



**California Adventist Federal Credit Union**

1441 E. Chevy Chase Drive, P.O. Box 9513

Glendale, CA 91206

Phone (818) 246 - 7241

Email: [operations@cafcu.net](mailto:operations@cafcu.net)

Website: [www.cafcunet](http://www.cafcunet)

## LENDING PRODUCTS & SERVICES

**THE FOLLOWING DOCUMENTATION IS REQUIRED WITH LOAN APPLICATIONS**  
**LOAN APPLICATION IS AVAILABLE ON OUR WEBSITE [WWW.CAFCU.NET](http://WWW.CAFCU.NET)**

### **Real Estate Loan Documentation Requirements:**

- Loan Application - 1003 Form
  - NMLS#779875 / LN Officer# 2385102/1434223 + (Variable) Non-Refundable Fee
- CUNA Loan Liner
- Proof of Property Insurance
- Proof of Supplement Bill
- Proof of Income: (Per Applicant)
  - Last two (2) pay stubs
  - Last two (2) months Bank Statements
  - Most current-year filed tax returns
  - Most current copy of W2
- Copy of current lender bill, if applicable
- Appraisal Authentication Form (Order after form receipt)

# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

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1441 E CHEVY CHASE DRIVE  
GLENDALE, CA 91206  
PHONE: 818-246-7241  
FAX: 818-240-5809

NMLS# 779875 / 1434223 / 2385102

REAL ESTATE LOAN PACKET FOR:

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ACCOUNT #

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PROPERTY ADDRESS:

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# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
<b>I. TYPE OF MORTGAGE AND TERMS OF LOAN</b>			
<b>Mortgage Applied for:</b>	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other (explain): Agency Case Number Lender Case Number

Amount \$	Interest Rate %	No. of Months	<b>Amortization Type:</b> <input type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM	<input type="checkbox"/> Other (explain): <input type="checkbox"/> ARM (type):
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<b>II. PROPERTY INFORMATION AND PURPOSE OF LOAN</b>			
Subject Property Address (street, city, state & ZIP)	No. of Units		
Legal Description of Subject Property (attach description if necessary)	Year Built		
Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Refinance	<input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Other (explain):	Property will be: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost \$	Amount Existing Liens \$	(a) Present Value of Lot \$	(b) Cost of Improvements \$	Total (a + b) \$
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Complete this line if this is a refinance loan.

Year Acquired	Original Cost \$	Amount Existing Liens \$	Purpose of Refinance	Describe Improvements Cost: \$	<input type="checkbox"/> made <input type="checkbox"/> to be made
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Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in: <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)		

<b>Borrower</b>		<b>III. BORROWER INFORMATION</b>				<b>Co-Borrower</b>	
Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
<input type="checkbox"/> Married <input type="checkbox"/> Separated		<input type="checkbox"/> Unmarried (include single, divorced, widowed)		<input type="checkbox"/> Married <input type="checkbox"/> Separated		<input type="checkbox"/> Unmarried (include single, divorced, widowed)	
no.		ages		no.		ages	
Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ____No. Yrs.				Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ____No. Yrs.			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ____No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ____No. Yrs.
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<b>Borrower</b>		<b>IV. EMPLOYMENT INFORMATION</b>		<b>Co-Borrower</b>	
Name & Address of Employer <input type="checkbox"/> Self Employed		Yrs. on this job Yrs. employed in this line of work/profession	Name & Address of Employer <input type="checkbox"/> Self Employed		Yrs. on this job Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Borrower		IV. EMPLOYMENT INFORMATION (cont'd)		Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from – to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from – to)
		Monthly Income			Monthly Income
		\$			\$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from – to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from – to)
		Monthly Income			Monthly Income
		\$			\$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$	\$	\$	Rent	\$	
Overtime				First Mortgage (P&I)		\$
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$	\$	\$	Total	\$	\$

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income	Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.
B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES			
This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.			
Completed <input type="checkbox"/> Jointly <input type="checkbox"/> Not Jointly			
ASSETS		Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.	
Description	Cash or Market Value		
Cash deposit toward purchase held by:	\$		
List checking and savings accounts below		LIABILITIES	Monthly Payment & Months Left to Pay
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months
Acct. no.	\$	Acct. no.	
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months
Acct. no.	\$	Acct. no.	
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months
Acct. no.	\$	Acct. no.	

VI. ASSETS AND LIABILITIES (cont'd)					
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/Months	\$
Acct. no.	\$	Acct. no.			
Stocks & Bonds (Company name/ number & description)	\$	Name and address of Company		\$ Payment/Months	\$
		Acct. no.			
Life insurance net cash value	\$	Name and address of Company		\$ Payment/Months	\$
Face amount: \$					
Subtotal Liquid Assets	\$				
Real estate owned (enter market value from schedule of real estate owned)	\$				
Vested interest in retirement fund	\$				
Net worth of business(es) owned (attach financial statement)	\$	Acct. no.			
Automobiles owned (make and year)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:		\$	
Other Assets (itemize)	\$	Job-Related Expense (child care, union dues, etc.)		\$	
		Total Monthly Payments		\$	
Total Assets a.	\$	Net Worth (a minus b) ▶	\$	Total Liabilities b.	\$

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS				
a. Purchase price	\$	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Borrower		Co-Borrower	
b. Alterations, improvements, repairs			Yes	No	Yes	No
c. Land (if acquired separately)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Refinance (incl. debts to be paid off)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Estimated prepaid items			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Estimated closing costs			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. PMI, MIP, Funding Fee		e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Discount (if Borrower will pay)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Total costs (add items a through h)			(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)			

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS				
		If you answer "Yes" to any question a through i, please use continuation sheet for explanation.	Borrower		Co-Borrower	
			Yes	No	Yes	No
j.	Subordinate financing					
k.	Borrower's closing costs paid by Seller	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l.	Other Credits (explain)	h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m.	Loan amount (exclude PMI, MIP, Funding Fee financed)	-----				
		j. Are you a U.S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n.	PMI, MIP, Funding Fee financed	k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o.	Loan amount (add m & n)	l. Do you intend to occupy the property as your primary residence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		If Yes," complete question m below.				
p.	Cash from/to Borrower (subtract j, k, l & o from i)	m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)?	_____		_____	
		(2) How did you hold title to the home—by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	_____		_____	

### IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

**Acknowledgement.** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature <b>X</b>	Date	Co-Borrower's Signature <b>X</b>	Date
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### X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information	<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male

#### To be Completed by Loan Originator:

This information was provided:  
☐ In a face-to-face interview  
☐ In a telephone interview  
☐ By the applicant and submitted by fax or mail  
☐ By the applicant and submitted via e-mail or the Internet

Loan Originator's Signature <b>X</b>	Date
Loan Originator's Name (print or type)	Loan Originator Identifier Loan Originator's Phone Number (including area code)
Loan Origination Company's Name	Loan Origination Company Identifier Loan Origination Company's Address

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION		
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark <b>B</b> f or Borrower or <b>C</b> for Co-Borrower.	Borrower:	Agency Case Number:
	Co-Borrower:	Lender Case Number:

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

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

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### **Uniform Residential Loan Application**

The lender uses this form to record relevant financial information about an applicant who applies for a conventional one- to four-family mortgage. Roman numerals in these instructions correspond to the sections on the form.

Lenders must use the PDF dated 6/09 for mortgage loans applications taken on or after July 1, 2010.

### **Printing Instructions**

We provide Form 1003 in an electronic format that prints as a letter size document. However, lenders may print Form 1003 as a legal size document or with different fonts or margins that may affect pagination; we have no specific standards for the number or size of pages the form may have. Consequently, the number and size of pages will not affect compliance with Fannie Mae requirements pertaining to use of the Uniform Residential Loan Application, provided that the content of the form has not been materially altered. When printing this form, you must use the "shrink to fit" option in the Adobe Acrobat print dialogue box.

### **Instructions**

The lender may accept applications taken during a face-to-face interview, over the telephone, through the mail, or via the Internet. The lender should complete all blanks and attach any separate exhibits, details, or statements that are relevant to underwriting the mortgage. The borrower(s) must sign the original application at the time it is completed. If the application is taken over the telephone or via the Internet, the borrower(s) must sign the completed application as soon as possible thereafter. However, an electronic signature or facsimile of the borrower's signature is acceptable as indicated in the "Acknowledgment and Agreement" section of the application. The lender should retain the original application with the supporting information provided by the borrower(s). Before or at the loan closing, the borrower(s) must sign the final application that the lender prepares based on its verification of the information that the borrower(s) provided in the original application.

