax 909-982-9614**