

Date: April 27, 2018

Dear: Test Borrower

As the President of CBC Mortgage Agency, I want to congratulate you on the purchase of your new home, and provide you with some important details and choices as it relates to your financing. Our government agency is working with your lender, Test Seller, to provide the down payment funds in conjunction with the FHA 1st mortgage loan you are receiving. The down payment funds we provide are typically in the form of a second mortgage, which may or may not require repayment.

Our Mission - As a federally chartered, public purpose, government agency, we work to increase affordable and sustainable homeownership opportunities for credit worthy individuals who lack down payment funds.

Given your home ownership and financial security goals, it is critical that you fully understand your mortgage terms. You have chosen to obtain home financing by using a mortgage professional. That was a good decision. Undoubtedly in the course of the mortgage application process they have explained to you the various alternative types of mortgages and the features, advantages, and trade-offs of each.

In addition, you have received a number of documents which disclose the key terms of the first mortgage type you have selected. You will also be provided with the promissory note which obligates you to repay the sum you are borrowing. That note describes in detail how your mortgage will work. I encourage you to read these documents carefully and to consult with your mortgage professional if you should have any questions.

The following are a few important points for you to consider as you go through the home buying process.

DOWN PAYMENT AND INTEREST RATE - OPTIONS AND DECISIONS

The terms of your 1st mortgage can be impacted if you don't have your own down payment. It is possible that the interest rate on your 1st mortgage is higher than if you provided your own down payment. Ask your licensed mortgage loan professional what the interest rate on the 1st mortgage would be were you to provide your own down payment. You will then be presented with three options with respect to obtaining a loan through our Agency as follows:

Option 1 - Save up your own down payment, and receive no down payment assistance and the associated 2nd mortgage.

Advantages:

- Typically, a lower interest rate on the 1st mortgage
- Potentially easier processing and underwriting

Disadvantages (potential):

- While saving up the down payment, the home you're looking to buy is sold.
- While saving up the down payment, home prices in general go up, resulting in less future equity and wealth creation for your household.
- You are left with diminished savings in your bank account, causing financial difficulty or consumer borrowing to purchase furniture, yard equipment, etc. You may lack the funds to cover an unforeseen event, i.e. unforeseen repairs or medical emergency.

Option 2 - Buy now and obtain your down payment through the Chenoa Fund DPA Edge Program, provided by CBC Mortgage Agency.

Advantages:

- Potentially enjoy future increased household net worth by buying now if home prices increase over time.
- Ability to purchase available properties now, without risking that inventory will be sold months down the road when you're ready to buy.
- Potentially not be required to pay back the down payment you receive from the Chenoa Fund. (Certain restrictions apply: 36 months of consecutive on-time 1st mortgage payments qualify for us to forgive the balance of the 2nd mortgage).
- Preserve any funds you currently have in your bank account and use them to cover emergencies, furniture, yard equipment, etc. Oftentimes, new homeowners purchase a home, and given they now lack cash, they finance needed household items on credit, at terms much worse than they could have had under a second mortgage through CBC Mortgage Agency.

Disadvantages:

- Typically, higher interest rate on the 1st mortgage, causing you to lock in a higher payment for potentially years. ***Over time, the amount of additional interest you pay on the first mortgage could exceed the amount of the down payment assistance.***
- CBC Mortgage Agency will typically not subordinate the 2nd mortgage in the first 3 years of the loan. This means that if interest rates drop 6 months after you purchase the home and you desire to refinance, you may be required to repay the down payment you received, or be prevented from refinancing altogether.

Option 3 - Buy now and obtain your down payment through Chenoa Fund Rate Advantage Program, provided by CBC Mortgage Agency.

Advantages:

- Competitive market interest rates on the 1st mortgage
- Potentially enjoy future increased household net worth by buying now if home prices increase over time.
- Ability to purchase available properties now, without risking that inventory will be sold months down the road when you're ready to buy.
- Preserve any funds you currently have in your bank account and use them to cover emergencies, furniture, yard equipment, etc. Oftentimes, new homeowners purchase a home, and given they now lack cash, they finance needed household items on credit, at terms much worse than they could have had under a second mortgage through CBC Mortgage Agency.

Disadvantages:

- Instead of receiving a forgivable 2nd mortgage for your down payment, you will be required to repay the down payment assistance funds over a 10 year period at a fixed rate.

CLOSING PROCESS

If your loan is approved, you will later go to closing to sign documents to own the home. This will entail signing many agreements which obligate you to repay the money you have received. In addition, you will sign a set of 2nd mortgage documents for the down payment assistance funds. There will be a lien attached to the title of your property which will not be removed until either 36 months of on-time 1st mortgage payments have been made, OR the loan is paid off. **If the second mortgage needs to be paid off over time, you will have two payments, one for the first mortgage and one for the second mortgage.**

POST CLOSING - OWNING YOUR OWN HOME

We strongly believe in the merits of homeownership, since homeownership has been demonstrated to improve health, educational performance, stability of communities, household wealth creation, and more stable retirement years. You will likely come to see and enjoy these benefits in your own life.

