

Form **4506-T**

**Request for Transcript of Tax Return**

(Rev. January 2009)

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

OMB No. 1545-1872

Department of the Treasury  
Internal Revenue Service

**TIP:** Use 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.

**1a** Name shown on tax return. If a joint return, enter the name shown first. **1b** First social security number on tax return or employer identification number (see instructions)

**2a** If a joint return, enter spouse's name shown on tax return **2b** Second social security number if joint tax return

**3** Current name, address (including apt., room, or suite no.), city, state, and ZIP code

**4** Previous address shown on the last return filed if different from line 3

**5** 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: DO NOT SIGN this form if a third party requires you to complete Form 4506, and lines 6 and 9 are blank.**

**6** Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request.

**a** Return Transcript, which includes most of the line items of a tax return as filed with the IRS. Transcripts are only 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. Most requests will be processed within 10 business days.

**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. Most requests will be processed within 30 calendar days.

**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. Most requests will be processed within 30 calendar days.

**7** Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Most requests will be processed within 10 business days.

**8** 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 2006, filed in 2007, will not be available from the IRS until 2008. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days.

**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.

**9** 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. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

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

**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 (\_\_\_\_) \_\_\_\_\_

**Sign Here**

Title (if line 1a above is a corporation, partnership, estate, or trust)

Spouse's signature

Date

**For Privacy Act and Paperwork Reduction Act Notice, see page 2.**

Cat. No. 37667N

Form **4506-T** (Rev. 1-2009)

Calyx Form - tax4506t1.fm (04/08)

## General 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.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for Individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAVS teams, send your request to the team based on the address of your most recent return.

**Note:** You can also call 1-800-829-1040 to request a transcript or get more information.

## Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	RAVS Team Stop 679 Andover, MA 05501
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362
Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAVS Team Stop 6716 AUSC Austin, TX 73301
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Iowa, Kansas, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAVS Team Stop 37106 Fresno, CA 93888
Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia	RAVS Team Stop 6705-B41 Kansas City, MO 64999
	816-292-6102

## Chart for all other transcripts

If you lived in or your business was in:

Mail or fax to the "Internal Revenue Service" at:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Missouri, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409
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	RAVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250
	801-620-6922

**Line 1b.** Enter your employer identification number (EIN) 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.

**Line 6.** Enter only one tax form number per request.

**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 9.

**All others.** See Internal Revenue Code 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 other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies 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, 12 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 Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-65526, Washington, DC 20224. Do not send the form to this address. Instead see *Where to file* on this page.

# MORTGAGE LOAN ORIGINATION AGREEMENT

(Warning to Broker: The content of this form may vary depending upon the state in which it is used.)

You

Agreement with **REAL ESTATE FINANCIAL SERVICES**

agree to enter into this Mortgage Loan Origination

residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with

**REAL ESTATE FINANCIAL SERVICES**

on

We are licensed as a "Mortgage Broker" under

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

- \* We are acting as an independent contractor and not as your agent.
- \* We will enter into separate independent contractor agreements with various lenders.
- \* While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

**SECTION 2. OUR COMPENSATION.** The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate.

- \* The retail price we offer you - your interest rate, total points and fees - will include our compensation.
- \* In some cases, we may be paid all of our compensation by either you or the lender.
- \* Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- \* Also, in some cases, if you would rather pay less up front, you may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender.

We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

By signing below, the mortgage loan originator and mortgage loan applicant(s) acknowledge receipt of a copy of this signed Agreement.

**MORTGAGE LOAN ORIGINATOR**

**APPLICANT(S)**

**REAL ESTATE FINANCIAL SERVICES**

Company Name

Applicant Name(s)

**2316 Orchard Parkway #210**

Address

Address

**Tracy, CA 95377**

City, State, Zip

City, State, Zip

**800-732-5414 / 209-879-0260**

Phone/Fax

Borrower Signature

Date

Broker or Authorized Agent Signature

Date

Co-Borrower Signature

Date

# Borrower Signature Authorization

**Privacy Act Notice:** This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

## Part I - General Information

1. Borrower	2. Name and address of Lender/Broker <b>REAL ESTATE FINANCIAL SERVICES</b> <b>2316 Orchard Parkway #210</b> <b>Tracy, CA 95377</b> <b>TEL: 800-732-5414 FAX: 209-879-0260</b>
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3. Date	4. Loan Number
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## Part II - Borrower Authorization

I hereby authorize the Lender/Broker to verify my past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender/Broker to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan.

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

## 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

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: **REAL ESTATE FINANCIAL SERVICES**  
APPLICATION NO: **2316 Orchard Parkway #210**  
**Tracy, CA 95377**  
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 :

I/we received a copy of this notice.

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

# Customer Identification Documentation Patriot Act

The USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies every customer. Completion of this documentation is required in order to comply with the USA Patriot Act. A completed copy of this information must be retained with the loan file.

Application Number \_\_\_\_\_ Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Present Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

## Primary Identification Documentation

Document Type \_\_\_\_\_ Other Document Type \_\_\_\_\_

Document Number \_\_\_\_\_

Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Issued by \_\_\_\_\_

## Secondary Identification Documentation

Document Type \_\_\_\_\_ Other Document Type \_\_\_\_\_

Document Number \_\_\_\_\_

Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Issued by \_\_\_\_\_

## Discrepancies and Resolution

Completed by \_\_\_\_\_

# Customer Identification Documentation Patriot Act

The USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies every customer. Completion of this documentation is required in order to comply with the USA Patriot Act. A completed copy of this information must be retained with the loan file.