The instructions at the top of Form 1003 are consistent with the permissible inquiries that creditors are allowed to make under the Equal Credit Opportunity Act (ECOA). Although ECOA permits the lender in a community property state to obtain information regarding the liabilities of a borrower's spouse even though he or she is not applying for the mortgage and his or her income will not be considered for loan qualification purposes, we do not require the lender to obtain the information. This also means that in states where another person shares community property rights with the applicant, the lender does not need to include information on that person's liabilities if he or she is not an applicant.



**Note: The following instructions highlight certain sections of the form.**

### **Introductory Statement**

We recognize that the introductory paragraph of Form 1003 differs slightly from the introductory paragraph in the Uniform Residential Loan Application found on Freddie Mac's website, Freddie Mac Form 65. However, because we have determined that these differences are not material, Fannie Mae will deem either version to comply with our requirements for use of the Uniform Residential Loan Application.

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### **V. Monthly Income and Combined Housing Expense Information**

**Gross Monthly Income:** If the net cash flow for an investment property is a positive number, it should be listed as "net rental income." If it is a negative number, it must be included in the applicant's monthly obligations. If the property is a two- to four-unit property for which the applicant occupies one of the units as a principal residence, the monthly rental income should be listed as "net rental income."

**Combined Monthly Housing Expense:** The present monthly housing expenses for the borrower and the co-borrower should be listed on a combined basis. The proposed monthly housing expense for a two- to four-unit property in which the applicant will occupy a unit as a principal residence should reflect the monthly payment (PITIA) for the subject property. For all one- to four-unit investment properties the present monthly housing expense should reflect the applicant's principal residence.

### **VI. Assets and Liabilities**

When the borrower's and co-borrower's assets and liabilities are not sufficiently joined to make a combined statement meaningful, a separate Statement of Assets and Liabilities (Form 1003A) should be completed for the co-borrower.

### **VII. Details of Transaction**

The purchase price shown on Line "a" under the "Details of Transaction" should not include any discounts or rebates or other allowances paid or allowed to the purchaser. For refinancing, the amount being refinanced should be shown on Line "d" -- Refinance. The figure should include the total amount of all existing liens plus the costs of improvements that have been -- or will be -- made. Lines "a", "b", and "c" should not be used to describe a refinance transaction.

### **VIII. Declarations**

**Noncitizen Applicants:** If an applicant indicates in his response to Question J that he is not a U.S. citizen, and also indicates in his response to Question K that he is not a permanent resident alien, the lender may wish to ask whether he is a nonpermanent resident alien or otherwise is lawfully present in the United States.

## **X. Information for Government Monitoring Purposes**

This section is included to aid the federal government in monitoring compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. Supplying this information is strictly voluntary on the part of the applicant, but lenders should ask all applicants to provide it, including those who apply by telephone and through the Internet, and should describe the reason for collecting this data. Race and ethnicity are separate categories, and although the lender should ask applicants to furnish information for both, applicants may furnish one but not the other. Note that there is no longer a place for applicants to indicate race as "Other" but applicants may check as many races as apply.

The Home Mortgage Disclosure Act and its implementing Regulation C generally require Lenders to collect sex, race, and ethnicity data on all applications.

When an application is taken in person and an applicant elects not to provide some or all of this information, federal law requires the lender to note the applicant's sex, ethnicity, and race on the form, based on the lender's visual observation or the applicant's surname. To aid in identifying applicants who may be of Hispanic ethnicity and who elect not to self-identify, the lender may wish to consult the list of Spanish surnames developed by the U.S. Bureau of the Census. Furthermore, the lender may wish to advise the applicant that he may complete or change the information in this section after the application is approved, at any time up until closing.

### **To Be Completed By Interviewer**

The interviewer must complete this portion of the form to indicate the method used to take the application and to provide the name and telephone number of the interviewer, as well as his or her employer's name and address.

### **To Be Completed By Loan Originator (for PDF dated 06/09 for mortgage loans applications taken on or after January 1, 2010)**

The loan originator must complete this portion of the form to indicate the method used to take the application and to provide the loan originator's name, ID, and telephone number, as well as his or her employer's name, company ID, and address.

### **Continuation Sheet/Residential Loan Application**

Lenders may amend this section by including space to evidence intent to apply for joint credit. Other approaches, such as including this information on a separate document, are also acceptable to Fannie Mae, provided they meet the requirements of applicable law. Lenders should consult counsel to determine their alternatives.

### **Special Notice for Balloon Mortgages**

For each balloon mortgage, the lender must insert a special notice regarding the nature of the balloon features on Form 1003 or in a separate attachment to the form.

If an attachment is used, the borrower(s) must sign the attachment. The following language must be inserted, using capital letters:

"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR REFINANCED TO A MARKET LEVEL FIXED-RATE MORTGAGE. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY FOR THE CONDITIONAL RIGHT TO REFINANCE AS SPECIFIED IN THE NOTE ADDENDUM AND MORTGAGE RIDER. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN IF QUALIFICATION CONDITIONS ARE NOT MET. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING."

#### **For California Applications**

California Civil Code 1812.30 (j) requires that credit applications clearly specify that the applicant, if married, may apply for a separate account. This requirement is not inconsistent with the language at the beginning of Form 1003.

Lenders may revise the description of the "Married" box in Section III for Borrowers and Co-Borrowers by adding "(includes registered domestic partners)." If lenders are unable to insert the language due to the format of the form, this language may be added to the continuation sheet or included as an attachment to Form 1003.



1441 E. Chevy Chase Drive  
P.O. Box 1109, Glendale, CA 91209  
Phone (818) 246-7241

## APPLICATION

Check below to indicate the type of credit for which you are applying. Married Applicants may apply for a separate account.

**Individual Credit:** You must complete the Applicant section about yourself and the Other section about your spouse if

1. you live in or the property pledged as collateral is located in a community property state (AK, AZ, CA, ID, LA, NM, NV, TX, WA, WI)
2. your spouse will use the account, or
3. you are relying on your spouse's income as a basis for repayment. If you are relying on income from alimony, child support, or separate maintenance, complete the Other section to the extent possible about the person on whose payments you are relying.

**Joint Credit:** Each Applicant must **individually** complete appropriate section below. If Co-Applicant is spouse of the Applicant, mark the Co-Applicant box.

**Account/Loan:** ☐ Individual ☐ Joint

If this is an application for joint credit, Applicant and Co-Applicant each agree and acknowledge the intent to apply for joint credit (sign below):

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_  
**X** (Seal)

Co-Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_  
**X** (Seal)

Amount Requested \$

☐ Credit Limit Requested \$

Purpose/Collateral:

