



Franklin American
MORTGAGE COMPANY

VA PURCHASE & FULL CREDIT QUALIFYING REFINANCE



FRANKLIN AMERICAN MORTGAGE COMPANY

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Phone: 214.496.1900
Toll Free: 877.496.1900

FAMC Loan #:

Broker: _____ FAMC Broker ID#: _____
(Please be sure to include the last 3 digits of your Broker ID#)

VA ID#: _____ VA Case #: _____

Contact: _____ Email: _____ Phone: _____ Fax: _____

Borrower(s): _____

Property Address: _____

City: _____ State: _____ Zip: _____

Sales Price: _____ Base Loan Amt: _____ Loan w/FF: _____ Appr. Val: _____

Note Rate: _____ LTV: _____ Ext. Closing Date: _____ Lock Expiration Date: _____

Check all that apply to Subject Loan:

Loan Program: Fixed Rate 3/1 ARM Texas VLB Refinance Cash-Out
 Purchase Refinance Rate & Term (full credit qualifying)

Loan Term: 30 25 20 15 10 Condo

Property Type: SFR 2 Units 3-4 Units PUD Condo

Provide "Certified Copy" Stamp or Blanket Processor's Certification for all Copies of Original Documents

All Documents Should be Signed, Dated (within compliance) and/or Fully Executed

Any missing Asterisk * (Underlined) items at the time of loan submission will cause the loan file to be placed in a "Suspense" status until the items are received.

* VA Stacking Order Form

* AUS (LP/DO) Findings

* AUS (LP/DO) Findings Released to FAMC

* VA Loan Analysis (VA form 26-6393)

* Clear CAIVRS on all Borrowers

* Initial 1003 (URLA) & VA Addendum (VA form 26-1802a) including the following:

* Date of Birth on all borrowers

* 2 year employment history on all income qualifying borrowers

* Section X fully completed (Information for Government Monitoring)

* Signed and dated by interviewer (Loan Officer)

* Final typed 1003 (URLA) and VA Addendum (VA form 26-1802a)

Rate Lock Registration/Confirmation Sheet

VA Loan Summary (VA form 26-0286; 2 pages)

Original Certificate of Eligibility

* FAMC Benefits Questionnaire/No-Active Duty Certification (Form available on FAMC website)

Verification of VA Benefits (VA form 26-8937, completed by VA)

(REQ'D FOR ANY VETERAN WHO IS EXEMPT FROM THE FUNDING FEE)

Counseling Checklist for Active Military Homebuyers (VA form 26-0592, if applicable)

* Credit Report (Tri-merge)

Credit/inquiry explanation (if applicable)

Other documents related to credit (BK, child support, etc.)

Plans, specs, builders certification, construction exhibits (ONLY if appraisal is ordered as Proposed or Under Construction)

New or proposed construction warranty/inspection documentation (if appl.)

Verification of Rent/Mortgage (if not on credit report; 12 mo. min. history)

Child Care Letter

* Verbal Verification of Employment

* Income Documentation (most recent pay stubs covering 30 days (LES) and last 2 years W-2)

* IRS Form 4506-1 (Signed and Dated within last 60 days)

* Two most recent Years Federal Tax Returns (Personal/Corporate), YTD P&L and Balance Sheet (if applicable)

* Asset Documentation (as required by LP/DO)

Gift Letter & required supporting documentation (if applicable)

Miscellaneous additional credit documentation

* Sales Contract/Purchase Agreement & VA Amendatory Clause

VA Appraisal submitted to e-appraisal system (TAS System)

* Disclosures (Must be dated within 3 days of loan application):

* Good Faith Estimate

* Truth-in-Lending Disclosure

* Transfer of Servicing Disclosure

* ECOA Disclosure

* Notice of Right to Receive Appraisal

* Borrower(s) Certification and Credit Authorization

* Notice to Home Loan Applicant/Credit Score Disclosure

* Affiliated business arrangement disclosure (if applicable)

* Interest Rate and Discount Disclosure

* NAMB Mortgage Loan Origination Agreement or Mortgage Broker/Loan Officer Disclosure

FOR MAILED SUBMISSIONS: PLEASE SUBMIT AN ORIGINAL PACKAGE FASTENED IN A LABELED, LEGAL SIZE FILE FOLDER IN THE ABOVE ORDER - ATTN: UNDERWRITING DEPARTMENT. A COPY PACKAGE IS NOT REQUIRED.