Since we are interested in not only helping you buy a home, but also keeping you in the home, let me explain a few suggestions for sustainable home ownership, some of which may seem obvious:

1. **Pay your 1st mortgage on time** - So long as you are not more than 30 days late, your second mortgage will be forgiven after 36 months. This is a huge benefit and results in immediate equity gain.
2. **Hardship** - Should you face a situation which prevents you from making a mortgage payment on time, it is critical you discuss this with your lender before the problem grows. Often times a struggling homeowner will "hide" and not speak with the mortgage company, hoping the problem will fix itself. This is the worst thing you can do, since the hole created could be too big to climb out of.

The Sale Of Your First Mortgage: It is likely that your 1st mortgage will be sold from time to time. The terms of your loan will not change regardless of who owns it. Do not be alarmed by this, it is normal. You will be notified in writing by both the company selling the mortgage, as well as the company buying the mortgage. Even though we may sell your 1st mortgage loan, we are still highly motivated in seeing you succeed as a new homeowner.

To that end, we will take proactive steps to stay in touch with you over the next year. Look at us as your friend and advisor. We are anxious to see you successfully meet the 36-month forgiveness schedule, and will reach out to you via letter, email, and phone from time to time. We call this our *Borrower Success Program*. We want to be a resource to you. Should you have difficulty with your new lender, it may be possible for us to help.

Our *Borrower Success Program* is implemented through our partnership with HLP and other HUD approved, non-profit counselors. CBC Mortgage Agency works hand-in-hand with HLP to ensure you have all the tools and resources you need to be a successful, long-term homeowner. Over the next twelve months, HLP and CBC Mortgage Agency (sometimes referred to as CBCMA) will reach out to you via letter, email and telephone to check in, offer assistance as needed, or to simply congratulate you on your success. The *Borrower Success Program* is offered free of charge and we hope you will take advantage of this valuable service.

We wish you success in this highly rewarding endeavor - the dream of homeownership. We are here as your friends and advocates. Please don't hesitate to use us as a resource in the months and years ahead.

Sincerely,

Richard Ferguson
President
CBC Mortgage Agency

I/We acknowledge having received and read this Letter From the President:

Test Borrower

**CHENOA FUND PROGRAM
SUPPLEMENTAL CLOSING INSTRUCTIONS**

**Test Seller
1234 Test Seller Address, 123 Awesome Street, UT 76082-8405
2145558888**

Attention :	Title Company	Loan Number:	26109327
Date:	April 27, 2018	Loan Amount:	\$ 7,000.00
Settlement Agent:	Title Contact	Interest Rate:	0.000%
		Loan Type:	CONV
Mortgagor(s):	Test Borrower	P & I:	\$ 0.00
		Sales Price:	\$ 200,000.00
Property Address:	1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120	First Payment:	June 1, 2018
		Last Payment:	May 1, 2048
Mailing Address:	1234 East Excellence Way, West Covina, CA 91790	Term:	30 years
		Disbursing Date:	4/27/2018
		Closing Date:	4/27/2018

Documents for the above referenced borrowers are attached. All documents are to be properly executed (and notarized where required), the mortgage or trust deed recorded with the county, and copies conformed and returned, with a signed copy of these instructions, to Test Seller.

Borrowers must sign exactly as their names are shown or correct the name according to government issued photo ID. Return all executed original documents and provide copies to borrowers. Test Seller reserves the right to cancel or amend the terms of this loan and/or instructions at any time prior to funding.

FEE INFORMATION

Category	Fee Description	Paid To	Borrower Amount	Borrower POC	Seller Amount	Seller POC	Paid By Other	Paid By Other Type	APR Flag
C	Settlement Or Closing Fee	Title Company	\$150.00						True

CLOSING DISCLOSURE:

The Closing Disclosure provided by Lender must be signed by the Borrower. The Closing Disclosure must be signed by Borrower before Borrower signs any other loan documents. The Seller(s) portion of the Closing Disclosure (provided by Settlement Agent or Lender) must be signed by Seller.

Since the Closing Disclosure has been prepared based upon information you and the Lender as well as third parties have provided, no changes to the Closing Disclosure are permitted. If facts come to your attention which require the Closing Disclosure to be modified (e.g. new fees or charges are discovered), do not close the transaction and inform Lender of such matters so that a new Closing Disclosure can be prepared and any applicable waiting periods met.

