

Date: July 6, 2018

Dear: Average Joe

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:

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Average Joe

**CHENOAH FUND PROGRAM**  
**SUPPLEMENTAL CLOSING INSTRUCTIONS**  
**Test Seller**  
**1234 Test Seller Address, Springtown, TX 76082**  
**2145558888**

Attention :	Testing Titles Co	Loan Number:	26111573
Date:	July 6, 2018	Loan Amount:	\$ 8,750.00
Settlement Agent:	Courtney Everyman	Interest Rate:	8.000%
Mortgagor(s):	Average Joe	Loan Type:	CONV
Property Address:	123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082	P & I:	\$ 106.17
Mailing Address:	012 Generic Drive, Springtown, TX 76082	Sales Price:	\$ 250,000.00
		First Payment:	September 3, 2018
		Last Payment:	August 3, 2028
		Term:	10 years
		Disbursing Date:	7/6/2018
		Closing Date:	7/6/2018

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
F	Per Diem Interest	Test Seller	\$53.76						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**

<b>Closing Conditions:</b>		
	_____	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 1<sup>st</sup> and 2<sup>nd</sup> 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 \$8,750.00.

The second mortgage interest rate will be 8.000%.

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 \$106.17 for a total of 10 years.

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

Date:

Average Joe

## **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  
TX Second Lien Note  
Allonge To Note-Investor  
Credit Report Authorization and Release  
Borrower Certification and Authorization generic  
TX Second Lien Security Instrument  
TX Second Lien Rider  
Legal Description Exhibit  
TX Mortgage Servicing Disclosure Statement - 00I  
TX Collateral Protection Insurance Notice  
First Payment Letter  
Payment Coupons  
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

# 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** 7/6/2018  
**Closing Date** 7/6/2018  
**Disbursement Date** 7/6/2018  
**Settlement Agent** Testing Titles Co  
**File #** 576860495  
**Property** 123 GENERIC DRIVE  
Springtown, TX 76082  
**Sale Price** \$250,000

## Transaction Information

**Borrower** Average Joe  
012 Generic Drive  
Springtown, TX 76082  
**Seller** Johnathan Everyman  
1234 Test Seller Address  
Springtown, TX 76082  
**Lender** Test Seller

## Loan Information

**Loan Term** 10 years  
**Purpose** Purchase  
**Product** Fixed Rate  
**Loan Type**  Conventional  FHA  
 VA  \_\_\_\_\_  
**Loan ID #** 26111573  
**MIC #**

## Loan Terms

		Can this amount increase after closing?
<b>Loan Amount</b>	\$8,750	NO
<b>Interest Rate</b>	8%	NO
<b>Monthly Principal &amp; Interest</b>	\$106.17	NO
<i>See Projected Payments below for your Estimated Total Monthly Payment</i>		Does the loan have these features?
<b>Prepayment Penalty</b>	NO	
<b>Balloon Payment</b>	NO	

## Projected Payments

Payment Calculation	Years 1 - 10	This estimate includes	In escrow?
Principal & Interest	\$106.17	<input type="checkbox"/> Property Taxes	
Mortgage Insurance	+ 0	<input type="checkbox"/> Homeowner's Insurance	
Estimated Escrow Amount can increase over time	+ -	<input type="checkbox"/> Other:	
<b>Estimated Total Monthly Payment</b>	<b>\$106.17</b>	<i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time See page 4 for details</i>	\$0.00 a month	<input type="checkbox"/>	