Revised 3/3/09

HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144
HUD: 2502-0059 (exp 09/30/2007)

Part I - Identifying Information (mark the type of application) 1. <input type="checkbox"/> VA Application for HUD/FHA Application for Insurance Home Loan Guaranty <input type="checkbox"/> 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 UFMP if for HUD or Funding Fee if for VA)		8. Interest Rate:		9. Proposed Maturity:	
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:	
		\$		%		mos.	
		\$		/mo.		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:			
				17. Lender's Telephone Number:			

Type or Print all entries clearly

VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

18. First Time Homebuyer? a. <input type="checkbox"/> Yes b. <input type="checkbox"/> No		19. VA Only: Title will be Vested in: <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other (specify)		20. Purpose of Loan (blocks 9 - 12 are for VA loans only) 1) <input type="checkbox"/> Purchase Existing Home Previously Occupied 2) <input type="checkbox"/> 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"/> Ref. Permanently Sited Manufactured Home to Buy Lot 12) <input type="checkbox"/> Ref. Permanently Sited Manufactured Home/Lot Loan	
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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.

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.)

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

Title of Officer of Lender:

Date: (mm/dd/yyyy)

X

Part III - Notices to Borrowers. Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it 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 VA Form 26-1802a (3/98)

Form HUD-92900-A (06/2005)

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 to 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:

Part V – Borrower Certification

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

22a. 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

22b. Address: Yes No

22c. Original Mortgage Amount: Yes No

22d. Is it to be sold? Yes No

22e. Sales Price: Yes No

22f. Original Mortgage Amount: Yes No

22g. Do you own more than four dwellings? Yes No

22h. 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.

22i. Do you own more than four dwellings? Yes No

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 to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA may be required to pay your lender on account of default in your loan payments. **The amount of any such claim payment will be a debt owed by you to the Federal Government.** This debt will be the object of established collection procedures.

25. I, the Undersigned Borrower(s) Certify that:

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

(2) (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. (for interest rate reductions)

(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.

X

Date:

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.

VA Form 26-1802a (3/98)

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HUD 1003 Addendum p2 09/06 ~ Encompass™ from Ellie Mae ~ www.elliemae.com

form HUD-92900-A (06/2005)



These 2 forms (or equivalent) are required for EVERY VA loan type

FORM 1: VA BENEFIT QUESTIONNAIRE

THESE QUESTIONS MUST BE ANSWERED BY EACH APPLICANT THAT IS A VETERAN OR THE SURVIVING SPOUSE OF A VETERAN:

- YES NO Are you currently receiving VA disability benefits?
- YES NO Have you (or your deceased veteran spouse) ever received VA disability benefits?
- YES NO Have you (or your deceased veteran spouse) ever been rated disabled incompetent by VA, regardless of whether or not benefits were ever received?
- YES NO Are you the surviving spouse of a veteran who died on active duty or as a result of a service-connected disability?

I certify that the above information is true and correct and that I understand the meaning of the questions.

Veteran or Surviving Spouse	Date	Veteran or Surviving Spouse	Date
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Processing Instructions:

if the answer to all the above questions is **NO**, place this form in the loan file instead of VA Form 26-8937. if the answer to any of the above questions is **YES**, VA Form 26-8937 "Verification of VA Benefits" (VA Benefit Related Indebtedness Letter), must be obtained from VA and placed in the loan file. Include this questionnaire with the submission to VA for the 26-8937.

FORM 2: STATEMENT OF ACTIVE-DUTY STATUS

Per VA Lender's Handbook Change 4 - Chapter 4, Section 2.m

THESE QUESTIONS MUST BE ANSWERED BY EACH APPLICANT WHOSE INCOME IS USED TO QUALIFY (EVEN IF NOT A VETERAN):

- YES NO Is any applicant a member of the Reserves or National Guard? if the above answer is **NO** for every applicant, please skip to the end and sign. Otherwise, please continue below:
- YES NO Has any applicant's unit been activated, or made aware of actual or potential activation?

if the above answer is **NO** for every applicant, please skip to the end and sign. Otherwise, please continue below:

Processing Instructions:

For each applicant subject to a YES answer: Please provide below, details concerning actual or potential activation & how income may be affected. **Attach supporting documentation** or additional sheets as needed.

