

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**  
Order Number: **201302280095**

**PeirsonPatterson, LLP**  
**Loan Transmittal Memorandum**

**www.ppdocs.com**

**NOTE TO TITLE COMPANY:** PeirsonPatterson's fee will not change if our warranty deed is not used or is not provided. PeirsonPatterson still needs to review the deed unless this *review* is waived by the lender.

This loan package was prepared by: **Ambra Costner**

Comments:

**Thanks and have a great day!**

**Attorney Invoice**  
**PeirsonPatterson, LLP**

2310 Interstate 20 W, Suite 100  
 Arlington, TX 76017  
 Phone: (817) 461-5500 Fax: (817) 856-6060

Invoice To: Closing Dept  
 Your Title Company  
 123 Main Street, Suite 555  
 Augusta, ME 04332  
 Phone: (207) 555-5555 Fax:  
 GF Number:

Date	Order #	Description	Amount
2/28/2013	201302280095	For professional services in connection with the preparation of real estate documents.	\$175.00

**Lender:**  
 ABC Bank  
 2310 W Interstate 20, 100  
 Augusta, ME 04332  
 Phone: (207) 555-5555 Fax:  
 Closer: Ambra Costner  
 Loan # 132456789

**Property:**  
 1234 Main Avenue  
 Augusta, ME 04332

**Borrower(s):**  
 John Doe

**Seller(s):**  
 Jennifer Brown

TO INSURE PROPER CREDIT, PLEASE RETURN COPY OF INVOICE WITH REMITTANCE AND PLEASE REFERENCE OUR INVOICE NUMBER ON YOUR CHECK.

**MAKE CHECK PAYABLE TO: \* PeirsonPatterson, LLP. - ARLINGTON \*  
 DO NOT MAIL TO DALLAS - MAIL CHECK TO ARLINGTON**

The fee(s) on this invoice must be separately itemized on the closing statement and shown as a fee to the Lender's attorney. Please contact this office immediately should the transaction be cancelled so that our billing department can close this account. Please make your payment within three days following the closing.

Please do not staple checks to this invoice.  
 THANK YOU FOR YOUR BUSINESS.

To Settlement Agent:  
**Your Title Company**  
**123 Main Street, Suite 555**  
**Augusta, ME 04332**  
 Attn: **Closing Dept**  
 Phone No.:(207) 555-5555  
 Fax No.:  
 Email:

From Lender:  
**ABC Bank**  
**2310 W Interstate 20, 100**  
**Augusta, ME 04332**  
 Attn: **Ambra Costner**  
 Phone No.:(207) 555-5555  
 Fax No.:  
 Email: **ambra@ppdocs.com**

## Supplemental Closing Instructions

### SECTION I. LOAN INFORMATION

Borrower(s): **John Doe**  
 Seller(s): **Jennifer Brown**  
 Property Address: **1234 Main Avenue, Augusta, ME 04332**  
 Sales Price: **\$200,000.00**  
 Down Payment: **\$25,000.00**  
 Loan Amount: **\$175,000.00**  
 Initial Payment: **\$886.70**  
 Loan Type: **First Lien-Conventional-Purchase**

Loan # **132456789**  
 GF No:  
 Order Number: **201302280095**  
 Invoice Number: **3-02-03806**  
 Initial Interest Rate: **4.500%**  
 Term of Loan: **360 months P&I**  
 Closing Date: **March 2, 2013**  
 Document Exp. Date:  
 First Payment Date: **May 1, 2013**  
 Final Payment Date: **April 1, 2043**

### SECTION II. LOAN FEES AND ESCROWS

Settlement agent fees are provided as an estimate. Final settlement fees must comply with applicable federal laws, rules and regulations; and any applicable state laws or local ordinances.

#### A. Fees Paid at Closing.

The following fees must be indicated on the HUD-1 Settlement Statement. Collect same unless indicated as "POC" (Paid Outside Closing). Show all "POC"s as such on the HUD-1 Settlement Statement.