## Costs at Closing

<b>Closing Costs</b>	\$53.76	Includes in Loan Costs + \$53.76 in Other Costs - \$0 in Lender Credits. See page 2 for details.
<b>Cash to Close</b>	\$53.76	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	
<b>A. Origination Charges</b>					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
<b>B. Services Borrower Did Not Shop For</b>					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
<b>C. Services Borrower Did Shop For</b>					
01					
02					
03					
04					
05					
06					
07					
08					
<b>D. TOTAL LOAN COSTS (Borrower-Paid)</b>					
Loan Costs Subtotals (A + B + C)					
<b>Other Costs</b>					
<b>E. Taxes and Other Government Fees</b>					
01 Recording Fees Deed: Mortgage:					
02					
<b>F. Prepaids</b>					
01 Homeowner's Insurance Premium ( months)					
02 Mortgage Insurance Premium ( months)					
03 Prepaid Interest (\$1.92 per day from 7/6/18 to 8/3/18)		\$53.76			
04 Property Taxes ( months)					
05					
<b>G. Initial Escrow Payment at Closing</b>					
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					
<b>H. Other</b>					
01					
02					
03					
04					
05					
06					
07					
08					
<b>I. TOTAL OTHER COSTS (Borrower-Paid)</b>					
Other Costs Subtotals (E + F + G + H)		\$53.76			
<b>J. TOTAL CLOSING COSTS (Borrower-Paid)</b>					
Closing Costs Subtotals (D + I)		\$53.76			
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)	\$54.00	\$53.76	<b>NO</b>
Closing Cost Paid Before Closing	\$0	-\$0	<b>NO</b>
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	<b>NO</b>
Down Payment/Funds from Borrower	\$0	\$241,250.00	<b>YES</b> • You increased this payment. See details in <b>Section K and L</b>
Deposit	\$0	\$0	<b>NO</b>
Funds for Borrower	\$0	\$0	<b>NO</b>
Seller Credits	\$0	\$0	<b>NO</b>
Adjustments and Other Credits	\$0	-\$241,250.00	<b>YES</b> • See details in <b>Sections K and L</b>
<b>Cash to Close</b>	<b>\$54.00</b>	<b>\$53.76</b>	

**Summaries of Transactions**

Use this table to see a summary of your transaction.

**BORROWER'S TRANSACTION**

<b>K. Due from Borrower at Closing</b>	\$250,053.76
01 Sale Price of Property	\$250,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$53.76
04	
<b>Adjustments</b>	
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** \$250,000.00

01 Deposit	
02 Loan Amount	\$8,750.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 First Loan (Principal Balance \$245471)	\$241,250.00
05 Seller Credit	

**Other Credits**

06	
07	
<b>Adjustments</b>	
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)	\$250,053.76
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$250,000.00

**Cash to Close**  **From**  **To** **Borrower** \$53.76**SELLER'S TRANSACTION**

<b>M. Due to Seller at Closing</b>	\$250,000.00
01 Sale Price of Property	\$250,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
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** \$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	

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)	\$250,000.00
Total Due from Seller at Closing (N)	\$0.00

**Cash**  **From**  **To Seller** \$250,000.00

# 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 10 days late, your lender will charge a late fee of 5% 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  
123 GENERIC DRIVE  
Springtown, TX 76082

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:
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

<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$12,792.64
<b>Finance Charge.</b> The dollar amount the loan will cost you.	\$4,042.64
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	\$8,696.24
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	7.999%
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount	46.202%



**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](http://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				Testing Titles Co
Address	1234 Test Seller Address Springtown, TX 76082				111 Street Road Springtown, TX 76082
NMLS ID	456123				
TX License ID	58585858				8888
Contact	Johnathan Everyman				Courtney Everyman
Contact NMLS ID	TEST9999				
Contact TX License ID	58585858				88887
Email	locks@testseller.com				email@testlife.com
Phone	214-555-8888				214-555-8888

## 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.

Average Joe      Date

## Transaction Information

**Borrower**

Average Joe  
012 Generic Drive  
Springtown, TX 76082

**Summaries of Transactions**

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**BORROWER'S TRANSACTION****K. Due from Borrower at Closing**

Loan No. 26111573  
Borrower: Joe  
MIN. 101288126111573004

## NOTE

July 6, 2018  
[Date]

SPRINGTOWN  
[City]

TEXAS  
[State]

123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 8,750.00 (this amount is 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 is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.000%.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

### 3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 106.17.

I will make my payments on the 3rd day of each month beginning on September 3, 2018. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on August 3, 2028, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at P.O. Box 5990, Denver, CO 80217-5990 or at a different place if required by the Note Holder.

### 4. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment payment of principal and interest . I will pay this late charge only once on any late payment.

#### (B) Notice From Note Holder

If I do not pay the full amount of each monthly payment on time, 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.

#### (C) Default

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.