SPECIFIC CONDITIONS

Closing Conditions:		
	_____	Lenders must attach Privacy Notice to the closing package for execution at consummation.
	_____	TEXAS PROPERTIES - Lenders are required to attach the 1st lien attorney's Texas Attorney Representation Notice AND Texas Attorney Privacy Disclosure to this Second Lien Closing package to be signed at consummation.
	_____	You may NOT deduct second mortgage closing costs from the second mortgage proceeds. The entire amount of the secondary financing must be credited to the first mortgage Closing Disclosure as this constitutes the borrower's down payment. A sum of the second mortgage closing cost may be reflected on the first mortgage CD to summarize the entire transaction on one document.

WIRING CONDITIONS

Your wire will come from Test Seller. Before sending the wire, Test Seller will need the following:

1. Signed Copy of these instructions
2. Your wiring instructions
3. Closing Disclosure for both 1st and 2nd Liens

FUNDING CONDITIONS

You are authorized to disburse funds upon notification by Test Seller. Please return the ORIGINAL signed loan documents with the 1st mortgage loan package unless instructed differently by Test Seller.

I hereby certify I/we have closed this transaction in accordance with your general and specific closing instructions.

I/We hereby certify that the closed loan meets the requirements specified in your loan closing instructions.

By: _____
 Title: _____
 Date: _____

DISCLOSURE OF SECONDARY FINANCING

I (We) acknowledge that I (we) have applied for **TWO loans** in order to complete the purchase of a home. BOTH of these loans will be recorded against the title records of my (our) property. I (We) may be required to make regular monthly payments on **BOTH loans**. If monthly payments are required on the second mortgage, these payments WILL be made to a different lender than the first mortgage.

The first mortgage will be issued by: Test Seller

The second mortgage will be issued by: CBC MORTGAGE AGENCY

The amount of the second mortgage will be \$7,000.00.

The second mortgage interest rate will be 0.000%.

The second mortgage for down payment may be forgiven after I make 36 consecutive on-time payments (3 years) on my first mortgage.

I (We) will be required to make regular monthly payments on the second mortgage estimated in the amount of _____ for a total of _____ years.

I (We) understand the above and agree to the terms disclosed.

_____ Date: _____
Test Borrower

Lender Closing Instructions - Addendum

Index of Closing Documents

Document List

Letter from President Borrower Disclosure- soft
CBC Closing Instructions
Disclosure of Secondary Financing
Closing Instructions Addendum 00MU
CFPB Closing Disclosure
UT Second Lien Note
UT Waiver of Right to Participate in Class Action Addendum to Note or Agreement
Allonge To Note-Investor
Credit Report Authorization and Release
Borrower Certification and Authorization generic
UT Second Lien Security Instrument
Legal Description Exhibit
UT Notice of Initial Loan Servicer
Negative Credit Information Notice
Acknowledgment of Receipt of FBI Mortgage Fraud Warning Notice
Mailing Address Verification Form
Signature Affidavit (Copy Set 1 - 1st Signor)
Error and Omissions Compliance Agreement
Financial Condition Affidavit
Borrower Certification of Faxed Documents
Borrowers Notification
Quality Control Release
Notice of Servicing Transfer - 00CD
TILA New Owner Disclosure - 00CD

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 4/23/2018
Closing Date 4/27/2018
Disbursement Date 4/27/2018
Settlement Agent Title Company
File # 456789
Property 1234 PARKWAY DRIVE
 Salt Lake, UT 84120
Sale Price \$200,000

Transaction Information

Borrower Test Borrower
 1234 East Excellence Way
 West Covina, CA 91790
Seller Test Seller
 4321 Parkway Drive
 Salt Lake, UT 84120
Lender Test Seller

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA _____
Loan ID # 26109327
MIC #

Loan Terms		Can this amount increase after closing?
Loan Amount	\$7,000	NO
Interest Rate	0%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$0.00	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		YES • You will have to pay \$7,000 at the end of year 30

Projected Payments		
Payment Calculation	Years 1 - 30	Years 30
Principal & Interest	\$0.00	\$7,000.00
Mortgage Insurance	+ 0	+ 0
Estimated Escrow Amount can increase over time	+ -	+ -
Estimated Total Monthly Payment	\$0.00	\$7,000.00
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$0.00 a month	This estimate includes <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>

