



AMERIMAC[®]
Cal-West Financial Inc.

LOAN APPLICATION INSTRUCTIONS

By applying with Amerimac Cal-West Financial, you are taking the first step towards obtaining affordable home financing. Enclosed in your loan application package are the following forms for you to fill out, review, and sign:

LOAN APPLICATION.
STATE FAIR LENDING NOTICE
INFORMATION DISCLOSURE AUTHORIZATION
EQUAL CREDIT OPPORTUNITY ACT (E.C.O.A.) NOTICE
RECEIPT OF HANDBOOK AND IMPOUND NOTICE
LOAN PURPOSE LETTER *If your loan is other than a purchase.*
COPY OF APPRAISAL REPORT
SCHEDULE OF REAL ESTATE OWNED *If you own real estate other than your primary residence.*

Applying for a loan is like telling a story—your story. The more detailed information you provide, the easier it is for a lender to process your application and issue loan approval. To expedite the process, be sure to include:

- Copies of your last two years W-2 (or 1099) forms. If self-employed, include your last two years federal tax returns (all schedules, with re-signed 1040s), and a current P&L and balance sheet.
- Copies of your last 2 most current paystubs.
- Copies of your last 3 months bank statements for each bank account.
- A copy of the Purchase Contract and any Addendums. (Applies to purchases only.)
- A copy of your latest mortgage statement.
- A copy of your last Homeowners Insurance bill.

Other items may be needed (if applicable). Please include copies of:

- Rental/Lease agreements if you own any investment property;
- A short letter of explanation if you have had an employment gap in the last two years.
- Final Divorce Decrees; if divorced
- Any bankruptcy papers including final discharge.
- Gift Letters, for funds
- Front and back of Green Card if not a U.S. Citizen.
- Copies of 2 years business licenses if self-employed.

Once again, thank you for choosing Amerimac Cal-West Financial for your real estate loan. If you have any further questions, or need assistance in completing your loan application, please do not hesitate to call me.

Sincerely,

Senior Loan Officer
Amerimac Cal-West Financial Inc.

 **AMERIMAC.**
Cal-West Financial Inc.

MORTGAGE LOAN ORIGATION AGREEMENT

You (the applicant) agree to enter into this Mortgage Loan Origination Agreement with **Amerimac Cal-West Financial Inc.** as an independent contractor, in order to apply for a residential mortgage loan from a participating Lender with which we broker or sell loans, upon such terms and conditions as you may request or a Lender may require. We are licensed to act as a "Mortgage Originator" under License from the California Department of Real Estate, License #01835132

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

- We are acting as both an independent contractor and as your agent.
- We have entered into separate independent contractor agreements with various lenders.
- As we seek to assist you in meeting your financial needs in the best possible manner, the Lenders we work with are selected based on size, service, reputation, pricing, availability of loan programs, and overall ability to complete the transaction in a timely manner. We do not, however, distribute the products of every lender or investor in the market, and therefore cannot guarantee that the Lender selected represents the lowest price or most liberal terms available in the market at any given time.

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 directly by you, the borrower.
- In other cases, we may be paid all of our compensation directly by 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 have a lower interest rate, you may pay higher up-front points and/or fees. Or, in some cases, if you are willing to have a higher interest rate, you may be able to lower or eliminate your upfront points and/or fees.

We may also 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, applicant(s) acknowledge receipt of a copy of this signed Agreement.

AMERIMAC CAL-WEST FINANCIAL

APPLICANT(S)

By _____

Name

Date _____

Name



COPY OF APPRAISAL REPORT

You have the right to a copy of the appraisal report to be obtained in connection with the loan for which you are applying, provided that you have paid for, or are willing to pay for, the appraisal. If you want a copy of the appraisal report, please contact me at my office number below, or submit a written request to the following address:

**Appraisal Request
Amerimac Cal-West Financial Inc.
1725 So. Bascom Ave. #100
Campbell, CA 95008
(408) 559-4444**

Your signature below acknowledges your receipt of this notice of your right to a copy of the appraisal report. Please keep a copy of this notice with your other loan records.

BORROWER

DATE

BORROWER

DATE

 **AMERIMAC.**
Cal-West Financial Inc.

LOAN PURPOSE LETTER

— For Refinance Loans Only —

Please state the reason for this loan and your plans for any excess proceeds, if applicable:

I (we) the undersigned, acknowledge that the above statements are true and correct.