APPLICANT				OTHER <input type="checkbox"/> CO-APPLICANT <input type="checkbox"/> SPOUSE <input type="checkbox"/> GUARANTOR <input type="checkbox"/> OTHER			
NAME (Last - First - Initial)				NAME (Last - First - Initial)			
ACCOUNT NUMBER		SOCIAL SECURITY NUMBER/INDIVIDUAL TAX ID NUMBER		ACCOUNT NUMBER		SOCIAL SECURITY NUMBER/INDIVIDUAL TAX ID NUMBER	
BIRTH DATE		EMAIL ADDRESS		BIRTH DATE		EMAIL ADDRESS	
HOME PHONE		CELL PHONE		HOME PHONE		CELL PHONE	
BUSINESS PHONE/EXT.				BUSINESS PHONE/EXT.			
DRIVER'S LICENSE NUMBER/STATE		AGES OF DEPENDENTS		DRIVER'S LICENSE NUMBER/STATE		AGES OF DEPENDENTS	
PRESENT ADDRESS (Street - City - State - Zip)		<input type="checkbox"/> OWN <input type="checkbox"/> RENT LENGTH AT RESIDENCE		PRESENT ADDRESS (Street - City - State - Zip)		<input type="checkbox"/> OWN <input type="checkbox"/> RENT LENGTH AT RESIDENCE	
PREVIOUS ADDRESS (Street - City - State - Zip)		<input type="checkbox"/> OWN <input type="checkbox"/> RENT LENGTH AT RESIDENCE		PREVIOUS ADDRESS (Street - City - State - Zip)		<input type="checkbox"/> OWN <input type="checkbox"/> RENT LENGTH AT RESIDENCE	
MORTGAGE/RENT OWED TO				MORTGAGE/RENT OWED TO			
MORTGAGE BALANCE \$		MONTHLY PAYMENT \$		INTEREST RATE %			
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)				COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)			
EMPLOYMENT/INCOME				EMPLOYMENT/INCOME			
EMPLOYMENT STATUS <input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME HOURS PER WEEK				EMPLOYMENT STATUS <input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME HOURS PER WEEK			
START DATE:				START DATE:			
NAME AND ADDRESS OF EMPLOYER				NAME AND ADDRESS OF EMPLOYER			
<b>NOTICE:</b> ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.				<b>NOTICE:</b> ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.			
EMPLOYMENT INCOME PER \$		OTHER INCOME PER \$		EMPLOYMENT INCOME PER \$		OTHER INCOME PER \$	
TITLE/GRADE		SOURCE		TITLE/GRADE		SOURCE	
PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN TWO YEARS				PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN TWO YEARS			
STARTING DATE		ENDING DATE		STARTING DATE		ENDING DATE	
<b>MILITARY:</b> IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO WHERE ENDING/SEPARATION DATE				<b>MILITARY:</b> IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO WHERE ENDING/SEPARATION DATE			
REFERENCE				REFERENCE			
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU				NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU			
RELATIONSHIP		HOME PHONE		RELATIONSHIP		HOME PHONE	

WHAT YOU OWE						
DEBT	CREDITOR NAME OTHER THAN THIS CREDIT UNION (Attach additional sheet(s) if necessary)	INTEREST RATE	PRESENT BALANCE	MONTHLY PAYMENT	OWED BY	
					APPLICANT	OTHER
<input type="checkbox"/> RENT		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> FIRST MORTGAGE (Incl. Tax & Ins.)		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		%	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
LIST ANY NAMES UNDER WHICH YOUR CREDIT REFERENCES AND CREDIT HISTORY CAN BE CHECKED:		<b>TOTALS</b>	\$	\$		

WHAT YOU OWN						
ASSET DESCRIPTION	LIST LOCATION OF PROPERTY OR FINANCIAL INSTITUTION	MARKET VALUE	PLEGDED AS COLLATERAL FOR ANOTHER LOAN	OWNED BY		
				APPLICANT	OTHER	
		\$	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	

OTHER INFORMATION ABOUT YOU	IF YOU ANSWER "YES" (BY CHECKING THE BOX) TO ANY QUESTION OTHER THAN #1, EXPLAIN ON AN ATTACHED SHEET	APPLICANT	OTHER
1. ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?		<input type="checkbox"/>	<input type="checkbox"/>
2. DO YOU CURRENTLY HAVE ANY OUTSTANDING JUDGMENTS OR HAVE YOU EVER FILED FOR BANKRUPTCY, HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13, HAD PROPERTY FORECLOSED UPON OR REPOSSESSED IN THE LAST SEVEN YEARS, OR BEEN A PARTY IN A LAWSUIT?		<input type="checkbox"/>	<input type="checkbox"/>
3. IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?		<input type="checkbox"/>	<input type="checkbox"/>
4. ARE YOU A CO-MAKER, CO-SIGNER OR GUARANTOR ON ANY LOAN NOT LISTED ABOVE? FOR WHOM (Name of Others Obligated on Loan):		<input type="checkbox"/>	<input type="checkbox"/>
TO WHOM (Name of Creditor):			

STATE LAW NOTICE(S)					
<p><b>Notice to Nebraska Residents:</b> A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.</p> <p><b>Notice to Ohio Residents:</b> The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.</p> <p><b>Notice to Wisconsin Residents:</b> (1) No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened. (2) Please sign if you are not applying for this account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.</p>					
<table border="1"> <tr> <td>Signature for Wisconsin Residents Only</td> <td>Date</td> </tr> <tr> <td><b>X</b></td> <td>(Seal)</td> </tr> </table>		Signature for Wisconsin Residents Only	Date	<b>X</b>	(Seal)
Signature for Wisconsin Residents Only	Date				
<b>X</b>	(Seal)				

SIGNATURES									
<p>By signing or otherwise authenticating below, you promise that everything you have stated in this application is correct to the best of your knowledge, and that the above information is a complete listing of what you owe. If there are any important changes you will notify us in writing immediately. You authorize California Adventist Federal Credit Union to obtain credit reports in connection with this application for credit and for any update, increase, renewal, extension, or collection of the credit received and for other accounts, products, or services we may offer you or for which you may qualify. You understand that the Credit Union will rely on the information in this application and your credit report to make its decision. If you request, the Credit Union will tell you the name and address of any credit bureau from which it received a credit report on you. It is a crime to willfully and deliberately provide incomplete or incorrect information in this application.</p>									
<table border="1"> <tr> <td>Applicant's Signature</td> <td>Date</td> <td>Other Signature</td> <td>Date</td> </tr> <tr> <td><b>X</b></td> <td>(Seal)</td> <td><b>X</b></td> <td>(Seal)</td> </tr> </table>		Applicant's Signature	Date	Other Signature	Date	<b>X</b>	(Seal)	<b>X</b>	(Seal)
Applicant's Signature	Date	Other Signature	Date						
<b>X</b>	(Seal)	<b>X</b>	(Seal)						

CREDIT UNION USE ONLY				
DATE	<input type="checkbox"/> APPROVED	APPROVED LIMITS: SIGNATURE	LINE OF CREDIT	OTHER
	<input type="checkbox"/> DECLINED <small>(Adverse Action Notice Sent)</small>	\$	\$	\$
		DEBT RATIO/SCORE: BEFORE	AFTER	
LOAN OFFICER COMMENTS:				
<div>Credit Committee or Loan Officer Signatures</div> <div>X</div>		<div>Date</div> <div>(Seal)</div>	<div>Credit Committee or Loan Officer Signatures</div> <div>X</div>	
		<div>Date</div> <div>(Seal)</div>		

# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

## **BORROWER'S SIGNATURE AUTHORIZATION**

### **Loan Information:**

Date Prepared: \_\_\_\_\_

Application Number: \_\_\_\_\_

Applicant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lender: CALIFORNIA ADVENTIST FCU

Lender Address: 1441 E CHEVY CHASE DRIVE, GLENDALE, CA 91206

Lender NMLS #: 779878 / 1434223 / 2385102

### **BORROWER'S AUTHORIZATION:**

- I/We have applied for a mortgage loan from the Lender. As part of the application process, the Lender may verify the information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as a part of its quality control program.
- I/We extend the authorization to the lender for any and all information and documentation that they request and is/are required to process my mortgage loan application. Such information includes, but is not limited to, past and present employment earnings records, bank accounts, stock holding, and other assets' balances, as well as copies of tax returns.
- I/We authorize the lender to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references.
- The Lender may address this authorization to any party named in the loan application.
- It is understood that a copy of this authorization may be accepted as an original.
- I/We authorize the Lender to use the information obtained only for the processing of my application for a mortgage loan.

\_\_\_\_\_  
APPLIANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-APPLICANT'S SIGNATURE (if applicable)

\_\_\_\_\_  
DATE

# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

## **APPRAISAL DISCLOSURE**

### **Loan Information:**

Date Prepared:

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Borrower/s:

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Property Address:

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You have a right to a copy of the appraisal report obtained in connection with the loan for which you are applying, provided that the appraisal has been paid in full. If you wish for a copy, please provide us with a written request at the mailing address above.

---

BORROWER'S SIGNATURE

---

DATE

---

CO-BORROWER'S SIGNATURE (*if applicable*)

---

DATE



# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

## **NOTICE TO THE HOME LOAN APPLICANT**

In connection with your application for a home loan, CAFCU (lender), must disclose to you the credit bureau distributed to users and the lender 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 be able to 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.

