

LOAN APPLICATION RULES AND PROCEDURES

In having applied for a real estate loan through *FiQuest Mortgage*, I acknowledge, understand and agree to the following:

1. *FiQuest Mortgage* is acting as my agent and not the agent of any prospective lender. *FiQuest Mortgage's* ability to provide me with a loan is strictly conditional upon the lender's willingness or ability to make available such loan to me, and the lender's willingness or ability to conclude the loan after my loan request has been approved;
2. I fully understand that it is a Federal crime, punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014. All facts, information or documentation which I provide *FiQuest Mortgage* on the loan application or otherwise in connection with requesting or obtaining my loan will be true, accurate and correct and may be fully relied upon by *FiQuest Mortgage* and the lender;
3. *FiQuest Mortgage* is obligated under agreements with various lenders or under law to disclose to applicable lenders all information, facts and documents gathered from any source which bear on the value or status of the property (which is the subject of my loan) or my creditworthiness or my ability to repay the loan. Therefore, by signing below, I authorize *FiQuest Mortgage* to make any and all such disclosures;
4. The signing of the loan application form and/or any related documents in connection with my request for a loan does not constitute a commitment on *FiQuest Mortgage's* part to grant me such a loan;
5. The interest rate on the loan will be determined by the lender, either by an advance lock, or at the time of loan approval, and may be higher or lower than today's current market rate;
6. All terms and conditions of my loan including the interest rate of the loan described to me are based upon information or commitments provided by prospective lenders and does not in any way bind *FiQuest Mortgage* to provide such loan to me upon the terms or conditions described;
7. Appraisal, credit reports and title costs are my responsibility, and if I cancel this loan request I understand that these fees will be paid as required or reimbursed to *FiQuest Mortgage* if already incurred. Escrow costs that may have been incurred will be paid by me and I am entitled to a copy of my appraisal report once payment has been received.
8. It is understood that *FiQuest Mortgage* and its agents or employees are not acting in the capacity of an attorney, nor are they acting in the capacity of a tax advisor. If I have any questions concerning the legal sufficiency, legal effect or tax consequences of the mortgage documents or the transaction related thereto, I will consult with my Attorney or Accountant;
9. All charges associated with the funding of this loan request will be estimated and disclosed to me by *FiQuest Mortgage* in a Lender's Good Faith Estimate in compliance with Federal and state law . I understand and agree that a portion of the loan origination fees as set forth in the Good Faith Estimate and as authorized by the lender will be payable directly to *FiQuest Mortgage* in exchange for the services provided me.

I have read the above loan application rules and procedures set forth by *FiQuest Mortgage* and acknowledge that I understand and agree to them.

Borrower's Signature

Borrower's Signature

Date

Date

AUTHORIZATION TO OBTAIN CREDIT INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from ***FiQuest Mortgage***. As part of the application process, ***FiQuest Mortgage*** may verify information in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to ***FiQuest Mortgage***, and to any investor to whom ***FiQuest Mortgage*** may sell my/our mortgage, any and all information and documentation that they request. Such information includes but is not limited to, employment history and income; bank, money market, and similar account balances; consumer credit balances, payments and history; including mortgage payment records and balances and copies of income tax returns. ***FiQuest Mortgage*** or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
3. A photographic or carbon copy of this authorization (being a photographic or carbon copy of the signature (s) of the undersigned) may be deemed to be the equivalent of the original and may be used as a duplicate of the original.

Your prompt reply will help expedite my real estate transaction, thank you.

_____/_____
Name: Printed Signature Social Security Number

Current Address: _____

Previous Address: _____
(If less than 2 years) _____

_____/_____
Name: Printed Signature Social Security Number

Current Address: _____

Previous Address: _____
(If less than 2 years) _____

EQUAL CREDIT OPPORTUNITY NOTICE

THE EQUAL OPPORTUNITY ACT, 15 U.S.C., 1691 ET SEQ. , PROHIBITS DISCRIMINATION AGAINST CREDIT APPLICANTS ON THE BASIS OF SEX AND MARITAL STATUS. BEGINNING MARCH 23, 1977, THE ACT EXTENDS THIS PROTECTION TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE, WHETHER ALL OR PART OF THE APPLICANT'S INCOME IS DERIVED FROM ANY PUBLIC ASSISTANCE PROGRAM, OR IF THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE APPLICANT MUST NOTE THAT THE LENDER MUST EITHER PROVIDE THE NOTICE HERE, ON AN APPLICATION FORM, OR ON SOME OTHER SEPARATE SHEET OF PAPER. THIS NOTICE PROVIDES THE NAME OF THE LENDER'S SUPERVISING AGENCY.