#### (D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, **reasonable attorneys' fees**.

### 5. THIS NOTE IS SECURED BY A DEED OF TRUST

\_\_\_\_\_  
Initials \_\_\_\_\_ Initials \_\_\_\_\_

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated the same date as this Note, 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.

## **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".

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

## **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. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person 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. AGREEMENT TO COOPERATE**

I agree that my failure to cooperate with, adjust, and/or replace any loan documentation, upon the reasonable request of Note Holder, will constitute a default under the loan documentation.

Borrower has received a copy of this Note and all other documents signed by Borrower in connection with this transaction. Borrower acknowledges that no blanks were left to be filled in at the time this Note was signed by Borrower.

\_\_\_\_ Initials \_\_\_\_\_ Initials

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[Seal]

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Average Joe

*[Sign Original Only]*

Loan Originator Name: Johnathan Everyman      Loan Originator NMLS: TEST9999  
Loan Origination Organization: Test Seller  
Loan Origination Organization NMLS: 456123

TEXAS - Second Lien Note  
Page 3 of 3  
SigniaDocs, Inc. 2016

Loan Number: 26111573  
Borrower: Joe  
MERS Min: 101288126111573004

## **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: \$ 8,750.00

Allonge To One Certain Note Dated: July 6, 2018

And Executed By: Average Joe [Borrowers]

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

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PAY TO THE ORDER OF  
CBC MORTGAGE AGENCY  
WITHOUT RE COURSE  
Test Seller

By: \_\_\_\_\_  
NAME:

Its: \_\_\_\_\_  
TITLE:

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

## Credit Report Authorization and Release

Applicant(s): Average Joe

Mailing Address: 012 Generic Drive, Springtown, TX 76082

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.

\_\_\_\_\_  
Average Joe                          Date: \_\_\_\_\_

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

## 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:

Average Joe

[Space Above This Line For Recording Data]

## DEED OF TRUST

Loan Number: 26111573

Borrower: Joe

MIN: 101288126111573004

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THIS DEED OF TRUST ("Security Instrument") is made this July 6, 2018, among the Grantor, AVERAGE JOE (herein "Borrower"), Testing Titles Co, whose address is 111 Street Road, Springtown, TX 76082 (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 is organized and existing under the laws of the State of Texas. Lender's address is 1234 Test Seller Address, Springtown, TX 76082. Lender includes any holder of the Note who is entitled to receive payments under the Note.

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 PARKER, State of Texas:

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

Parcel ID Number: 12-3-2-1-3

which currently has the address of  
SPRINGTOWN,  
(City)

123 GENERIC DRIVE  
(Street)  
TEXAS 76082 ("Property Address"):  
(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 to take any action required of Lender including, but not limited to, releasing and canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated July 6, 2018 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$8,750.00, 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 August 3, 2028; 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any 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 of and interest on the debt evidenced by the Note and, if allowed by applicable law, any prepayment and late charges as due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due 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 whose deposits or accounts 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 Borrower for holding and applying the Funds, annually 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 all 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 16 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 under the Note, and then to the principal due under 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 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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor in interest 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 or 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; Cosigners.** 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 15 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. 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:

**16. Acceleration; Remedies.** Except as provided in paragraph 15 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 and to any other person required by applicable law as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 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 non-existence 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 16, including, but not limited to, reasonable attorneys' fees.

**If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting written notice at least 21 days prior to the day of the sale at the courthouse door in each of the counties in which the Property is situated. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 o'clock a.m. and 4 o'clock p.m. on the first Tuesday in any month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.**

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property so sold with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. 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 Trustees' 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.

**If the Property is sold pursuant to this paragraph 16, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.**

**17. 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 the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) 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 16 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.

**18. 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 16 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 16 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.

**19. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**20. Substitute Trustee.** Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. 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.

**21. Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

**22. Partial Invalidity.** In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Deed of Trust or in the Note, whether considered separately or together with other charges that are considered a part of this Deed of Trust and Note transaction, violates such law by reason of the acceleration of the indebtedness secured hereby, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's option, be refunded.