By signing below, applicants acknowledge receipt of the above Credit Score Disclosure.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
BORROWER NAME

\_\_\_\_\_  
BORROWER SIGNATURE

\_\_\_\_\_  
CO-BORROWER NAME

\_\_\_\_\_  
CO-BORROWER SIGNATURE

**Experian**  
PO BOX 2002  
Allen, TX 75013  
800-397-3742

**Equifax**  
PO BOX 740241  
Atlanta, GA 39374  
800-685-1111

**Transunion**  
PO BOX 1000  
Chester, PA 19022  
800-888-4213

# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

## **LOAN SERVICING DISCLOSURE STATEMENT**

Lender: CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

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

**NOTICE TO MORTGAGE APPLICANT: THE RIGHT TO COLLECT YOUR MORTGAGE PAYMENTS MAY BE TRANSFERRED.** FEDERAL LAW GIVES YOU CERTAIN RELATED 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. c2601 et. Seq.), you have certain rights under this 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 Servicer.

“Servicing” refers to collecting your principal, interest, and escrow account payments, if any. If your Loan Services change, 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 for that transfer. The present Loan Servicer must send you notice in writing the assignment, sale, or transfer of the servicing not less than 15 days before the effective date of the transfer. the new Loan Service must also send you a notice within 15 days after the effective date of the transfer. The present Servicer and the new Service 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 the transfer) for the Servicer 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 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 about 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.

**Complain Resolution:**

Section 6 of RESP A (12 U.S.C. s605) 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 your loan, your Servicer must provide you a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is 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 business days after receiving the 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, excluding public holidays (State or Federal), Saturday and Sunday.

**Damages and Costs:**

Section 6 of RESP A also provides for damages and costs for individuals or classes of individuals in circumstances where the Servicer is shown to have violated the requirements of that section.

**Servicing Transfer Estimated by Lender:**

The following is the best estimate of what will happen to the servicing of your mortgage loan: *(choose one)*

☐ We do not service mortgage loans. We intend to assign, sell, or transfer the servicing of your loan to another party. You will be notified at a settlement regarding the Servicer.

☐ We are unable to service this loan. However, that may change in the future. For all the loans that we make in the 12-month period after your loan is funded, we estimate that the chances that we will transfer the servicing of those loans is between 60% and 80%. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

**This is our record of transferring the servicing of the loans we have made in the past:**

YEAR	% OF LOANS TRANSFERRED
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
LENDERS AUTHORIZED REPRESENTATIVE	DATE

**ACKNOWLEDGEMENT OF MORTGAGE APPLICANT**

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

\_\_\_\_\_  
BORROWER'S NAME

\_\_\_\_\_  
BORROWER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-BORROWER'S NAME

\_\_\_\_\_  
CO-BORROWER'S SIGNATURE

\_\_\_\_\_  
DATE

# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977

## **FAIR LENDING NOTICE**

**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, domestic partnership, 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 the Bureau of Real Estate at one of the following locations:*

2550 Mariposa Mall, Suite 3070; Fresno, CA 93721-2273

1651 Exposition Boulevard; Sacramento, CA 95815

320 W. 4th Street, Suite 350; Los Angeles, CA 90013-1105

P.O. Box 137000; Sacramento, CA 95813-7000

1515 Clay Street, Suite 702; Oakland, CA 94612-1462

1350 Front Street, Suite 1063; San Diego, CA 92101-3687

### **ACKNOWLEDGEMENT OF RECEIPT**

*I (we) received a copy of this notice.*

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

# **CALIFORNIA ADVENTIST FEDERAL CREDIT UNION**

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

We do Business in accordance with Federal Fair Lending Laws.

**UNDER THE FEDERAL FAIR HOUSING ACT, IT IS ILLEGAL, ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, HANDICAP, OR FAMILIAL STATUS (HAVING CHILDREN UNDER THE AGE OF 18), TO:**

Deny a loan for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to deny any loan secured by a dwelling; or

Discriminate in fixing the amount, interest rate, duration, application procedures, or other terms or conditions of such a loan, or in appraising property.

**IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, YOU SHOULD SEND A COMPLAINT TO:**

**Assistant Secretary for Fair Housing and Equal Opportunity**

Department of Housing and Urban Development

Washington, DC 20410

*( For processing under the Federal Fair Housing Act )*

&

**National Credit Union Administration**

**Office of Examination and Insurance**

1775 Duke Street

Alexandria, VA 22314-3428

*( For Processing under NCUA Regulations )*

**UNDER THE EQUAL CREDIT OPPORTUNITY ACT, IT IS ILLEGAL TO DISCRIMINATE IN ANY CREDIT TRANSACTION:**

- On the basis of race, color, national origin, religion, sex, marital status, or age;
- Because income is from public assistance; or
- Because a right has been exercised under the Consumer Credit Protection Act.

**IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, YOU SHOULD SEND A COMPLAINT TO:**

**National Credit Union Administration**

**Office of Examination and Insurance**

1775 Duke Street

Alexandria, VA 22314-3428

# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

## **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 your 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 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 creditworthiness;
- Public sources. This information may include real estate records, employment records, telephone 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 notifications 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.*

Borrower's Name: \_\_\_\_\_

Borrower's Signature: \_\_\_\_\_

Co-Borrower's Signature: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Loan #: \_\_\_\_\_

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

# MORTGAGE LOAN DISCLOSURE STATEMENT (RE882)

*(Informational Sheet When to Use This Form)*

**Traditional Loan Products:** This form may be used when the loan product being offered to the consumer DOES NOT allow the borrower to defer repayment of principal or interest. Each payment includes the full amount of interest and principal due for that installment.

THIS FORM CANNOT BE USED FOR LOAN PRODUCTS THAT ALLOW THE BORROWER TO DEFER REPAYMENT OF INTEREST OR PRINCIPAL AND ARE SECURED BY A 1 -4 UNIT RESIDENTIAL PROPERTY. FOR THOSE LOANS THE MORTGAGE LOAN DISCLOSURE STATEMENT/GOOD FAITH ESTIMATE -NONTRADITIONAL MORTGAGE PRODUCT (ONE TO FOUR UNIT RESIDENTIAL UNITS) - RE885 MUST BE USED. REFER TO THE DEFINITION OF A NONTRADITIONAL MORTGAGE PRODUCT IN COMMISSIONER'S REGULATION 2842 AVAILABLE ON THE DRE WEBSITE AT WWW.DRE.CA.GOV.

**Secured by Real Property:** This form may be used when the loan is secured by real property (raw or unimproved land or parcels, commercial, multi-family, 1 to 4-unit residential, or any other interest in real property).

## **TIPS ON COMPLETING THIS FORM**

Section I (B) ( 4) - **Additional Compensation** - This section is completed to disclose any compensation received by the broker from a lender in the form of a yield/spread premium, service release premium or any other rebate or compensation.

Section II (A)- **Proposed Loan Information** - The form contains four (4) boxes for the purpose of providing loan terms and information to the consumer. Depending on the loan product being offered to the consumer, select the appropriate box and complete the information specified in that box. The Real Estate Law requires the disclosure of all material terms of the loan. In situations where the proposed loan terms cannot be accommodated in one of the four ( 4) boxes, an addendum, signed and dated by the borrower(s) and the broker (or broker's representative), should be attached to the form. The addendum must include all material information on the proposed loan. A real estate broker who wishes to use a form other than the approved RE882 must obtain the prior written approval of the Department.

**IF THE LOAN PRODUCT IS A NONTRADITIONAL MORTGAGE LOAN PRODUCT THE RE885 MUST BE USED.**

- Other than the non-applicable boxes in Section II, do not leave any lines or spaces blank.
- After completion, the form must be signed by the broker or broker's representative and provided to the borrower within THREE (3) days of receiving the Borrower's completed written loan application.
- A copy of the form signed by the Borrower must be retained by the Broker for a period of THREE (3) years.



# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

## **PATRIOT ACT DISCLOSURE**

The USA Patriot Act was enacted in an effort to protect you and our country from the threat of terrorism and terrorist activities. Important Information For Opening A New Account Important Information About Procedures When Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What This Means to You: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you, SUCH AS your driver's license or other identifying documents. If you are opening an account, applying for a loan, adding a joint account holder, or requesting a Wire Transfer or ACH Origination you will be asked for one form of photo ID. If you cannot provide a current Photo ID, you will be asked to provide supporting identification. If you do not have this information with you at the time of the request, the transaction will not be completed until the information is provided. If you do not have any of the IDs listed below, discuss your options with a Member Service Specialist.