I certify that the above statements and the attached documents (if any) are true and correct and that I understand the meaning of the questions.

Applicant	Date	Applicant	Date
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Applicant	Date	Applicant	Date
-----------	------	-----------	------

I certify that all information on the above 2 forms was explained to and obtained from each applicant as required.

Signature of Loan Originator _____ Date _____

Department of Veterans Affairs

Federal Collection Policy Notice

The Federal Government is authorized by law to take any or all of the following actions in the event your VA-guaranteed or VA-financed loan payments become delinquent or you default on your VA-guaranteed or VA-financed Loan:

- Your name and account information may be reported to a credit bureau.
- Additional interest and penalty charges may be assessed for the period of time that payment is not made.
- Charges to cover additional administrative costs incurred by the Government to service your account may be assessed.
- Amounts owed to you under other Federal programs may be offset.
- Your account may be referred to a private collection agency to collect the amount due.
- Your account may be referred to the Department of Justice for litigation in the courts.
- If you are a current or retired Federal employee, your salary or civil service retirement benefits may be offset.
- Your debt may be referred to the Internal Revenue Service for offset against any amount owed to you as an income tax refund.
- Any written-off debt may be reported to the Internal Revenue Service as taxable income.

All of these actions can and will be used to recover any debts owed the Department of Veterans Affairs when it is determined to be in the best interest of the Government to do so.

Certification

I have read and I understand the actions the Federal Government can take in the event that I fail to meet my scheduled payments in accordance with the terms and conditions of my agreement to purchase property with a VA-guaranteed or VA-financed loan.

Signature: _____ Date: _____

**VA FORM
JUL 1996 26-0503**

SUPERSEDES VA FORM 26-0503, MAR 1987, WHICH WILL NOT BE USED.

VA 26-0503 Fed Collection Policy 04/04 ~ Encompass™ from Ellie Mae ~ www.elliemae.com

VA Escape Clause

“It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. (Authority: 38 U.S.C. 501, 3703(c)(1))”

Signature of Borrower

Signature of Co-Borrower



COUNSELING CHECKLIST FOR MILITARY HOMEBUYERS

1. Failure on the part of a borrower on active duty to disclose that he/she expects to leave the area within 12 months due to transfer orders or completion of his/her enlistment period may constitute "bad faith." If your loan is foreclosed under circumstances which include such bad faith, you may be required to repay VA for any loss suffered by the Government under the guaranty. (In ANY case in which VA suffers a loss under the guaranty, the loss must be repaid before your loan benefits can be restored to use in obtaining another VA loan.)
2. Although real estate values have historically risen in most areas, there is no assurance that the property for which you are seeking financing will increase in value or even retain its present value.
3. It is possible that you may encounter difficulty in selling your house, recovering your investment or making any profit, particularly if there is an active new home market in the area.
4. Receiving military orders for a permanent change of duty station or an unexpected early discharge due to a reduction in force will not relieve you of your obligation to make your mortgage payments on the first of each month.
5. "Letting the house go back" is **NOT** an acceptable option. A decision to do so may be considered "bad faith". A foreclosure will result in a bad credit record, a possible debt you will owe the government and difficulty in getting more credit in the future.
6. If unexpected circumstances lead to difficulty in making your payments, contact your mortgage company promptly. It will be easier to resolve any problems if you act quickly and be open and honest with the mortgage company.
7. **YOUR VA LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF VA OR YOUR LENDER.**
8. **DO NOT BE MISLED!** VA does not guarantee the **CONDITION** of the house which you are buying, whether it is new or previously occupied. VA guarantees only the **LOAN**. You may talk to many people when you are in the process of buying a house. Particularly with a previously occupied house, you may pick up the impression along the way that you need not be overly concerned about any needed repairs or hidden defects since VA will be sure to find them and require them to be repaired. This is **NOT TRUE!** In every case, ultimately, it is your responsibility to be an informed buyer and to assure yourself that what you are buying is satisfactory to you in all respects. Remember, VA guarantees only the loan - **NOT** the condition.
9. If you have any doubts about the condition of the house which you are buying, it is in your best interest to seek expert advice before you legally commit yourself in a purchase agreement. Particularly with a previously occupied house, most sellers and their real estate agents are willing to permit you, at your expense, to arrange for an inspection by a qualified residential inspection service. Also, most sellers and agents are willing to negotiate with you concerning what repairs are to be included in the purchase agreement. Steps of this kind can prevent many later problems, disagreements, and major disappointments.
10. Proper maintenance is the best way to protect your home and improve the chance that its value will increase.
11. If you are buying a previously owned house, you should look into making energy efficient improvements. You can add up to \$6,000 to your VA loan to have energy efficient improvements installed. Consult your lender or the local VA office.