**23. Purchase Money Deed of Trust; Vender's Lien.** The funds lent to Borrower under the Note secured hereby were used to pay all or part of the purchase price of the Property. The Note secured hereby also is primarily secured by the Vender's Lien retained in the deed of even date herewith conveying the Property to Borrower, which Vender's Lien has been assigned to Lender, this Deed of Trust being additional security therefore.;

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
ENCUMBRANCE**

---

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 said 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.

[Seal]

---

Average Joe

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

State of TEXAS  
County of Parker

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by Average Joe.

[Seal]

Notary Public

Printed Name

My commission expires on \_\_\_\_\_

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

**Loan Originator Name:** Johnathan Everyman **Loan Originator NMLS:** TEST9999  
**Loan Origination Organization:** Test Seller  
**Loan Origination Org. NMLS:** 456123

TEXAS Deed of Trust - Second Lien  
Page 8 of 8  
SigniaDocs, Inc. 2016

Loan No. 26111573  
Borrower: Joe  
MIN: 101288126111573004

## **SECOND LIEN RIDER TO SECURITY INSTRUMENT**

**Executed By  
AVERAGE JOE**

**Dated  
July 6, 2018**

- (1) If this transaction is subject to the provisions of Chapter 342 of the Texas Finance Code, I, Borrower, shall not be required to perform any promise or covenant contained in this Security Instrument or the Note, or pay any sum of money under the Note or hereunder or in connection with the extension of credit secured hereby, unless such performance or payment is authorized by Chapter 342 or other applicable law; and you, the Lender, shall not be entitled to take any action or collect any sum of money under the terms of the Note or this Security Instrument or in connection with the extension of credit secured hereby, unless such action or collection is authorized by Chapter 342 or other applicable law; and nothing in this Security Instrument or the Note shall be construed as a waiver by Borrower of any right accruing to Borrower under Chapter 342. If you collect any such sum of money not authorized by Chapter 342 or other applicable law, then: (i) if said sum exceeds permitted limits, said sum shall be reduced by the amount necessary to reduce the sum to the permitted limits and the excess shall be refunded to me; or (ii) if the whole of said sum is not authorized by Chapter 342 or other applicable law, it shall be refunded to me in full. You may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment. This provision overrides all inconsistent provisions in this and all other instrument concerning the debt secured hereby.
- (2) Notwithstanding anything to the contrary set forth in this Security Instrument, the lien of this Security Instrument is subordinate and inferior to the lien of a certain Deed of Trust (the "First Lien Deed of Trust") dated July 6, 2018, covering the Property, recorded in the Real Property Records, PARKER County, Texas and securing the payment of a certain Promissory Note (the "First Lien Note") of even date therewith in the original principal amount of \$245,471.00, executed by Borrower and payable as therein provided.
- (3) I shall pay each installment of indebtedness due under the First Lien on or before the date any such installment becomes due and payable thereunder. In the event I shall fail to pay any installment of indebtedness due under the First Lien on or before the date any such installment is due and payable thereunder, you shall have the right (but shall not be obligated) to make any such payment direct to the holder of the First Lien; and, subject to applicable law, any sums so advanced by you (i) shall bear interest at the Note rate or, if applicable law allows a higher rate, at the highest rate allowed by applicable law from the date of advancement until paid, (ii) shall be immediately due and payable by me to you and (iii) shall be and become a part of the indebtedness secured hereby.
- (4) The occurrence of an event of default under the First Lien documents, including but not limited to any promissory note, deed of trust, loan agreement, security agreement or other document or instrument evidencing or securing the payment of the First Lien or executed in connection therewith (the "First Lien

Documents") shall constitute an event of default hereunder; and upon the occurrence of any such event of default, you may pay any sum which may be in default under the First Lien Documents or advance any sum for the purposes of curing default thereunder, and, subject to applicable law, any sum so paid or advanced by you, together with interest thereon at the Note rate or, if applicable law allows a higher rate, at the highest rate allowed by applicable law from the date of advancement until paid, shall be immediately due and payable by me to you and shall be and become a part of the indebtedness secured hereby. The rights and remedies of you under this paragraph shall be cumulative of all of the other rights and remedies of you under applicable law and under this Security Instrument.

(5) The curing by you of any default under the First Lien Documents shall not constitute the curing of the event of default under this Security Instrument which occurred by virtue of the default under the First Lien Documents.