### Photo Identification **MUST** Be One Of The Following:

- California Un-expired State Driver's License
- Un-expired Military ID card
- Un-expired Passport
- Un-expired Immigration Card
- Any other form of Government Issued ID
- Employer Issued Photo ID (This form of ID must be accompanied by a recent Pay stub, which includes documentation of social security number)
- Student ID card (Must be accompanied by a document such as class schedule or report card.

### Other "Supporting" Identification Documents Include:

- Social Security Card
- Certified Birth Certificate
- Current Pay Stubs
- Immigration Documents
- Current Financial Institution Statements (with current address)
- Current Utility Bills (with current mailing address)

Individuals opening accounts for minor children will need to provide Photo ID for themselves and a Social Security Card for the minor child. Individuals opening business accounts will be required to provide additional information regarding the business. Please discuss this with a Member Service Specialist. Individuals not appearing in person to open accounts will need to have Photo Id photocopied and notarized as a true and exact copy.

**I/We received a copy of this notice:**

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APPLICANT'S SIGNATURE

---

CO-APPLICANT'S SIGNATURE

DATE: \_\_\_\_\_

# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

## **HAZARD INSURANCE INFORMATION**

INSURANCE CO.: \_\_\_\_\_

POLICY #: \_\_\_\_\_

NAME OF AGENT: \_\_\_\_\_

TEL. #: \_\_\_\_\_

### **EMPLOYMENT INFORMATION (APPLICANT):**

CO. NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

YEARS AT JOB: \_\_\_\_\_

YEARS IN LINE OF WORK: \_\_\_\_\_

TEL. #: \_\_\_\_\_

### **BANK INFORMATION (APPLICANT):**

BANK: \_\_\_\_\_

CHECKING ACCT. #: \_\_\_\_\_

SAVINGS ACCT. #: \_\_\_\_\_

### **EMPLOYMENT INFORMATION (CO-APPLICANT):**

CO. NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

YEARS AT JOB: \_\_\_\_\_

YEARS IN LINE OF WORK: \_\_\_\_\_

TEL. #: \_\_\_\_\_

### **BANK INFORMATION (CO-APPLICANT):**

BANK: \_\_\_\_\_

CHECKING ACCT. #: \_\_\_\_\_

SAVINGS ACCT. #: \_\_\_\_\_

## **PREVIOUS EMPLOYMENT/2nd JOB**

*(only if current employment is less than 2 years)*

### **APPLICANT:**

CO. NAME: \_\_\_\_\_ TEL. #: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

### **CO- APPLICANT:**

CO. NAME: \_\_\_\_\_ TEL. #: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

## **REAL ESTATE LOANS**

LENDER: \_\_\_\_\_

LENDER: \_\_\_\_\_

ACCT #: \_\_\_\_\_

ACCT #: \_\_\_\_\_

TEL. #: \_\_\_\_\_

TEL. #: \_\_\_\_\_

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
CO-APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

# CALIFORNIA ADVENTIST FEDERAL CREDIT UNION

Phone: 818-246-7241 Fax: 818-240-5809

1441 E Chevy Chase Drive

Glendale, CA 91206

DATE:

Pre-Approval Letter:

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Dear Sir/Madam,

Congratulations! Based on the information provided in your Real Estate Loan Application, we are pleased to inform you that you have been pre-approved for a home mortgage loan with California Adventist Federal Credit Union.

- Property Address: \_\_\_\_\_
- Loan Type: \_\_\_\_\_  
Refinance / Purchase
- Loan Amount: \_\_\_\_\_
- Rate: \_\_\_\_\_
- Term: \_\_\_\_\_
- Appraisal Value: \_\_\_\_\_

In order to obtain final approval of the loan, the following conditions will have to be met:

- 
- 
- 

Please note that your loan will need to be officially underwritten and given official approval by the CAFCU Board of Directors, before funding of the property takes place. This is not a commitment to lend and you are not required to obtain a loan simply because you have received this letter. No fees were charged in providing this letter.

Please call our office, if you have questions or need additional information. Our phone number is 818-246-7241.

Regards,

CAFCU Loan Department

# FLOOD DISASTER PROTECTION ACT OF 1973

*[Public Law 93–234; 87 Stat. 975; 42 U.S.C. 4002 et seq.] [As Amended Through P.L. 113–89, Enacted March 21, 2014]*

Currency: This publication is a compilation of the text of Public Law 93–234. It was last amended by the public law listed in the As Amended Through note above and below at the bottom of each page of the pdf version and reflects current law through the date of the enactment of the public law listed at [https:// www.govinfo.gov/app/collection/comps](https://www.govinfo.gov/app/collection/comps).

Note: While this publication does not represent an official version of any Federal statute, substantial efforts have been made to ensure the accuracy of its contents. The official version of Federal law is found in the United States Statutes at Large and in the United States Code. The legal effect to be given to the Statutes at Large and the United States Code is established by statute (1 U.S.C. 112, 204).

That this Act may be cited as the ‘**Flood Disaster Protection Act of 1973**’. 42 U.S.C. 4001 note.

FINDINGS AND DECLARATION OF PURPOSE SEC. 2. 42 U.S.C. 4002 (a) The Congress finds that— (1) annual losses throughout the Nation from floods and mudslides are increasing at an alarming rate, largely as a result of the accelerating development of, and concentration of population in, areas of flood and mudslides hazards; (2) the availability of Federal loans, grants, guaranties, insurance, and other forms of financial assistance are often determining factors in the utilization of land and the location and construction of public and of private industrial, commercial, and residential facilities; (3) property acquired or constructed with grants or other Federal assistance may be exposed to risk of loss through floods, thus frustrating the purpose for which such assistance was extended; (4) Federal instrumentalities insure or otherwise provide financial protection to banking and credit institutions whose assets include a substantial number of mortgage loans and other indebtedness secured by property exposed to loss and damage from floods and mudslides; (5) the Nation cannot afford the tragic losses of life caused annually by flood occurrences, nor the increasing losses of property suffered by flood victims, most of whom are still inadequately compensated despite the provision of costly disaster relief benefits; and (6) it is in the public interest for persons already living in flood prone areas to have both an opportunity to purchase flood insurance and access to more adequate limits of coverage, so that they will be indemnified for their losses in the event of full (b) The purpose of this Act, therefore, is to— (1) substantially increase the limits of coverage authorized under the national flood insurance program; (2) provide for the expeditious identification of, and the dissemination of information concerning, flood-prone areas; (3) require States or local communities, as a condition of future Federal financial assistance, to participate in the flood insurance program and to adopt adequate flood plain ordinances with effective enforcement provisions consistent with Federal standards to reduce or avoid future flood losses; and (4) require the purchase of flood insurance by property owners who are being assisted by Federal programs or by federally supervised, regulated, or insured agencies or institutions in the acquisition or improvement of land or facilities located or to be located in identified areas having special flood hazards.

DEFINITIONS SEC. 3. 42 U.S.C. 4003 (a) As used in this Act, unless the context otherwise requires, the term— (1) “community” means a State or a political subdivision thereof which has zoning and building code jurisdiction over a particular area having special flood hazards; (2) “Federal agency” means any department, agency, corporation, or other entity or instrumentality of the executive branch of the Federal Government, and includes the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; (3) “financial assistance”

means any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, other than general or special revenue sharing or formula grants made to States; (4) “financial assistance for acquisition or construction purposes” means any form of financial assistance which is intended in whole or in part for the acquisition, construction, re construction, repair, or improvement of any publicly or privately owned building or mobile home, and for any machinery, equipment fixtures, and furnishings contained or to be contained therein, and shall include the purchase or subsidization of mortgages or mortgage loans but shall exclude assistance pursuant to the Disaster Relief and Emergency Assistance Act<sup>1</sup> (other than assistance under such Act in connection with a flood); (5) “Federal entity for lending regulation” means the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Comptroller of the Currency, the National Credit Union Administration, and the Farm Credit Administration, and with respect to a particular sponsible for the supervision of the institution; (6) “Administrator” means the Administrator of the Federal Emergency Management Agency; (7) “Federal agency lender” means a Federal agency that makes direct loans secured by improved real estate or a mobile home, to the extent such agency acts in such capacity; (8) the term “improved real estate” means real estate upon which a building is located; (9) “lender” means a regulated lending institution or Federal agency lender; (10) “regulated lending institution” means any bank, savings and loan association, credit union, farm credit bank, Federal land bank association, production credit association, or similar institution subject to the supervision of a Federal entity for lending regulation; and (11) “servicer” means the person responsible for receiving any scheduled periodic payments from a borrower pursuant to the terms of a loan, including amounts for taxes, insurance premiums, and other charges with respect to the property securing the loan, and making the payments of principal and interest and such other payments with respect to the amounts received from the borrower as may be required pursuant to the terms of the loan. (b) The Administrator is authorized to define or redefine, by rules and regulations, any scientific or technical term used in this Act, insofar as such definition is not inconsistent with the purposes of this Act.