Costs at Closing		
Closing Costs	\$150.00	Includes \$150.00 in Loan Costs + in Other Costs - \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$150.00	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
		\$150.00			
01 Title - Settlement Or Closing Fee to Title Company	\$150.00				
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
		\$150.00			
Loan Costs Subtotals (A + B + C)	\$150.00				
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed: Mortgage:					
02					
F. Prepays					
01 Homeowner's Insurance Premium (months)					
02 Mortgage Insurance Premium (months)					
03 Prepaid Interest (\$ per day from 4/27/18 to 5/1/18)					
04 Property Taxes (months)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06					
07					
08 Aggregate Adjustment					
H. Other					
01					
02					
03					
04					
05					
06					
07					
08					
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)					
J. TOTAL CLOSING COSTS (Borrower-Paid)					
		\$150.00			
Closing Costs Subtotals (D + I)	\$150.00				
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$150.00	\$150.00	NO
Closing Cost Paid Before Closing	\$0	-\$0	NO
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$0	\$193,000.00	YES • You increased this payment. See details in Section K and L
Deposit	\$0	\$0	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	-\$193,000.00	YES • See details in Sections K and L
Cash to Close	\$150.00	\$150.00	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing		\$200,150.00
01 Sale Price of Property		\$200,000.00
02 Sale Price of Any Personal Property Included in Sale		
03 Closing Costs Paid at Closing (J)		\$150.00
04		

Adjustments

05
06
07

Adjustments for Items Paid by Seller in Advance

08 City/Town Taxes	to
09 County Taxes	to
10 Assessments	to
11	
12	
13	
14	
15	

L. Paid Already by or on Behalf of Borrower at Closing

L. Paid Already by or on Behalf of Borrower at Closing		\$200,000.00
01 Deposit		
02 Loan Amount		\$7,000.00
03 Existing Loan(s) Assumed or Taken Subject to		
04 First Loan (Principal Balance \$196377)		\$193,000.00
05 Seller Credit		

Other Credits

06
07

Adjustments

08
09
10
11

Adjustments for Items Unpaid by Seller

12 City/Town Taxes	to
13 County Taxes	to
14 Assessments	to
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$200,150.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$200,000.00

Cash to Close From To Borrower \$150.00

SELLER'S TRANSACTION

M. Due to Seller at Closing		\$200,000.00
01 Sale Price of Property		\$200,000.00
02 Sale Price of Any Personal Property Included in Sale		
03		
04		

Adjustments

05
06
07
08

Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes	to
10 County Taxes	to
11 Assessments	to
12	
13	
14	
15	
16	

N. Due from Seller at Closing

N. Due from Seller at Closing		\$0.00
01 Excess Deposit		
02 Closing Costs Paid at Closing (J)		\$0.00
03 Existing Loan(s) Assumed or Taken Subject to		
04 Payoff of First Mortgage Loan		
05 Payoff of Second Mortgage Loan		

Other Credits

06
07
08 Seller Credit
09
10
11
12
13

Adjustments from Items Unpaid by Seller

14 City/Town Taxes	to
15 County Taxes	to
16 Assessments	to
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$200,000.00
Total Due from Seller at Closing (N)	\$0.00

Cash From To Seller \$200,000.00

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than *N/A* days late, your lender will charge a late fee of *N/A%* of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
1234 PARKWAY DRIVE
Salt Lake, UT 84120

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1	\$	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee	\$0.00	

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$7,150.00
Finance Charge. The dollar amount the loan will cost you.	\$150.00
Amount Financed. The loan amount available after paying your upfront finance charge.	\$6,850.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	0.072%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount	0%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Test Seller				Title Company
Address	123 Awesome Street Orem, UT 84058				1234 Title Street Orem, UT 84058
NMLS ID	456123				
UT License ID	123456				9999
Contact	Loan Officer				Title Contact
Contact NMLS ID	1234				
Contact UT License ID	123456				9999
Email	lo@email.com				email@email.com
Phone	111-111-1111				111-111-1111

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Test Borrower Date

Loan Number: 26109327
Borrower: Borrower
MIN: 101288126109327009

NOTE

April 27, 2018
[Date]

SALT LAKE
[City]

UTAH
[State]

1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$7,000.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is Test Seller. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 0.000%.

3. PAYMENTS

Unless this Note is forgiven under Section 11 hereof, I will pay all principal on the earlier of (a) May 1, 2048; (b) the date on which the Primary Loan is paid in full; (c) the date on which the Property (or any interest thereon) is sold, assigned or otherwise transferred; or (d) the date on which there is a default on the Primary Loan or the Primary Loan is refinanced, modified, assumed or foreclosed (the earlier of such dates is called the "Maturity Date"). The "Primary Loan" is a loan made by the Lender to me secured by a first security deed, deed of trust or mortgage on the Property. However, I may be required to pay this Note in full before the Maturity Date if a default occurs under this Note or the Deed of Trust of even date herewith securing this Note and recorded as a lien against the Property (the "Deed of Trust").