(6) The occurrence of any renewal, extension, restructuring or refinancing of the indebtedness evidenced by the First Lien Documents or any amendment to or modification of any of the First Lien Documents, without the prior written consent of the Lender, shall constitute an event of default hereunder and shall entitle you to declare the entire indebtedness secured hereby to be immediately due and payable without notice to me, except as provided for in this Security Instrument or by applicable law.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
ENCUMBRANCE**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance which has lien priority over this Security Instrument to give written notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under said superior encumbrance and of any sale or other foreclosure action thereunder prior to the commencement of said sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Lien Rider.

[Seal]

---

Average Joe

*[Sign Original Only]*

**Loan Originator Name:** Johnathan Everyman **Loan Originator NMLS:** TEST9999  
**Loan Origination Organization:** Test Seller  
**Loan Origination Org. NMLS:** 456123

Loan No. 26111573  
Borrower: Joe

**EXHIBIT "A"**

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

**Loan Originator Name:** Johnathan Everyman **Loan Originator NMLS:** TEST9999  
**Loan Origination Organization:** Test Seller  
**Loan Origination Org. NMLS:** 456123

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

**Texas**  
**Mortgage Servicing Disclosure Statement**

Borrower(s): Average Joe

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

Lender/Mortgage Banker or Registrant: CBC MORTGAGE AGENCY

**TEXAS DEPARTMENT OF SAVINGS & MORTGAGE LENDING**

**DISCLOSURE STATEMENT**

Pursuant to Texas Finance Code Chapter 158.101 and Chapter 157.001(b), a registrant shall provide to the borrower of each residential mortgage loan the following notice not later than the 30th day after the registrant commences servicing the loan:

**"COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE  
DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 N. Lamar, Suite 201, Austin, Texas  
78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT (877) 276-5550"**

I/we acknowledge receipt of this Texas Mortgage Servicing Disclosure Statement and understand its contents.

Date:

\_\_\_\_\_  
Average Joe

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

## **COLLATERAL PROTECTION INSURANCE NOTICE**

Pursuant to Tex. Fin. Code Ann. Sec. 307.052 (a)

In connection with your loan on the property located at 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082 ("Property"), you have entered into an agreement that requires you to maintain collateral protection insurance on the Property. Test Seller ("Lender") is required to provide you the following notice.

You are required to:

- (1) keep the Property insured against damage in an amount specified by the Lender;
- (2) purchase the insurance from an insurer that is authorized to do business in Texas or an eligible surplus lines insurer;
- (3) name Lender as the person to be paid under the policy in the event of a loss; and
- (4) if required by Lender, deliver to Lender a copy of the policy and proof of the payment of premiums.

If you fail to meet any requirement listed above, Lender may obtain collateral protection insurance on the Property on your behalf, and at your expense. If Lender places collateral protection insurance on the Property on your behalf, then, at that time, Lender will mail you a notice regarding the placement of the insurance to your last known address on file with Lender.

By signing below, you acknowledge receipt of this Collateral Protection Insurance Notice and you further acknowledge you have read and understand the information provided.

Date:

---

Average Joe

**Date:** July 6, 2018  
**Loan Number:** 26111573  
**Lender:** Test Seller  
**Borrower:** Average Joe  
**Property Address:** 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082  
**First Payment Date:** September 3, 2018

## FIRST PAYMENT LETTER

Congratulations on your home loan transaction! We are pleased to have been able to assist you with your financing needs.

**Mortgage Payment:** Your first mortgage payment is due on September 3, 2018 and thereafter as scheduled until the loan is satisfied. Your initial scheduled payment includes the following:

Principal and/or Interest	\$ 106.17
Total Mortgage Payment	\$ 106.17

Enclosed are Temporary Payment Coupons that are to be used if you have not received your payment statement prior to the first scheduled payment due date. A Temporary Payment Coupon and the Total Mortgage Payment amount shown above should be sent to:

**Statebridge Company, LLC**  
**P.O. Box 5990, Denver, CO 80217-5990**  
**Attn: Payment Processing**

**Loan Number:** Your Loan Number appears at the top of this page. In order to correctly credit your account, please provide your Loan Number on the front of your check.