TITLE I—EXPANSION OF NATIONAL FLOOD INSURANCE PROGRAM \* FLOOD INSURANCE PURCHASE AND COMPLIANCE REQUIREMENTS AND ESCROW ACCOUNTS SEC. 102. 42 U.S.C. 4012a: (a) After the expiration of sixty days following the date of enactment of this Act, 2 no Federal officer or agency shall approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Administrator as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, unless the building or mobile home and any personal property to which such financial assistance relates is covered by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less: Provided, ***That if the financial assistance provided is in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need maintaining flood insurance shall apply during the life of the property, regardless of transfer of ownership of such property.***

(1) REGULATED LENDING INSTITUTIONS.—Each Federal entity for lending regulation (after consultation and coordination with the Financial Institutions Examination Council established under the Federal Financial Institutions Examination Council Act of 1974) shall by regulation direct regulated lending institutions— (A) not to make, increase, extend, or renew any loan secured by improved real estate or a mobile home located or to be located in an area that has been identified by the Administrator as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, unless the building or mobile home and any personal property securing such loan is covered for the term of the loan by flood insurance in an amount at least equal to the outstanding principal balance of the loan or the maximum limit of coverage made available under the Act with respect to the particular type of property, whichever is less; and (B) to accept private flood insurance as satisfaction of the flood insurance coverage requirement under sub-paragraph : (A) if the coverage provided by such private flood insurance meets the requirements for coverage under such subparagraph.

(2) FEDERAL AGENCY LENDERS.—A Federal agency lender may not make, increase, extend, or renew any loan secured by improved real estate or a mobile home located or to be located in an area that has been identified by the Administrator as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, unless the building or mobile home and any personal property securing such loan is covered for the term of the loan by flood insurance in the amount provided in paragraph (1)(A). Each Federal agency lender shall accept private flood insurance as satisfaction of the flood insurance coverage requirement under the preceding sentence if the flood insurance coverage provided by such private flood insurance meets the requirements for coverage under such sentence. Each Federal agency lender shall issue any regulations necessary to carry out this paragraph. Such regulations shall be consistent with and substantially identical to the regulations issued under paragraph (1)(A).

(3) GOVERNMENT-SPONSORED ENTERPRISES FOR HOUSING.— The Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation shall implement procedures reasonably designed to ensure that, for any loan that is— (A) secured by improved real estate or a mobile home located in an area that has been identified, at the time of the origination of the loan or at any time during the term of the loan, by the Administrator as an area having special flood hazards and in which flood insurance is available under the National Flood Insurance Act of 1968, and (B) purchased by such entity, the building or mobile home and any personal property securing the loan is covered for the term of the loan by flood insurance in the amount provided in paragraph (1)(A). The Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation shall accept private flood insurance as satisfaction of the flood insurance coverage requirement under paragraph (1)(A) if the flood insurance coverage provided by such private flood insurance meets the requirements for coverage under such paragraph and any requirements established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, respectively, relating to the financial solvency, strength, or claims-paying ability of private insurance companies from which the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation will accept private flood insurance.

(4) APPLICABILITY.—

(A) EXISTING COVERAGE.—Except as provided in sub paragraph (B), paragraph (1) shall apply on the date of enactment of the Riegle Community Development and Regulatory Improvement Act of 1994.<sup>3</sup>

(B) NEW COVERAGE.—Paragraphs (2) and (3) shall apply only with respect to any loan made, increased, extended, or renewed after the expiration of the 1-year period beginning on the date of enactment of the Riegle Community Development and Regulatory Improvement Act of 1994.<sup>4</sup> Paragraph (1) shall apply with respect to any loan made, increased, extended, or renewed by any lender supervised by the Farm Credit Administration only after the expiration of the period under this subparagraph.

(C) CONTINUED EFFECT OF REGULATIONS. —Notwithstanding any other provision of this subsection, the regulations to carry out paragraph (1), as in effect immediately before the date of enactment of the Riegle Community Development and Regulatory Improvement Act of 1994, shall continue to apply until the regulations issued to carry out paragraph (1) as amended by section 522(a) of such Act take effect.

(5) RULE OF CONSTRUCTION.—Nothing in this subsection shall be construed to supersede or limit the authority of a Federal entity for lending regulation, the Federal Housing Finance Agency, a Federal agency lender, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation to establish requirements relating to the financial solvency, strength, or claims-paying ability of private insurance companies from which the entity or agency will accept private flood insurance.

(6) NOTICE.— (A) IN GENERAL.—Each lender shall disclose to a borrower that is subject to this subsection that—

(i) flood insurance is available from private insurance companies that issue standard flood insurance policies on behalf of the national flood insurance program or directly from the national flood insurance program;

(ii) flood insurance that provides the same level of coverage as a standard flood insurance policy under the national flood insurance program may be available from a private insurance company that issues policies on behalf of the company; and

(iii) the borrower is encouraged to compare the flood insurance coverage, deductibles, exclusions, conditions and premiums associated with flood insurance policies issued on behalf of the national flood insurance program and policies issued on behalf of private insurance companies and to direct inquiries regarding the availability, cost, and comparisons of flood insurance coverage to an insurance agent.

(B) RULE OF CONSTRUCTION.—Nothing in this paragraph shall be construed as affecting or otherwise limiting the authority of a Federal entity for lending regulation to approve any disclosure made by a regulated lending institution for purposes of complying with subparagraph (A).

(7) PRIVATE FLOOD INSURANCE DEFINED.—In this subsection, the term “private flood insurance” means an insurance policy that—

(A) is issued by an insurance company that is—

(i) licensed, admitted, or otherwise approved to engage in the business of insurance in the State or jurisdiction in which the insured building is located, by the insurance regulator of that State or jurisdiction; or

(ii) in the case of a policy of difference in conditions, multiple peril, all risk, or other blanket coverage insuring nonresidential commercial property, is recognized, or not disapproved, as a surplus lines insurer by the insurance regulator of the State or jurisdiction where the property to be insured is located.

(B) provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the national flood insurance program, including when considering deductibles, exclusions, and conditions offered by the insurer.

(C) includes— (i) a requirement for the insurer to give 45 days' written notice of cancellation or non-renewal of flood insurance coverage to—

(I) the insured; and (II) the regulated lending institution or Federal agency lender;  
(ii) information about the availability of flood insurance coverage under the national flood insurance program.

(iii) a mortgage interest clause similar to the clause contained in a standard flood insurance policy under the national flood insurance program; and (iv) a provision requiring an insured to file suit not later than 1 year after date of a written denial of all or part of a claim under the policy; and (D) contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the national flood insurance program.

(c) EXCEPTIONS TO PURCHASE REQUIREMENTS.—

(1) STATE-OWNED PROPERTY.—Notwithstanding the other provisions of this section, flood insurance shall not be required on any State-owned property that is covered under an adequate State policy of self-insurance satisfactory to the Administrator. The Administrator shall publish and periodically revise the list of States to which this subsection applies.

(2) SMALL LOANS. —Notwithstanding any other provision of this section, subsections (a) and (b) shall not apply to any loan having— (A) an original outstanding principal balance of \$5,000 or less; and (B) a repayment term of 1 year or less.

(3) DETACHED STRUCTURES.—Notwithstanding any other provision of this section, flood insurance shall not be required, in the case of any residential property, for any structure that is a part of such property but is detached from the primary residential structure of such property and does not serve as a residence.