BORROWER

DATE

BORROWER

DATE



SERVICING TRANSFER DISCLOSURE STATEMENT

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RIGHTS. READ THIS STATEMENT, AND SIGN IT 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 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 date of transfer. The new loan servicer must also send you notice within 15 days after the date of the transfer. Also, a notice of prospective transfer may be provided to you at settlement (when title of your new property is transferred to you) to satisfy these requirements. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address and toll-free or collect call telephone number of the servicer, and your present servicer and your new servicer to answer your questions about the transfer of servicing. 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 loan servicer concerning the servicing of the loan, 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 your reasons for the request. Not later than 60 days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60-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.

BORROWER _____

DATE _____

BORROWER

DATE

 **AMERIMAC.**
Cal-West Financial Inc.

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 by Amerimac Cal-West Financial Inc.

The following is the best estimate of what will happen to the servicing of your mortgage loan:

We do not service mortgage loans. Due to agreements we have with certain lenders, your loan may fund in another lender's name. We will transfer the servicing of your loan directly to the lender chosen for your transaction; you will be notified at settlement regarding this transfer.

ACKNOWLEDGMENT OF MORTGAGE APPLICANT

I/We have read this disclosure form, and understand its contents, as evidences by my/our signatures (s) below.

BORROWER

DATE

BORROWER

DATE

 **AMERIMAC[®]**
Cal-West Financial Inc.

RECEIPT OF CONSUMER HANDBOOKS

Pursuant to Federal Regulations, please sign and date this document on the reverse side to acknowledge receipt of the enclosed booklets:

CONSUMER HANDBOOK ON ADJUSTABLE RATE LOANS

SETTLEMENT COSTS — A HUD GUIDE

NOTICE TO APPLICANT

Income received from alimony, child support, or separate maintenance need not be revealed unless you choose such sources to be considered as a basis for repaying this obligation. Income from these sources as well as any other source, including part-time or temporary employment, will not be discounted by the lender because of your sex or marital status; however, the lender will consider carefully the stability of all income you disclose.

In accordance with Amerimac Cal-West Financial's policy, the applicant acknowledges the following:

1. The applicant(s) shall inform Amerimac Cal-West Financial of any change occurring with respect to the applicant(s) financial obligation and/or employment status, prior to close of escrow.
2. Applicant(s) is aware that the signing by Amerimac Cal-West Financial, or its representative, or any application or related documents in connection with applicants(s) request for a loan, under no circumstances constitutes any commitment or contract between applicant(s) and Amerimac Cal-West Financial to grant this loan. Applicant(s) is also aware that the terms and conditions of the loan may be changed at any time prior to loan funding.
3. In the event of cancellation, applicant(s) may be charged a cancellation fee.
4. Any credit report and/or appraisal ordered by Amerimac Cal-West Financial on behalf of applicant(s) is the sole property of Amerimac Cal-West Financial.

ACKNOWLEDGMENT OF MORTGAGE APPLICANT

I/We have read this disclosure form, and understand its contents, as evidences by my/our signatures (s) below.

BORROWER

DATE

BORROWER

DATE

 **AMERIMAC.**
Cal-West Financial Inc.

REQUEST FOR IMPOUND ACCOUNT

Under state and federal regulations, lenders are required for certain types of loans to set up and collect monies into an impound account. The funds going into this type of account are to be used for the payment of real estate taxes and insurance. Although lenders are prohibited by Section 2954 of the California Civil Code from requiring an impound account on owner-occupied, single family residences except where specifically required by law, nonetheless, many loan customers prefer having an impound account.

ADVANTAGES TO AN IMPOUND ACCOUNT

You don't have to worry about saving money for the payment of taxes or insurance when due. The lender will have the impounded portion of your monthly payment and will pay these items for you when they fall due. The lender, through its servicing company, pays you a nominal interest income for your reserve funds.

DISADVANTAGES TO AN IMPOUND ACCOUNT

You can earn better interest by setting aside reserves monthly and depositing them into your savings account. Your monthly payment of principle and interest stays constant and no increases will incur due to increased taxes and insurance premiums.

- YES** **I / WE PREFER AN IMPOUND ACCOUNT.**
- NO** **IF THIS LOAN DOES NOT REQUIRE AN IMPOUND ACCOUNT, I / WE PREFER NOT TO HAVE ONE.**

ACKNOWLEDGMENT OF MORTGAGE APPLICANT

I/We have read this disclosure form, and understand its contents, as evidences by my/our signatures (s) below.