I HEREBY CERTIFY THAT the lender has counseled me and I fully understand the counseling items set forth above.

(Borrower's Signature)

(Date)

I HEREBY CERTIFY THAT the borrower has been counseled regarding the counseling items set forth above.

(Lender's Signature)

(Date)

VA Form
JUN 1995

26-0592

EXISTING STOCK OF VA FORM 26-0592, JUL 1990, WILL
BE USED.

VA Department of Veterans Affairs

VERIFICATION OF VA BENEFITS

PRIVACY ACT NOTICE: The VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 5, Code of Federal Regulations 1.526 for routine uses (i.e., information concerning a veteran's indebtedness to the United States by virtue of a person's participation in a benefits program administered by VA may be disclosed to any third party, except consumer reporting agencies) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendor Loan Applicant Records - VA, and published in the Federal Register. Your obligation to respond is required to obtain or retain benefits. Giving us your SSN account information is voluntary. Refusal to provide your SSN by itself will not result in the denial of benefits. The VA will not deny an individual benefits for refusing to provide his or her SSN unless the disclosure of the SSN is required by a Federal Statute of law in effect prior to January 1, 1975, and still in effect.

TO: NAME AND ADDRESS OF LENDER (Complete mailing address including ZIP code)

INSTRUCTIONS TO LENDER

Complete this form ONLY if the veteran/applicant:

- is receiving VA disability payments; or
- has received VA disability payments; or
- would receive VA disability payments but for receipt if retired pay; or
- is surviving spouse of a veteran who died on disability
- has filed a claim for VA disability benefits prior to discharge from active duty service

Complete items 1 through 10. Send the completed form to the appropriate VA regional Loan Center where it will be processed and returned to the Lender. The completed form must be retained as part of the lender's loan origination.

1. NAME OF VETERAN (First, middle, last)		
3. DATE OF BIRTH		
4. VA CLAIM FOLDER NUMBER (C-File No. if known)	5. SOCIAL SECURITY NUMBER	6. SERVICE NUMBER (if different from Social Security Number)
7. I HEREBY CERTIFY THAT I <input type="checkbox"/> DO <input type="checkbox"/> DO NOT have a VA benefit-related indebtedness to my knowledge. I authorize VA to furnish the information listed below.		
8. I HEREBY CERTIFY THAT I <input type="checkbox"/> HAVE <input type="checkbox"/> HAVE NOT filed a claim for VA disability benefits prior to discharge from active duty service. (I am presently still on active duty.)		
9. SIGNATURE OF VETERAN		
FOR VA USE ONLY		
<input type="checkbox"/> The above named veteran does not have a VA benefit-related indebtedness <input type="checkbox"/> The veteran has the following VA benefit-related indebtedness		
VA BENEFIT - RELATED INDEBTEDNESS (if any)		
TYPE OF DEBT(S)	AMOUNT OF DEBT(S)	
\$	\$	
\$	\$	
TERM OF REPAYMENT PLAN (if any)		
<input type="checkbox"/> Veteran is exempt from funding fee due to receipt of service-connected disability compensation of \$ _____ monthly. (Unless checked, the funding fee receipt must be remitted to VA with VA Form 26-1820, Report and Certification of Loan Disbursement)		
<input type="checkbox"/> Veteran is exempt from funding fee due to entitlement to VA compensation benefits upon discharge from service.		
<input type="checkbox"/> Veteran is <u>not</u> exempt from funding fee due to receipt of nonservice-connected pension of \$ _____ monthly. LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA		
<input type="checkbox"/> Veteran has been rated incompetent by VA. LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA.		
<input type="checkbox"/> Insufficient information. VA cannot identify the veteran with the information given. Please furnish more complete information, or a copy of a DD Form 214 or discharge papers. If on active duty, furnish a statement of service written on official government letterhead, signed by the adjutant, personnel officer, or commanding officer. The statement should include name, birth date, service number, entry date and time lost.		
SIGNATURE OF AUTHORIZED AGENT		DATE SIGNED

Respondent Burden: We need this information to determine, establish, or verify your eligibility for VA Loan Guaranty Benefits and to determine if you are exempt from paying the VA Funding Fee. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at www.whitehouse.gov/library/omb/OMBINCV.html#VA. If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

VA FORM **26-8937**
NOV 2005

SUPERSEDES VA FORM 26-8937, AUG 2004,
WHICH WILL NOT BE USED.