(d) ESCROW OF FLOOD INSURANCE PAYMENTS.—

(1) REGULATED LENDING INSTITUTIONS.—

(A) FEDERAL ENTITIES RESPONSIBLE FOR LENDING REGULATIONS.—  
Each Federal entity for lending regulation (after consultation and



coordination with the Federal Financial Institutions Examination Council) shall, by regulation, direct that all premiums and fees for flood insurance under the National Flood Insurance Act of 1968, for residential improved real estate or a mobile home, shall be paid to the regulated lending institution or servicer for any loan secured by the residential improved real estate or mobile home, with the same frequency as payments on the loan are made, for the duration of the loan. Except as provided in subparagraph (B), upon receipt of any premiums or fees, the regulated lending institution or servicer shall deposit such premiums and fees in an escrow account on behalf of the borrower. Upon receipt of a notice from the Administrator or the provider of the flood insurance that insurance premiums are due, the premiums deposited in the escrow account shall be paid to the provider of the flood insurance.

(B) LIMITATION.—Except as may be required under applicable State law, a Federal entity for lending regulation may not direct or require a regulated lending institution to deposit premiums or fees for flood insurance under the Na-behalf of a borrower under subparagraph (A)— (i) if— (I) the regulated lending institution has total assets of less than \$1,000,000,000; and (II) on or before the date of enactment of the Biggert-Waters Flood Insurance Reform Act of 2012, the regulated lending institution— (aa) in the case of a loan secured by residential improved real estate or a mobile home, was not required under Federal or State law to deposit taxes, insurance premiums, fees, or any other charges in an es crow account for the entire term of the loan; and (bb) did not have a policy of consistently and uniformly requiring the deposit of taxes, insurance premiums, fees, or any other charges in an escrow account for loans se cured by residential improved real estate or a mobile home; or

(ii) in the case of a loan that— (I) is in a junior or subordinate position to a senior lien secured by the same residential improved real estate or mobile home for which flood insurance is being provided at the time of the origination of the loan; (II) is secured by residential improved real estate or a mobile home that is part of a condominium, cooperative, or other project development, if the residential improved real estate or mobile home is covered by a flood insurance policy that— (aa) meets the requirements that the regulated lending institution is required to enforce under subsection (b) (1); (bb) is provided by the condominium association, cooperative, homeowners association, or other applicable group; and (cc) the premium for which is paid by the condominium association, cooperative, home owners association, or other applicable group as a common expense; (III) is secured by residential improved real estate or a mobile home that is used as collateral for a business purpose; (IV) is a home equity line of credit; (V) is a nonperforming loan; or (VI) has a term of no longer than 12 months.

**(2) FEDERAL AGENCY LENDERS. —Each Federal agency lender shall by regulation require and provide for escrow and payment of any**

***flood insurance premiums and fees relating to residential improved real estate and mobile homes securing loans made by the Federal agency lender under the circumstances and in the manner provided under paragraph (1). Any regulations issued under this paragraph shall be consistent with and substantially identical to the regulations issued under paragraph (1).***

(3) APPLICABILITY OF RESPA. —Escrow accounts established pursuant to this subsection shall be subject to the provisions of section 10 of the Real Estate Settlement Procedures Act of 1974.

(4) DEFINITION. —For purposes of this subsection, the term “*residential improved real estate*” means improved real estate for which the improvement is a residential building.

(5) APPLICABILITY.—This subsection shall apply only with respect to any loan made, increased, extended, or renewed after the expiration of the 1-year period beginning on the date of enactment of the Riegle Community Development and Regulatory Improvement Act of 1994.5 (e)

**PLACEMENT OF FLOOD INSURANCE BY LENDER. —**

(1) NOTIFICATION TO BORROWER OF LACK OF COVERAGE.— If, at the time of origination or at any time during the term of a loan secured by improved real estate or by a mobile home located in an area that has been identified by the Administrator (at the time of the origination of the loan or at any time during the term of the loan) as an area having special flood hazards and in which flood insurance is available under the National Flood Insurance Act of 1968, the lender or servicer for the loan determines that the building or mobile home and any personal property securing the loan is not covered by flood insurance or is covered by such insurance in an amount less than the amount required for the property pursuant to paragraph (1), (2), or (3) of subsection (b), the lender or servicer shall notify the borrower under the loan that the borrower should obtain, at the borrower’s expense, an amount of flood insurance for the building or mobile home and such personal property that is not less than the amount under subsection (b)(1), for the term of the loan.

(2) PURCHASE OF COVERAGE ON BEHALF OF BORROWER.—If the borrower fails to purchase such flood insurance within 45 days after notification under paragraph (1), the lender or servicer for the loan shall purchase the insurance on behalf of the borrower and may charge the borrower for the cost of premiums and fees incurred by the lender or servicer for the loan in purchasing the insurance, including premiums or fees incurred for coverage beginning on the date on which flood insurance coverage lapsed or did not provide a sufficient coverage amount.

(3) TERMINATION OF FORCE-PLACED INSURANCE.— Within 30 days of receipt by the lender or servicer of a confirmation of a borrower’s existing flood insurance coverage, the lender or servicer shall— (A)

terminate any insurance purchased by the lender or servicer under paragraph (2); and (B) refund to the borrower all premiums paid by the borrower for any insurance purchased by the lender or servicer under paragraph (2) during any period during which the borrower's flood insurance coverage and the insurance coverage purchased by the lender or servicer were each in effect, and any related fees charged to the borrower with respect to the insurance purchased by the lender or servicer during such period.

(4) SUFFICIENCY OF DEMONSTRATION.—For purposes of confirming a borrower's existing flood insurance coverage, a lender or servicer for a loan shall accept from the borrower an insurance policy declarations page that includes the existing flood insurance policy number and the identity of, and contact information for, the insurance company or agent.

(5) REVIEW OF DETERMINATION REGARDING REQUIRED PURCHASE. —

(A) IN GENERAL.—The borrower and lender for a loan secured by improved real estate or a mobile home may jointly request the Administrator to review a determination of whether the building or mobile home is located in an area having special flood hazards. Such request shall be supported by technical information relating to the improved real estate or mobile home. Not later than 45 days after the Administrator receives the request, the Administrator shall review the determination and provide to the borrower and the lender with a letter stating whether or not the building or mobile home is in an area having special flood hazards. The determination of the Administrator shall be final.

(B) EFFECT OF DETERMINATION.—Any person to whom a borrower provides a letter issued by the Administrator pursuant to subparagraph (A), stating that the building or mobile home securing the loan of the borrower is not in an area having special flood hazards, shall have no obligation under this title to require the purchase of flood insurance for such building or mobile home during the period determined by the Administrator which shall be specified in the letter and shall begin on the date on which such letter is provided.

(C) EFFECT OF FAILURE TO RESPOND.—If a request under subparagraph (A) is made in connection with the origination of a loan and the Administrator fails to provide a letter under subparagraph (A) before the later of (i) the expiration of the 45-day period under such subparagraph, or (ii) the closing of the loan, no person shall have an obligation under this title to require the purchase of flood insurance for the building or mobile home securing the loan until such letter is provided.

(6) APPLICABILITY.—This subsection shall apply to all loans outstanding on or after the date of enactment of the Riegle Community Development and Regulatory Improvement Act of 1994.

(f) CIVIL MONETARY PENALTIES FOR FAILURE TO REQUIRE FLOOD INSURANCE OR NOTIFY.—

(1) CIVIL MONETARY PENALTIES AGAINST REGULATED LENDERS.—Any regulated lending institution that is found to have a pattern or practice of committing violations under paragraph (2) shall be assessed a civil penalty by the appropriate Federal entity for lending regulation in the amount provided under paragraph (5).

(2) LENDER VIOLATIONS. —The violations referred to in paragraph (1) shall include— (A) making, increasing, extending, or renewing loans in violation of—

(i) the regulations issued pursuant to subsection (b) of this section.

(ii) the escrow requirements under subsection (d) of this section; or

(iii) the notice requirements under section 1364 of the National Flood Insurance Act of 1968; or (B) failure to provide notice or purchase flood insurance coverage in violation of subsection (e) of this section. (3) CIVIL MONETARY PENALTIES AGAINST GSE'S.— (A) IN GENERAL.—If the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation is found by the Director of the Federal Housing Finance Agency to have a pattern or practice of purchasing loans in violation of the procedures established pursuant to subsection (b)

(3), the Director of such Office shall assess a civil penalty against such enterprise in the amount provided under paragraph (5) of this subsection.

(B) DEFINITION.—For purposes of this subsection, the term ‘enterprise’ means the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

(4) NOTICE AND HEARING. —A penalty under this subsection may be issued only after notice and an opportunity for a hearing on the record.