I will make my payment at 912 W. Baxter Drive, Suite 150, SOUTH JORDAN, UT 84095 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Notice of Default

If I do not pay the full amount when due, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

(B) Default

If I do not pay the overdue amount by the date stated in the notice described in (A) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal, which has not been paid. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Cost and Expenses

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

_____ Initials _____ Initials

5. THIS NOTE SECURED BY A DEED OF TRUST

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated April 27, 2018, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

Transfer of the Property or a Beneficial Interest in Borrower. Upon the refinance, or modification, assumption or foreclosure of the Primary Loan or any first priority mortgage lien on the Property or any sale, assignment or transfer of all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by law as of the date of this Deed of Trust.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. CERTAIN RESTRICTIONS TERMINATE ON FORECLOSURE OF HUD-INSURED FIRST MORTGAGE

In the event of foreclosure or deed in lieu of foreclosure of prior mortgage or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a prior deed of trust shall receive title to the Property free and clear from such restrictions.

11. FORGIVENESS OF NOTE

Upon receipt of 36 consecutive on-time payments on the Primary Loan (on-time payment being defined as a payment that is received by Note Holder not more than 29 days after the due date), this loan may be forever forgiven and extinguished if the borrower follows the below instructions. If the loan is not extinguished prior to the Maturity Date or repayment, it may not thereafter be forgiven and extinguished. Should the borrower fail to make a payment on the Primary Loan on time, the requirement shall reset and the borrower shall be required to make an additional 36 consecutive payments on-time before the loan may be forgiven.

_____ Initials _____ Initials

It is the sole responsibility of the Borrower(s) to satisfy the following conditions to forgive and extinguish the loan. To extinguish this obligation, Borrower(s) must provide Note Holder with (a) acceptable evidence of 36 consecutive payments made on-time as defined in the paragraph above, (b) make a request to Note Holder to release the lien, and (c) pay the costs associated with preparing and recording the lien release. This cost will be determined by the original closing entity (or acceptable substitute). Note Holder may add a processing fee of no more than \$50 to cover their costs associated with the processing of the release.

Upon compliance with (a), (b), and (c) above, Note Holder will execute and send to the closing entity the necessary documents and funds to fully process the release.

12. AGREEMENT TO COOPERATE

The undersigned borrower(s) agree(s) that the failure of borrower(s) to cooperate, adjust, and/or replace any such loan documentation as provided herein, upon the reasonable request of Note Holder, will constitute a default under the loan documentation.

NOTICE TO BORROWERS

- **Read this promissory note or loan agreement before you sign.**
- **Do not sign this promissory note or loan agreement if it contains blank spaces.**
- **The promissory note or loan agreement is secured by a secondary mortgage on your real property.**
- **Sign the original only.**

[Seal]

Test Borrower

[Sign Original Only]

Loan Originator Name: Loan Officer Loan Originator NMLS: 1234
Loan Origination Organization: Test Seller
Loan Origination Organization NMLS: 456123

Date: April 27, 2018
Borrower: Borrower
Loan Number: 26109327

**Utah Waiver of Right To Participate In
Class Action Addendum To Note Or Agreement**

This Addendum is made this 27th day of April, 2018, and is incorporated into and shall be deemed to amend and supplement the Note or Agreement ("Note") of the same date herewith, given by the undersigned ("Borrower") to evidence Borrower's indebtedness to Test Seller whose address is 1234 Test Seller Address, 123 Awesome Street, UT 76082-8405, its successors and assigns ("Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date and covering the property described in the Security Instrument located at:

1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120
[Property Address]

Notwithstanding anything to the contrary set forth in the Note, Lender and Borrower hereby acknowledge and agree to the following.

**I KNOWINGLY AND VOLUNTARILY WAIVE MY RIGHT TO INITIATE OR PARTICIPATE IN A
CLASS ACTION RELATED TO OR ARISING FROM THE LOAN TRANSACTION EVIDENCED BY
THE ABOVE-REFERENCED NOTE AND SECURITY INSTRUMENT.**

IN WITNESS WHEREOF, Borrower(s) has executed this Addendum.

Date: _____

Test Borrower

Loan Number: 26109327
Borrower: Borrower
MERS Min: 101288126109327009

ALLONGE TO NOTE

For purposes of further endorsement of the following described Note, the allonge is affixed and becomes a permanent part of the Note.

Loan Amount: \$ 7,000.00

Allonge To One Certain Note Dated: April 27, 2018

And Executed By: Test Borrower [Borrowers]

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

PAY TO THE ORDER OF
CBC MORTGAGE AGENCY
WITHOUT RECOURSE

Test Seller

By: _____
NAME:

Its: _____
TITLE:

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

Credit Report Authorization and Release

Applicant(s): Test Borrower

Mailing Address: 1234 East Excellence Way, West Covina, CA 91790

Loan Originator Company: Test Seller NMLS#: 456123

Authorization is hereby granted to Test Seller to obtain a credit report through a credit reporting agency chosen by Test Seller.