Application Number \_\_\_\_\_ Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Present Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

## Primary Identification Documentation

Document Type \_\_\_\_\_ Other Document Type \_\_\_\_\_

Document Number \_\_\_\_\_

Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Issued by \_\_\_\_\_

## Secondary Identification Documentation

Document Type \_\_\_\_\_ Other Document Type \_\_\_\_\_

Document Number \_\_\_\_\_

Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Issued by \_\_\_\_\_

## Discrepancies and Resolution

Completed by \_\_\_\_\_

# 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.**

#### REAL ESTATE FINANCIAL SERVICES

Name

Company Name

Address

2316 Orchard Parkway #210

City, State, Zip

Tracy CA, 95377

Phone#

800-732-5414

Loan #

Phone #

Borrower's Signature

Date

Co-Borrower's Signature

Date

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

APPLICATION NO:

PROPERTY ADDRESS:

If you would like a copy of the appraisal report, contact:

**REAL ESTATE FINANCIAL SERVICES**  
**2316 Orchard Parkway #210**  
**Tracy, CA 95377**

Applicant	Date	Applicant	Date
Applicant	Date	Applicant	Date

## Real Estate Agency Disclosure

When you begin discussions with a California Department of Real Estate License Agent regarding a real estate mortgage lending transaction, you should understand what type of agency relationship you have with that agent. A Mortgage Broker acts as the agent for the borrower in the mortgage loan transaction and may act as the limited agent of the lender for certain purposes including, but not limited to, making disclosures, ordering appraisal and credit reports, and assembling underwriting information. The brokerage has the following affirmative obligations:

**To the Borrower:**

1. Fiduciary responsibility of the utmost care, integrity, honesty, and loyalty in dealing with the borrower.

**To the Borrower and the Lender:**

1. Fiduciary responsibility of the utmost care, integrity, honesty, and loyalty in dealing with the borrower and the lender.
2. Diligent exercise of reasonable skill and care in performances of the agent's duties.
3. A duty of honesty and fair dealing and good faith.
4. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property and/or credit risk of the transaction that are not known to or within the diligent attention and observation of the parties.

The above duties of the agent in this transaction do not relieve you from the responsibility to protect your own interests. You should carefully read all agreements to assure that they adequately express your understanding of this transaction. A Mortgage Broker is a person qualified to advise about real estate loan transactions. If legal or tax advice is desired, consult a professional in those fields.

**REAL ESTATE FINANCIAL SERVICES** is a California Department of Real Estate Licensed Brokerage, license number . The California Department of Real Estate license information phone number is 916-227-0770 and Fax number is 916-227-0777.

**REAL ESTATE FINANCIAL SERVICES**  
2316 Orchard Parkway #210  
Tracy, CA, 95377  
(P) 800-732-5414  
(F) 209-879-0260

I/We acknowledge receipt of a copy of this agency disclosure statement.

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

\_\_\_\_\_  
Signature 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.

# DISCLOSURE NOTICES

Date:

Applicant(s):

Property Address:

## 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

## NOTICE TO THE HOME LOAN APPLICANT CREDIT SCORE INFORMATION DISCLOSURE

APPLICANT(S) NAME AND ADDRESS	LENDER NAME AND ADDRESS (ORIGINATOR):  <b>REAL ESTATE FINANCIAL SERVICES</b> 2316 Orchard Parkway #210 Tracy, CA 95377 (P) 800-732-5414, (F) 209-879-0260
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In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

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

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

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

If you have questions concerning the terms of the loan, contact the lender.

The consumer reporting agencies listed below provided a credit score that was used in connection with your home loan application.

Consumer Reporting Agency	Borrower: Score: _____ Created: _____ Factors	Co-Bnr: Score: _____ Created: _____ Factors
Model Used:  _____  Range of Possible Scores _____ to _____		

Consumer Reporting Agency	Borrower:	Co-Bw:
Model Used: _____ Range of Possible Scores _____ to _____	Score: _____ Created: _____ Factors: _____	Score: _____ Created: _____ Factors: _____
Model Used: _____ Range of Possible Scores _____ to _____	Score: _____ Created: _____ Factors: _____	Score: _____ Created: _____ Factors: _____

I/We have received a copy of this disclosure.

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

# SERVICING DISCLOSURE STATEMENT

Lender: REAL ESTATE FINANCIAL SERVICES  
2316 Orchard Parkway #210  
Tracy, CA 95377

Date:

**NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.**

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

## **Transfer practices and requirements**

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

## **Complaint Resolution**

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, then your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

## **Damages and Costs**

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

**Servicing Transfer Estimates**

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:
- A.  We may assign, sell or transfer the servicing of your loan while the loan is outstanding.

We are able to service your loan, and we  
 will service your loan.  
 will not service your loan.  
 haven't decided whether to service your loan.

- B.  We do not service mortgage loans  and we have not serviced mortgage loans in the past three years.  
We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

2. For all mortgage loans that we make in the 12 month period after your mortgage loan is funded, we estimate that the percentage of such loans for which we will transfer servicing is between:

\_\_\_\_\_ 0 to 25%      \_\_\_\_\_ 26 to 50%      \_\_\_\_\_ 51 to 75%      \_\_\_\_\_ 76 to 100%

This estimate  does  does not include assignments, sales or transfers to affiliates or subsidiaries.

This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. A.  We have previously assigned, sold, or transferred the servicing of mortgage loans.

- B.  This is our record of transferring the servicing of mortgage loans we have made in:

Year	Percentage of Loans Transferred
	%
	%
	%

This information  does  does not include assignments, sales or transfers to affiliates or subsidiaries.

**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