Interest Rate and Discount Disclosure Statement

This statement regarding the interest rate and discount points that you may pay on a mortgage guaranteed by VA (Department of Veterans Affairs) must be delivered to you prior to execution of the borrower's certification on the HUDVA Addendum to the Uniform Residential Loan Application.

VA does not establish the interest rate for mortgage loans to be guaranteed or set either a maximum or minimum on the interest rate or on discount points that may be paid by you. This means that you may pay such interest rate and discount points as you and lender agree upon. The seller may also pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.

It is important for you to understand that the interest rate and discount points and the length of time the lender will honor the loan terms are all freely negotiable with the lender. Lenders may agree to offer the loan terms for a definite period of time (i.e., 30, 60, 90 days), or may refuse to do so. This arrangement is commonly referred to as a lock-in agreement. Keep in mind that your agreement with the seller will also affect the date you can close your loan.

The terms of your agreement with the lender will determine the degree, if any, that the interest rate and discount points may change before closing. An increase of more than 1.00% in the interest rate may require re-underwriting of the loan approval by VA or by the lender. It may be necessary for the lender to obtain your signature on a new application. If, after re-underwriting, it is determined that you remain qualified from a credit risk standpoint, the conditions of your agreements with the lender and the seller may require you to complete the transaction or lose your deposit.

IT IS YOUR RESPONSIBILITY TO ASSURE THAT YOU UNDERSTAND THE TRANSACTION.

if you believe you have been subject to discrimination because of your race, color, religion, sex, familial status, or national origin, you should call HUD Fair Housing and Equal Opportunity Complaint hotline: 1(800)669-9777. This information must be delivered to you at the time of initial loan application. Return the original to your lender as proof of notification and keep a copy for your records. You, the borrower(s) must be certain that you understand the transaction. Sign below only after you have read this entire page. Seek professional advice if you are uncertain.

Borrower _____

Date _____

Co-borrower _____

Date _____

V010497

Nearest Living Relative

MISSOURI APPLICATION DISCLOSURE and BORROWER INFORMATION DOCUMENT

Borrower Name(s): _____

Broker/Lender: _____

Property Address: _____

Date: _____

- A. This document is being provided to you pursuant to the Residential Mortgage Brokers License Act and related rules. Its purpose is to list those exhibits and materials you should receive with your application with ("Lender"), which is regulated by the Missouri Commissioner of Finance whose phone number is (573) 751-3242.
- B. Attached hereto are:
 - 1. A Good Faith Estimate of the costs associated with obtaining your mortgage loan.
 - 2. "Buying Your Home – Settlement Costs and Helpful Information" – This booklet describes the settlement process associated with executing a mortgage for the purchase of the security real estate.
 - 3. A copy of your Loan Application that will have to be signed and delivered to Lender in order for your mortgage loan application to be processed.
 - 4. "Consumer Handbook on Adjustable Rate Mortgages" – This booklet describes the features of adjustable rate mortgages (issued if the mortgage is an adjustable rate mortgage representing a first lien).
 - 5. A checklist of the materials, authorizations, and documents that will be required to be provided by you in order to underwrite the loan, if applicable.
- A Truth in Lending Statement will be delivered shortly.
- C. Other significant information which could potentially affect the processing of your mortgage loan but which may be unknown to Lender at the application time shall be disclosed if, and when, such information becomes known. Such other information could be:
 - a. An appraisal value different from that estimated by the borrower,
 - b. Credit obligations which the borrower fails to report,
 - c. A change in the borrower's financial circumstances which would result in his/her ineligibility for the loan, or
 - d. A material change or discontinuation of a loan program by an investor or other entity, such as the U. S. Department of Housing or Veterans Administration or a private investor.
- D. Within three (3) business days of receiving your written request, the Lender must confirm or deny in writing any specific oral statements or promises made to you.