(5) AMOUNT.—A civil monetary penalty under this subsection may not exceed \$2,000 for each violation under paragraph (2) or paragraph (3).

(6) LENDER COMPLIANCE. —Notwithstanding any State or local law, for purposes of this subsection, any regulated lending institution that purchases flood insurance or renews a contract for flood insurance on behalf of or as an agent of a borrower of a loan for which flood insurance is required shall be considered to have complied with the regulations issued under subsection (b).

(7) EFFECT OF TRANSFER ON LIABILITY. —Any sale or other transfer of a loan by a regulated lending institution that has committed a violation under paragraph (1), that occurs subsequent to the violation, shall not affect the liability of the transferring lender with respect to any penalty under this subsection. A lender shall not be liable for any violations relating to a loan committed by another regulated lending institution that previously held the loan.

(8) DEPOSIT OF PENALTIES. —Any penalties collected under this subsection shall be paid into the National Flood Mitigation Fund under section 1367 of the National Flood Insurance Act of 1968.

(9) ADDITIONAL PENALTIES. —Any penalty under this subsection shall be in addition to any civil remedy or criminal penalty otherwise available.

(10) STATUTE OF LIMITATIONS. —No penalty may be imposed under this subsection after the expiration of the 4-year period beginning on the date of the occurrence of the violation for which the penalty is authorized under this subsection.

(g) OTHER ACTIONS TO REMEDY PATTERN OF NONCOMPLIANCE. —

(1) AUTHORITY OF FEDERAL ENTITIES FOR LENDING REGULATION. —

A Federal entity for lending regulation may require a regulated lending institution to take such remedial actions as are necessary to ensure that the regulated lending institution complies with the requirements of the national flood insurance program if the Federal agency for lending regulation decides under paragraph (2) regarding the regulated lending institution.

(2) DETERMINATION OF VIOLATIONS. — A determination under this paragraph shall be a finding that—

(A) the regulated lending institution has engaged in a pattern and practice of noncompliance in violation of the regulations issued pursuant to subsection (b), (d), or (e) or the notice requirements under section 1364 of the National Flood Insurance Act of 1968; and (B) the regulated lending institution has not demonstrated measurable improvement in compliance despite the assessment of civil monetary penalties under sub section (f).

(h) FEE FOR DETERMINING LOCATION.—Notwithstanding any other Federal or State law, any person who makes a loan secured by improved real estate or a mobile home or any servicer for such a loan may charge a reasonable fee for the costs of determining whether the building or mobile home securing the loan is located in an area having special flood hazards, but only in accordance with the following requirements:

(1) BORROWER FEE. —The borrower under such a loan may be charged the fee, but only if the determination—

(A) is made pursuant to the making, increasing, extending, or renewing of the loan that is initiated by the borrower.

(B) is made pursuant to a revision or updating under section 1360(f) 7 of the floodplain areas and flood-risk zones or publication of a notice or compendia under subsection (h) or (i) of section 13607 that affects the area in which the improved real estate or mobile home securing the loan is located or that, in the determination of the Administrator, may reasonably be considered to require a determination under this subsection; or

(C) results in the purchase of flood insurance coverage pursuant to the requirement under subsection (e)(2).

(2) PURCHASER OR TRANSFEREE FEE. — The purchaser or transferee of such a loan may be charged the fee in the case of sale or transfer of the loan.

TITLE II—DISASTER MITIGATION REQUIREMENTS NOTIFICATION TO FLOOD-PRONE AREAS  
SEC. 201. ø42 U.S.C. 4105

(a) Not later than six months following the enactment of this title, the Administrator shall publish information in accordance with subsection 1360(1) of the National Flood Insurance Act of 1968, and shall notify the chief executive officer of each known flood-prone

community not already participating in the national flood insurance program of its tentative identification as a community containing one or more areas having special flood hazards.

(b) After such notification, each tentatively identified community shall either

(1) promptly make proper application to participate in the national flood insurance program or

(2) within six months submit technical data sufficient to establish to the satisfaction of the Administrator that the community either is not seriously flood prone or that such flood hazards as may have existed have been corrected by flood works or other flood control methods. The Administrator may, in his discretion, grant a public hearing to any community with respect to which conflicting data exist as to the nature and extent of a flood hazard. If the Administrator decides not to hold a hearing, the community shall be given an opportunity to submit written and documentary evidence. Whether or not such hearing is granted, the Administrator's final determination as to the existence or extent of a flood hazard area in a particular community shall be deemed conclusive for the purposes of this Act if supported by substantial evidence in the record considered as a whole.

(c) As information becomes available to the Administrator, concerning the existence of flood hazards in communities not known to be flood prone at the time of the initial notification provided for by subsection (a) of this section he shall provide similar notifications to the chief executive officers of such additional communities, which shall then be subject to the requirements of subsection (b) of this section. (d) Formally identified flood-prone communities that do not qualify for the national flood insurance program within one year after such notification or by the date specified in section 202, whichever is later, shall thereafter be subject to the provisions of that section relating to flood-prone communities which are not participating in the program. (e) The Administrator is authorized to establish administrative procedures whereby the identification under this section of one or more areas in the community as having special flood hazards may be appealed to the Administrator by the community or any owner or lessee of real property within the community who believes his property has been inadvertently included in a special flood hazard area by the identification. When, incident to any appeal under this subsection, the owner or lessee of real property or the community, as the case may be, incurs expense in connection with the services of surveyors, engineers, or similar services, but not including legal services, in the effecting of an appeal which is successful in whole or part, the Administrator shall reimburse such individual or community to an extent measured by the ratio of the successful portion of the appeal as compared to the entire appeal and applying such ratio to the reasonable value of all such services, but no reimbursement shall be made by the Administrator in respect to any fee or expense payment, the payment of which was agreed to be contingent upon the result of the appeal. There is authorized to be appropriated for purposes of implementing this subsection not to exceed \$250,000.

EFFECT OF NONPARTICIPATION IN FLOOD INSURANCE PROGRAM SEC. 202. 42 U.S.C. 4106

(a) No Federal officer or agency shall approve any financial assistance for acquisition or construction purposes on and after July 1, 1975, for use in any area that has been identified by the Administrator as an area having special flood hazards unless the

community in which such area is situated is then participating in the national flood insurance program.

(b) In addition to the requirements of section 1364 of the National Flood Insurance Act of 1968, each Federal entity for lending regulation shall by regulation require the regulated lending institutions described in such section, and each Federal agency lender shall issue regulations requiring the Federal agency lender,<sup>8</sup> described in such section to notify (as a condition of making, increasing, extending, or renewing any loan secured by property described in such section) the purchaser or lessee of such property of whether, in the event of a disaster caused by flood to such property, Federal disaster relief assistance will be available to such property.

#### AUTHORITY TO ISSUE REGULATIONS SEC. 205. 42 U.S.C. 4128

(a) The Administrator is authorized to issue such regulations as may be necessary to carry out the purpose of this Act.

(b) The head of each Federal agency that administers a program of financial assistance relating to the acquisition, construction, reconstruction, repair, or improvement of publicly or privately owned land or facilities, and each Federal instrumentality responsible for the supervision, approval, regulation, or insuring of banks, savings and loan associations, or similar institutions, shall, in cooperation with the Administrator, issue appropriate rules and regulations to govern the carrying out of the agency's responsibilities under this Act. SEC. 206. 42 U.S.C. 4107. In carrying out his responsibilities under the provisions of this title and the National Flood Insurance Act of 1968 which relate to notification to and identification of flood-prone areas and the application of criteria for land management and use, including criteria derived from data reflecting new developments that may indicate the desirability of modifying elevations based on previous flood studies, the Administrator shall establish procedures assuring adequate consultation with the appropriate elected officials of general purpose local governments, including but not limited to those local governments whose prior edibility under the program has been suspended. Such consultations shall include, but not be limited to, fully informing local officials at the commencement of any flood elevation study or investigation undertaken by any agency on behalf of the Administrator concerning the nature and purpose of the study, the areas involved, the manner in which the study is to be undertaken, the general principles to be applied, and the use to be made of the data obtained. The Administrator shall encourage local officials to disseminate information concerning such study widely within the community, so that interested persons will have an opportunity to bring all relevant facts and technical data concerning the local flood hazard to the attention of the agency during the course of the study.