**If you have any questions concerning your loan, please feel free to call our Mortgage Loan Customer Service Department at 1-866-563-3507.**

**I/We acknowledge receiving a copy of this First Payment Letter. We are aware that the total monthly payment may increase or decrease each year due to changes in annual taxes and/or insurance premiums, or as defined within your Note and Amortization Schedule.**

Date:

Average Joe

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

## **TEMPORARY PAYMENT COUPONS**

**IF YOU DO NOT RECEIVE A STATEMENT BY YOUR FIRST PAYMENT DATE,  
YOU MUST ATTACH THE APPROPRIATE COUPON FROM BELOW WITH  
YOUR CHECK AND SEND PAYMENT TO THE ADDRESS CONTAINED IN THE  
COUPONS BELOW:**

CUT ALONG DOTTED LINE

---

Coupon #3

### **THIS COUPON MUST ACCOMPANY PAYMENT**

Loan No. 26111573	Payment Due Date: November 3, 2018
Borrower: Average Joe	Amount Due: \$ 106.17
	Amount Enclosed: \$ _____
REMIT TO: Statebridge Company, LLC P.O. Box 5990, Denver, CO 80217-5990 ATTN: Payment Processing	

CUT ALONG DOTTED LINE

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Coupon #2

### **THIS COUPON MUST ACCOMPANY PAYMENT**

Loan No. 26111573	Payment Due Date: October 3, 2018
Borrower: Average Joe	Amount Due: \$106.17
	Amount Enclosed: \$ _____
REMIT TO: Statebridge Company, LLC P.O. Box 5990, Denver, CO 80217-5990 ATTN: Payment Processing	

CUT ALONG DOTTED LINE

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Coupon #1

### **THIS COUPON MUST ACCOMPANY PAYMENT**

Loan No. 26111573	Payment Due Date: September 3, 2018
Borrower: Average Joe	Amount Due: \$106.17
	Amount Enclosed: \$ _____
REMIT TO: Statebridge Company, LLC P.O. Box 5990, Denver, CO 80217-5990 ATTN: Payment Processing	



Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

### **NEGATIVE CREDIT INFORMATION NOTICE**

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

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: \_\_\_\_\_

Average Joe

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

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

Borrower(s): Average Joe

Lender: Test Seller

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

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

Date:

\_\_\_\_\_  
Average Joe

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

## MAILING ADDRESS VERIFICATION FORM

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

Borrower(s): Average Joe

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

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

123 GENERIC DRIVE

Mailing Street Address

Unit #: Apt #: P.O. Box 2<sup>nd</sup> Home

SPRINGTOWN

City

76082

Zip Code

TEXAS

State

555-555-5555

Home Phone

Work Phone

Date:

Average Joe

Testing Titles Co

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Closing Agent

Date: July 6, 2018  
Loan Number: 26111573

## SIGNATURE AFFIDAVIT

THE STATE OF TEXAS  
COUNTY OF PARKER

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

Average Joe

Average Joe

PRINTED NAME

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged, sworn to and subscribed before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_, by Average Joe.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_.

Date: July 6, 2018  
Loan Number: 26111573

**ERROR AND OMISSIONS / COMPLIANCE AGREEMENT**

Borrower(s): Average Joe

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

State of TEXAS  
County of PARKER

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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Average Joe

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: July 6, 2018

Loan Number: 26111573

Lender: Test Seller

Borrower(s): Average Joe

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

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:

\_\_\_\_\_  
Average Joe

Subscribed and Sworn before me on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
  
\_\_\_\_\_  
Notary Public

My appointment expires:

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

**BORROWER'S CERTIFICATION  
OF  
FAXED DOCUMENTS**

Borrower(s): Average Joe

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

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:

Average Joe

Date: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

## BORROWER(S) NOTIFICATION

Borrower(s): Average Joe

Property Address: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

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 5.000% of any late payment which is paid more than ten (10) 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 ten (10) 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: \_\_\_\_\_

Average Joe

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: July 6, 2018  
Loan Number: 26111573  
Borrower: Joe

## **QUALITY CONTROL RELEASE**

Lender: Test Seller

Borrower(s): Average Joe

Property: 123 GENERIC DRIVE, SPRINGTOWN, TEXAS 76082

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:

Average Joe