My/Our signature below authorizes the release to the credit reporting agency a copy of my/our credit application, and authorizes the credit reporting agency to obtain information regarding my/our employment, savings accounts, and outstanding credit accounts (mortgages, auto loans, personal loans, charge cards, credit unions, etc). Authorization is further granted to the reporting agency to use a photostatic reproduction of this authorization if necessary to obtain any information regarding the above mentioned information.

Applicant(s) hereby request a copy of the credit report obtained with any possible derogatory information be sent to the address of present residence, and holds Test Seller and any credit reporting organization harmless in so mailing the copy requested.

Any reproduction of this credit report authorization and release made by reliable means (for example, photocopy or facsimile) is considered an original.

I/We acknowledge receipt of this Credit Report Authorization and Release and understand its contents.

_____ Date: _____
Test Borrower

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

Borrower's Certification and Authorization

Certification

Mortgage Loan Originator: Test Seller NMLS ID: 456123
The undersigned certify the following:

1. I/We have applied for a mortgage loan from Test Seller. In applying for the loan I completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I certify that all of the information is true and complete. I made no misrepresentation in the loan application or other documents, nor did I omit any pertinent information.
2. I/We understand and agree that Test Seller reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information.

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Test Seller. As part of the application process, Test Seller may verify information contained in my loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Test Seller, and to any investor to whom Test Seller may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. Test Seller or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. I/We further authorize Lender to order a consumer credit report and verify other credit information.
6. Your prompt reply to Test Seller or the investor that purchased the mortgage is appreciated.

Notice to FHA or VA Borrowers. This is notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

I/We acknowledge receipt of this Borrower's Certification and Authorization and understand its contents.

Date:

Test Borrower

After Recording Return To:
CBC MORTGAGE AGENCY
912 W. Baxter Drive, Suite 150
South Jordan, UT 84095

Tax Serial Number: 10-11-12

[Space Above This Line For Recording Data] _____

DEED OF TRUST

Loan Number: 26109327
Borrower: Borrower
MIN: 101288126109327009

RESPA

THIS DEED OF TRUST is made this 27th day of April, 2018, among the Trustor, TEST BORROWER, A SINGLE MAN (herein "Borrower"), Title Company, whose address is 1234 Title Street, Orem, UT 84058 (herein "Trustee"), and the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Test Seller, ("Lender") is organized and existing under the laws of the State of Utah, and has an address of 1234 Test Seller Address, 123 Awesome Street, UT 76082-8405.

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SALT LAKE, State of Utah:

See Exhibit 'A' attached hereto and made a part hereof for all purposes.

which currently has the address of 1234 PARKWAY DRIVE
(Street)
SALT LAKE, UTAH 84120 ("Property Address"):
(City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated April 27, 2018 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$7,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2048; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or the county clerk of the county in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

WITNESS(ES) (as to all signatures):

Witness

Witness

_____ [Seal]
Test Borrower

_____ [Space Below This Line For Acknowledgment] _____

State of UTAH
County of Salt Lake

The foregoing instrument was acknowledged before me on this _____ of _____,
_____ by Test Borrower.

[Seal]

Notary Public

Printed Name

Residing at: _____

My commission expires on _____

Loan Originator Name: Loan Officer Loan Originator NMLS: 1234
Loan Origination Organization: Test Seller
Loan Origination Org. NMLS: 456123

Loan No. 26109327
Borrower: Borrower

EXHIBIT "A"

See Exhibit 'A' attached hereto and made a part hereof for all purposes.

Loan Originator Name: Loan Officer Loan Originator NMLS: 1234
Loan Origination Organization: Test Seller
Loan Origination Org. NMLS: 456123

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

Utah
Notice of Initial Loan Servicer
(Utah Code Ann. Section 70D-2-302)

Borrower(s): Test Borrower

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

Utah law requires Lender to provide you with the following information:

The name of the initial servicer of your loan is:

Test Seller

You should send your loan payments to the following address:

1234 Test Seller Address
123 Awesome Street, UT 76082-8405
Attn: Payment Processing

You will be notified of any change in the name or address of the servicer of your loan.

By signing below, you acknowledge receipt of this Utah Notice of Initial Loan Servicer.

_____ Date: _____
Test Borrower

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

NEGATIVE CREDIT INFORMATION NOTICE

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

In connection with the above referenced property, Lender may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

ACKNOWLEDGMENT

I/We acknowledge that we have read and understand the foregoing Negative Credit Information Notice.

_____ Date: _____
Test Borrower

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

**Acknowledgment of Receipt of
FBI Mortgage Fraud Warning Notice**

Borrower(s): Test Borrower

Lender: Test Seller

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

I/We hereby acknowledge receipt of the FBI Mortgage Fraud Warning Notice and understand its contents.