Advance Fees

[MO Stat Ann 408.580(2)]

The following fees are being charged in connection with the processing of your loan application. Other fees not shown here may be payable later and are shown on the Good Faith Estimate of Closing Costs. Nonrefundable fees are subject to applicable limitations of state or federal law.

<u>Name of Fee</u>	<u>Amount</u>	<u>Important Information</u>
Application Fee	\$ _____	The application fee will be applied toward the cost of processing the loan. The fee is non-refundable.
Appraisal Fee Deposit	\$ _____	The deposit will be applied toward the total cost of the appraisal, which may exceed the amount of the deposit. The deposit is refundable only if the loan is denied or withdrawn prior to the Lender ordering the appraisal.
Credit Report Deposit	\$ _____	The deposit will be applied toward the total cost of the credit report, which may exceed the amount of the deposit. The deposit is refundable only if the loan is denied or withdrawn prior to the Lender ordering the credit report.

If you have any questions regarding your application, please contact:

Name: _____
Broker/Lender's Name: _____
Broker/Lender's Address: _____
Telephone Number: _____

I/We have read the above disclosure and attachments 1 through 5 and understand its and their contents, and acknowledge receiving a copy by signing below.

Borrower _____ Date _____ Borrower _____ Date _____

Borrower _____ Date _____ Borrower _____ Date _____

MICHIGAN BORROWER BILL OF RIGHTS

Borrower Name(s):

Lender:

Date:

Loan Number:

Property Address:

1. You have the RIGHT to shop for the best loan for you and compare the charges of different mortgage brokers and lenders.

2. You have the RIGHT to be informed about the total cost of your loan including the interest rate, points, and other fees.

3. You have the RIGHT to obtain a "Good Faith Estimate" of all loan and settlement charges before you agree to the loan or pay any fees.

4. You have the RIGHT to know what fees are nonrefundable if you decide to withdraw your loan application.

5. You have the RIGHT to ask your mortgage broker to explain exactly what the mortgage broker will do for you.

6. You have the RIGHT to know how much the mortgage broker is getting paid by you and the lender for your loan.

7. You have the RIGHT to ask questions about charges and loan terms that you do not understand.

8. You have the RIGHT to a credit decision that is not based on your race, color, religion, national origin, sex, marital status, age, or whether any income is derived from public assistance.

9. You have the RIGHT to know the reason if your loan application is turned down.

10. You have the RIGHT to receive the HUD settlement costs booklet "Buying Your Home".

By signing below, I/we acknowledge receiving a copy of this notice.

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

MISSOURI COLLATERAL PROTECTION INSURANCE DISCLOSURE

Borrower Name(s):

Broker/Lender:

Property Address:

Date:

Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

I/We have read the above disclosure and acknowledge receiving a copy by signing below.

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

MISSOURI
Choice of Insurance Notice

Loan Number:

Date:

Borrower:

Property Address:

Lender:

The Missouri Rev. Stat. Section 375.937(3), requires that you receive written notification of your right to select insurance of your choice.

Shall not require that you, upon financing the purchase of real property or lending money on the security of real property, as a condition precedent, concurrent or subsequent to financing the purchase of such property or renewal or extension to lending money upon the security of a mortgage thereon, negotiate any policy of insurance or renewal thereof through a particular insurer, agent, solicitor or broker.

The lender reserves the right to approve or disapprove an insurer selected based on reasonable standards, such as financial soundness, services of insurer and required coverage.

Your acknowledgment below signifies that written notice was provided to you pursuant to the state statute.

Borrower

Borrower

Borrower

Borrower

MISSOURI LOAN BROKERAGE AGREEMENT AND LOAN BROKERAGE DISCLOSURE STATEMENT

Borrower Name(s): _____

Broker: _____

Property Address: _____

License Number: _____

Date: _____

Loan Terms:

Loan Amount: _____

Interest Rate: _____

Sales Price: _____

Term (in Months): _____

Term of Agreement: _____

Appraised Value: _____

Loan Type: _____ Fixed _____ ARM (type _____) _____ GPM _____
Lien Type: _____ First _____ Second _____ Third _____

Other _____

Other _____

_____ There is a Prepayment Penalty

_____ There will be a balloon payment

Loan Fee: _____

(_____) _____ % of the principal balance of the loan obtained.