THE FEDERAL AGENCY WHICH ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS FIRM IS THE:

**FEDERAL TRADE COMMISSION
PENNSYLVANIA & 6TH STREET, N.W.
WASHINGTON, DC 20580**

ACKNOWLEDGMENT OF RECEIPT

I (WE) RECEIVED A COPY OF THIS EQUAL CREDIT OPPORTUNITY NOTICE:

Borrower's Signature

Borrower's Signature

Date

Date

PLEASE SIGN AND RETURN ONE, KEEP ONE FOR YOUR RECORDS

THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977

FAIR LENDING NOTICE

STATE OF CALIFORNIA

IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISION 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 ONE-TO-FOUR UNIT FAMILY RESIDENCES OCCUPIED BY THE OWNER AND FOR THE PURPOSE OF THE HOME IMPROVEMENT OF ANY ONE-TO-FOUR UNIT FAMILY RESIDENCE.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS, OR IF YOU WISH TO FILE A COMPLAINT, CONTACT THE MANAGEMENT OF THIS FINANCIAL INSTITUTION OR:

Department of Real Estate
320 W. 4th Street
Suite 350
Los Angeles, CA 90013-1105

Department of Real Estate
1515 Clay Street
Suite 702
Oakland, CA 94612-1402

ACKNOWLEDGMENT OF RECEIPT

I (WE) RECEIVED A COPY OF THIS FAIR LENDING NOTICE:

Borrower's Signature

Borrower's Signature

Date

Date

PRIVACY POLICY

WE COLLECT NONPUBLIC PERSONAL INFORMATION ABOUT YOU FROM THE FOLLOWING SOURCES:

- INFORMATION WE RECEIVE FROM YOU ON APPLICATIONS AND OTHER FORMS;
- INFORMATION ABOUT YOUR TRANSACTIONS WITH US, OUR AFFILIATES, OR OTHERS; AND
- INFORMATION WE RECEIVE FROM A CONSUMER REPORTING AGENCY.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS TO ANYONE, EXCEPT AS PERMITTED BY LAW.

WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION TO PROVIDE PRODUCTS OR SERVICES TO YOU. WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH FEDERAL REGULATIONS TO GUARD YOUR NONPUBLIC PERSONAL INFORMATION.

NOTICE TO THE HOME LOAN APPLICANT (Use of Credit Score)

IN CONNECTION WITH YOUR APPLICATION FOR A HOME LOAN, THE LENDER MUST DISCLOSE TO YOU THE SCORE THAT A CREDIT BUREAU 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 CREDIT BUREAU 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 CREDIT BUREAU AT THE ADDRESS AND TELEPHONE NUMBER PROVIDED WITH THIS NOTICE, OR CONTACT THE LENDER, IF THE LENDER DEVELOPED OR GENERATED THE CREDIT SCORE. THE CREDIT BUREAU 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. IF YOU HAVE QUESTIONS ABOUT YOUR CREDIT SCORES OR THE INFORMATION IN THE CREDIT REPORT FROM WHICH THE SCORES WERE COMPUTED, YOU CAN CONTACT THE CREDIT BUREAUS AT THE ADDRESSES AND PHONE NUMBERS LISTED BELOW.

Equifax (800)685-1111
P.O. Box 740258
Atlanta, GA 30374-0258

Trans Union (866)887-2673
P.O. Box 4000
Chester, PA 19016-4000

Experian (888)397-3742
P.O. Box 2104
Allen, TX 75013

Borrower's Signature

Borrower's Signature

Date

Date

MORTGAGE BROKER FEE DISCLOSURE

You have applied to us, FiQuest Mortgage, for a residential mortgage loan. We will submit your application for a residential mortgage loan to a participating lender with which Fiquest Mortgage from time to time contracts upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of the mortgage broker. This form supplements other disclosures or agreements required by law that you should receive from us concerning your application.

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

- We have separate independent contractor agreement with various lenders.
- While we seek to assist in meeting your financial needs, we do not distribute the product of all lenders or all investors in the market and cannot guarantee the lowest price or best terms available in the market.

SECTION 2. THE BROKER'S COMPENSATION. The lenders whose loan products are distributed by us 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, either you or the lender may pay us all of our compensation.
- Alternatively, both you and the lender may pay us a portion of our compensation. 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 you would rather pay less up-front, you may wish to have some or all of our fees paid directly by the lender, which will result in a higher interest rate and higher monthly loan payments than you would otherwise be required to pay.
- 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.

You may work with us to select the method in which we receive our compensation depending on your financial needs, subject to the lender's loan program requirement and credit underwriting guidelines.

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amount will be disclosed on your HUD-1 or HUD-1A Settlement Statement.

By signing below, applicants(s) acknowledge that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this document.

Date

APPLICANT(S)

X _____
Borrowers Signature

Borrower Printed Name

X _____
Co-Borrower Signature

Co-Borrower Printed Name

BROKER/LOAN OFFICER

X _____
Signature

Printed Name