_____ Date: _____
Test Borrower

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

Borrower(s): Test Borrower

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

MAILING ADDRESS (BELOW, PLEASE LIST THE EXACT ADDRESS WHERE MAIL MUST BE SENT. INCLUDE POST OFFICE BOX NUMBER, APARTMENT NUMBER, UNIT NUMBER, ETC.)

1234 PARKWAY DRIVE

Mailing Street Address

Unit #: Apt #: P.O. Box 2nd Home

SALT LAKE

City

UTAH

State

84120

Zip Code

111-111-1111

Home Phone

Work Phone

Date: _____

Test Borrower

Title Company

By: _____ Date: _____
Closing Agent

Date: April 27, 2018
Loan Number: 26109327

SIGNATURE AFFIDAVIT

THE STATE OF UTAH
COUNTY OF SALT LAKE

I CERTIFY THAT MY SIGNATURE AS SIGNED BELOW IS MY TRUE AND CORRECT SIGNATURE FOR MY NAME AS PRINTED.

_____	Test Borrower
Test Borrower	_____
	PRINTED NAME

STATE OF _____
COUNTY OF _____

This instrument was acknowledged, sworn to and subscribed before me on this _____ day of _____, _____, by Test Borrower.

Notary Public, State of _____.

Date: April 27, 2018
Loan Number: 26109327

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

Borrower(s): Test Borrower

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

State of UTAH
County of SALT LAKE

The undersigned borrower(s) for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs, or any Municipal Bonding Authority.

The undersigned borrower(s) agree(s) to comply with all above noted requests by the above-referenced Lender within 30 days from the date of mailing said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation, and to assure marketable title in the said borrower(s).

DATED effective this _____ day of _____, _____.

Test Borrower

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public
State/Commonwealth of _____
Acting in the County/Parish of _____

My Commission Expires: _____

FINANCIAL CONDITION AFFIDAVIT

Date: April 27, 2018

Loan Number: 26109327

Lender: Test Seller

Borrower(s): Test Borrower

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

We, the borrowers, being first duly sworn, on oath state(s):

- 1. My/Our financial condition has not changed since the loan application was submitted.
- 2. I/We are not aware of any changes to my/our circumstances that could negatively impact my/our ability to repay this loan, *i.e.*, job layoff, pending loan applications, change in sources of income or method of payment, etc.
- 3. I/We have provided the lender a true, accurate and complete listing of all my/our liabilities and debt obligations.

_____ Date: _____
 Test Borrower

Subscribed and Sworn before me on _____ day of _____, _____.

My appointment expires: _____

 Notary Public

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

**BORROWER'S CERTIFICATION
OF
FAXED DOCUMENTS**

Borrower(s): Test Borrower

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

Lender: Test Seller

I/We certify that any and all faxed documents obtained to verify the information supplied by me/us during the loan application process are true and correct copies of the originals.

_____ Date: _____
Test Borrower

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

BORROWER(S) NOTIFICATION

Borrower(s): Test Borrower

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

Lender: Test Seller

LATE CHARGES: On FHA insured and VA guaranteed loans, to cover the Lender's extra expense involved in handling overdue payments, you will be required to pay a "late charge" equal to FOUR percent (4.000%) of any late payment which is paid more than N/A (N/A) days after the due date. The amount of the late charge will be determined by the Lender on the basis of your total monthly payments including principal, interest, taxes, assessments, mortgage and flood insurance premiums (if any) and hazard insurance premiums. On conventional loans, if a payment is not received within N/A (N/A) calendar days after it is due, you will be required to pay a "late charge" equal to the percentage stated in your note of the overdue payment of principal and interest.

NO ORAL REPRESENTATIONS: Borrower(s) understands that it is not the policy of the Lender to enter into any oral agreements or make or rely on any oral representations concerning loans. Therefore, with respect to the Loan on the above-described Property, I/we understand that my/our entire agreement is expressed in writing, that the written agreement supersedes any understanding that may have been expressed in my/our negotiations and that I/we may not rely on any oral statements, understandings or fact or law not expressed in writing.

AUTHORIZATION FOR REVERIFICATION: As part of its quality control program, Lender routinely reverifies a percentage of its closed loans. A photocopy of this signed form shall constitute authorization from Borrower(s) for the release of information to Lender or its designee, from any employer, creditor, financial institution, accountant or any other party to verify the accuracy of the credit documentation.

_____ Date: _____
Test Borrower

No fee was imposed or charged by Settlement Agent in connection with or on account of the preparation and distribution of the HUD-1. No charges were made or collected by Settlement Agent in connection with the settlement other than those set forth on the HUD-1. The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with such statement.