Loan Brokerage Agreement

(Title 4 CSR 140-30.080(1))

UPON REQUEST A COPY OF THE FOLLOWING AGREEMENT SHALL BE MADE AVAILABLE TO THE BORROWER OR THE BORROWER'S ATTORNEY FOR REVIEW PRIOR TO SIGNING

1. The Borrower grants to the Broker exclusive right to negotiate a mortgage loan on behalf of the Borrower with the lenders which have correspondent agreements with Broker for the Term of Agreement.
2. The Borrower agrees to complete all information and to provide all information requested by the Broker or lender in order to complete the Borrower's application for a mortgage loan.
3. The Broker agrees to exert their best efforts to obtain a mortgage loan commitment for the Borrower.
4. The Borrower agrees to pay the Broker, at the time of application, certain costs of the application which may include reimbursement to third parties for costs such as credit reports and appraisals as set forth in a separate Good Faith Estimate provided to the Borrower. The estimate of costs and the actual costs could be affected by conditions which may include, but are not limited to, an appraised value different from that estimated by the Borrower or credit obligations which the Borrower fails to report. Borrower agrees to pay other reasonable costs of the Broker in connection with the mortgage application.
5. At the time the Broker obtains a mortgage loan commitment, the Borrower agrees to pay the Loan Fee to the Broker for obtaining the mortgage loan commitment. **THE LOAN FEE IS AN OBLIGATION OF BORROWER UPON COMMITMENT, AND SHALL BE PAID AT THE TIME OF THE LOAN CLOSING OR OUT OF LOAN PROCEEDS.**
6. Once a mortgage loan commitment has been obtained, if the Borrower withdraws the application or has made material misrepresentations on the loan application or failed to provide necessary documentation for loan processing or closing, the Broker may keep all costs that have been paid by the Borrower, may collect any loan fees due and recover any additional actual costs that it has incurred, including but not limited to reasonable attorneys' fees for enforcing its rights under this Agreement.
7. The Broker agrees to provide to the borrower a Truth-in-Lending Disclosure, transfer of servicing documents, good faith estimates of closing costs, and all other documents required by state or federal law. The documents are to be provided and signed by the Borrower within three (3) days of the application.
8. This Agreement incorporates the "**Loan Brokerage Disclosure Statement**" and the "**Borrower Information Document**" given separately.
9. The Borrower authorizes the release of any and all credit information to the Broker, its agents or lenders with which the Broker has correspondent agreements. The Broker will verify the credit, employment and deposit accounts listed on the original loan application. If that information varies significantly, it may materially affect the amount of the loan (due to details which could not be known by the Broker at the time of execution of this Agreement) including but not limited to: appraised value of the Property, undisclosed credit obligation, a change in financial circumstances, or a change in available loan programs which may result in the voiding of this Agreement. Upon completion of all verifications and the Property appraisal, the Broker will submit the application information to one or more lenders for their consideration to grant a loan commitment.
10. This Loan Brokerage Agreement is the only agreement between the Borrower and the Broker, except for a Rate-Lock Fee Agreement in accordance with 4 CSR 140-30.110.

Loan Brokerage Disclosure Statement
(Title 4 CSR 140-30.080 (2))

The Borrower acknowledges by signing below that they understand the following:

1. The Broker does not make loans.
2. Actual funds are provided by another entity, which may affect availability of funds.
3. Name(s) in which Broker has operated under during preceding ten (10) years:

4. Name(s) of any parent or affiliated companies:

5. Broker is a: Individual Corporation
 Partnership Association

6. The Broker: Brokers loans to only one (1) entity.
 Brokers loans to more than one (1) entity.

**THE UNDERSIGNED APPLICANT HAS READ AND UNDERSTAND THE ABOVE LOAN
BROKERAGE DISCLOSURE STATEMENT OR HAS HAD THE CONTENTS EXPLAINED BY
SOMEONE NOT CONNECTED WITH THE BROKER.**

The undersigned Borrower has read and acknowledged receipt of the **Loan Brokerage Agreement** and the **Loan Brokerage Disclosure Statement**. This Agreement has been executed on the same date written below by the Borrower and the **Broker**.

Borrower _____ Date _____ Borrower _____ Date _____

BROKER:

BY: _____ Date _____
 Its Authorized Representative _____ Date _____