BORROWER

DATE

BORROWER

DATE



STATE OF CALIFORNIA FAIR LENDING NOTICE

TO: All applicants for a loan for the purchase, construction, rehabilitation, improvement, or refinance of a one-to-four unit family residence:

Under the Housing Financial Discrimination Act of 1977, it is unlawful for a financial institution to refuse to make a loan, or to offer less favorable terms than normal (such as a higher interest rate, larger down payment, or shorter maturity) based on any of the following considerations:

1. Neighborhood characteristics such as the average age of the homes or the income level in the neighborhood, except to a limited extent as necessary to avoid an unsafe and unsound business practice.
2. Race, sex, color, Religion, marital status, national origin, or ancestry.

It is also unlawful to consider in appraising a residence the racial, ethnic, or religious composition of a particular neighborhood, whether or not such composition is undergoing or is expected to undergo change.

If you wish to file a complaint, or if you have any questions about your rights, contact:

**OFFICE OF FAIR LENDING
BUSINESS & TRANSPORTATION AGENCY
1120 N STREET
SACRAMENTO, CA 95814
(916) 322-9851**

If you file a complaint, the law requires that you receive a decision within thirty days.

I (we) the undersigned, acknowledge that I (we) have read and understand the foregoing.

BORROWER

DATE

BORROWER

DATE

 **AMERIMAC[®]**
Cal-West Financial Inc.

E.C.O.A.
NOTICE TO RESIDENTIAL LOAN APPLICANT(S)

In accordance with provisions of the Federal Equal Credit Opportunity Act (15 U.S.C. 1691 at seq.) effective March 23, 1977, the following information is provided for your guidance prior to your application for a real estate loan.

1. 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 a right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this mortgage loan company is the:

**FEDERAL TRADE COMMISSION
EQUAL CREDIT OPPORTUNITY
WASHINGTON, D.C. 20580**

2. You need not disclose income from alimony, child support or separate maintenance unless you desire such income to be considered in determining creditworthiness.

3. You may be asked to answer questions regarding your race/national origin, sex, marital status, and age. You do not have to answer such questions if you do not wish to do so, but we are required to ask them for the reason that such information is being requested by the Federal Government to monitor compliance with Federal Anti-Discrimination Statutes, which statutes prohibit creditors from discriminating against applicants on those bases.

4. If a courtesy title is included in the application (such as Mr., Mrs., Ms., Miss), providing such information is optional.

I (we) the undersigned, acknowledge that I (we) have read and understand the foregoing.

BORROWER

DATE

BORROWER

DATE



INFORMATION DISCLOSURE AUTHORIZATION

TO WHOM IT MAY CONCERN:

I / We hereby authorize you to release to AMERIMAC CAL-WEST FINANCIAL Inc., or its Assigns, the following information for the purpose of verification:

- * **EMPLOYMENT HISTORY, DATES, TITLE , INCOME, HOURS, ETC.**
- * **BANKING AND SAVINGS ACCOUNTS OF RECORD**
- * **MORTGAGE LOAN RATINGS**
- * **CONSUMER CREDIT RATINGS**
- * **ANY INFORMATION DEEMED NECESSARY IN CONNECTION WITH A CONSUMER CREDIT REPORT FOR TRANSACTIONS WHICH INVOLVE REAL ESTATE**

This information is for the confidential use of Amerimac Cal-West Financial Inc. or its assigns in compiling a mortgage loan credit file for a FHA, VA, or Conventional home loan.

A copy of this authorization (being a valid copy of the signatures of the undersigned) may be used as a duplicate original.

Your prompt reply will help expedite my Real Estate transaction.

BORROWER

DATE

SOCIAL SECURITY #

CO-BORROWER

DATE

SOCIAL SECURITY #



CREDIT CARD AUTHORIZATION FORM

BORROWER: _____ RE PROPERTY: _____

I HEREBY AUTHORIZE A CHARGE AGAINST THE FOLLOWING CREDIT CARD ACCOUNT FOR ANY APPRAISAL FEES, CREDIT REPORT FEES OR OTHER COSTS INCURRED WITH REGARD TO MY MORTGAGE APPLICATION. I WILL BE GIVEN WRITTEN NOTIFICATION BY AMERIMAC CAL WEST OF ANY FEE CHARGED TO THE CREDIT CARD.

NAME SHOWN ON CARD: _____

ACCOUNT NUMBER: _____

VISA OR MASTERCARD: _____

EXPIRATION DATE: _____

CARD HOLDER'S SIGNATURE: _____

DATE: _____

Security Code _____

.....

BORROWER NAME: _____

LOAN NUMBER: _____

LOAN OFFICER: _____

BRANCH: _____

LOG IN DATE: _____