_____ Date: _____
(Settlement Agent)

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

QUALITY CONTROL RELEASE

Lender: Test Seller

Borrower(s): Test Borrower

Property: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

I/We the undersigned applicant(s), understand that our mortgage application may be selected by the Lender and/or its Assigns or Agent for a Quality Control Review. This review is designed to produce and maintain quality service for our borrowers and to comply with agency and investor guidelines. The Quality Control Review will involve verification of all credit information (including employment history, income, bank accounts, and credit references) as well as the property valuation and occupancy.

I/We agree to cooperate with the Lender and/or its Agent to the extent necessary to accomplish this review. It is understood that the information may be verified with third parties such as our employers, depository institutions, credit reporting agency and/or any utility provider (telephone, electric, gas, water, etc).

I/We authorize the release of any and all information in regards to payment histories and servicing notes pertaining to this loan for the life of the loan regardless of who currently holds the loan for servicing.

Therefore, I/we have signed below authorizing the release of employment, financial, occupancy and loan history information to assist in the Quality Control review process for the duration of the loan.

_____ Date: _____
Test Borrower

Date: April 27, 2018
Loan Number: 26109327
Borrower: Borrower

NOTICE OF SERVICING TRANSFER

Borrower(s): Test Borrower

Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120

The servicing of your mortgage loan is being transferred, effective April 27, 2018. This means that after this date, a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Test Seller is now collecting your payments. Test Seller will stop accepting payments received from you after April 27, 2018.

CBC MORTGAGE AGENCY will collect your payments going forward. Your new servicer will start accepting payments received from you on April 27, 2018.

**Send all payments due on or after April 27, 2018 to CBC MORTGAGE AGENCY at this address:
912 W. Baxter Drive, Suite 150, SOUTH JORDAN, UT 84095.**

If you have any questions for either your present servicer, Test Seller or your new servicer CBC MORTGAGE AGENCY, about your mortgage loan or this transfer, please contact them using the information below:

Current Servicer:
Test Seller
ATTN: LOAN SERVICING
214-555-8888
1234 Test Seller Address
123 Awesome Street, UT 76082-8405

New Servicer:
CBC MORTGAGE AGENCY
ATTN: LOAN SERVICING
1-866-563-3507
912 W. Baxter Drive, Suite 150
SOUTH JORDAN, UT 84095

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

_____ Date: _____
[NAME OF PRESENT SERVICER]

[and][or]

_____ Date: _____
[NAME OF NEW SERVICER]

Date: April 27, 2018
Borrower: Borrower
Property Address: 1234 PARKWAY DRIVE, SALT LAKE, UTAH 84120
Borrower Phone: 111-111-1111

Notice of Assignment, Sale or Transfer of Mortgage Loan

Re: New Owner Notice
Loan Number: **26109327**

Hello **Test Borrower**,

The federal Truth-In Lending Act (Regulation Z) Section 1026.39 requires us to notify you that your mortgage loan has been sold, assigned, or otherwise transferred to a new owner.

A new Owner is the person to whom the loan belongs. The identity of your new owner is:

Lender Name: **CBC MORTGAGE AGENCY**
Address: **912 W. Baxter Drive, Suite 150, SOUTH JORDAN, UT 84095**
Telephone Number: **1-866-563-3507**

****This notice of assignment, sale or transfer does not change the terms of your loan or your contractual obligations as described in your Loan Documents.****

- Date of Assignment, Sale or Transfer: **4/27/2018**
- A Record of the Assignment, Sale or Transfer appears in the books and records of the previous owner of the loan and the new owner of the loan. Please note that the new owner of your loan is not always reflected in the county land records or in the filing office where your security instrument was recorded.
- A Servicer is authorized to act on behalf of the Owner to handle the daily servicing of your loan. Your Servicer collects payments, answers questions about your account, and provides assistance if you have difficulty making your payments. If you have any questions about your loan, please contact your Servicer at the telephone number, address or electronically as listed below:

Name: **CBC MORTGAGE AGENCY**
Address: **912 W. Baxter Drive, Suite 150, SOUTH JORDAN, UT 84095**
Telephone Number: **1-866-563-3507**
E-mail Address: **payments@chenoafund.org**

- Partial Payment Policy:
 - Lender may accept partial payments and apply such payments to your loan.
 - Lender may accept partial payments and hold in a separate account until you pay the remainder of the payment and then apply the full periodic payment to your loan.
 - Lender does not accept any partial payments.

If your mortgage loan is sold, the new owner of your loan may have a different policy.

Please do not send payments to the Owner listed above, as they will not be credited to your loan. Your monthly payments and all inquiries must be sent directly to your Servicer. The Servicer has authority to act on the Owner's behalf with regard to the administration of your loan.

We appreciate the opportunity to be of assistance in this matter.

Sincerely,

CBC MORTGAGE AGENCY

NMLS #:

State License Number (if applicable):