100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$200,000.00	401. Contract sales price	\$200,000.00
102. Personal Property		402. Personal property	
103. Settlement charges to Borrower (line 1400)	\$7,162.49	403.	
104.		404.	
105.		405.	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	\$207,162.49	420. Gross Amount Due To Seller	\$200,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	\$175,000.00	502. Settlement charges to seller (line 1400)	\$1,150.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Deposit with lender		506.	
207.		507.	
208.		508.	
209.		509.	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	

Supplemental Closing Instructions

218.	
219.	
<b>300. Case at Settlement from/to Borrower</b>	
301. Gross amount due from borrower (line 120)	\$207,162.49
302. Less amounts paid by/for Borrower (line 220)	(\$176,000.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$31,162.49

518.	
519.	
<b>600. Case at Settlement to/from Seller</b>	
601. Gross amount due to Seller (line 420)	\$200,000.00
602. Less reductions in amount due seller (line 520)	\$1,150.00
603. Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$198,850.00

<b>700. Total Real Estate Broker Fees</b>		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.	\$0.00		
702.	\$0.00		
703.	Commission paid at settlement	\$0.00	\$0.00
704.		\$0.00	\$0.00

<b>800. Items Payable in Connection with Loan</b>			
801.	Our origination charge (Includes Origination Point 0.840% or \$1,130.00)	\$1,805.00	(GFE #1)
802.	Credit or charge for interest rate		
803.	Your adjusted origination charges		(GFE A) \$1,805.00
804.	Appraisal fee to Appraisal Group		(GFE #3) \$400.00
805.	Credit report to Credit Agency		(GFE #3) \$25.00
806.	Tax service		
807.	Flood certification to Flood Company		(GFE #3) \$12.00
808.	Document preparation to PeirsonPatterson, LLP \$175.00 (included in line 801)		(GFE #1)
809.			
810.			
811.			
812.			
813.			
814.			

<b>900. Items Required by Lender to Be Paid in Advance</b>			
901.	Daily interest charges from 03/02/2013 to 4/1/2013 @ \$21.5753 /day		(GFE #10) \$647.26
902.	Mortgage insurance premium for months		
903.	Homeowner's insurance for years		
904.			
905.			
906.			

<b>1000. Reserves Deposited with Lender</b>			
1001.	Initial deposit for your escrow account		(GFE #9) \$1,600.00
1002.	Homeowner's insurance 3 mo. @ \$125.00 per month	\$375.00	
1003.	Mortgage insurance		
1004.	Property taxes 6 mo. @ \$266.67 per month	\$1,600.02	
1005.			
1006.			
1007.	Aggregate Escrow Adjustment	-\$375.02	
1008.			
1009.			
1010.			

<b>1100. Title Charges</b>			
1101.	Title services and lender's title insurance to Your Title Company		(GFE #4) \$1,355.00
1102.	Settlement or closing fee to Your Title Company	\$175.00	
1103.	Owner's title insurance to Your Title Company		(GFE #5) \$1,233.23
1104.	Lender's title insurance to Your Title Company	\$1,150.00	\$1,150.00
1105.	Lender's title policy limit	\$175,000.00	
1106.	Owner's title policy limit	\$200,000.00	
1107.	Agent's portion of the total title insurance premium		
1108.	Underwriter's portion of the total title insurance premium		
1109.			
1110.			
1111.			
1112.			

<b>1200. Government Recording and Transfer Charges</b>			
1201.	Government recording charges to County Clerk		(GFE #7) \$85.00
1202.	Deed Mortgage \$85.00 Releases		
1203.	Transfer Taxes		
1204.	City/County tax/stamps Deed Mortgage		
1205.	State tax/stamps Deed Mortgage		

**Supplemental Closing Instructions**



<b>Itemization of Our Origination Fee (Line 801)</b>	
Loan origination fee to ABC Bank	\$1,130.00
Underwriting fee to ABC Bank	\$125.00
Processing fee to ABC Bank	\$325.00
Application fee to ABC Bank	\$50.00
Attorney fee for docprep to PeirsonPatterson, LLP	\$175.00

<b>Itemization of Title Services and Lender's Title Insurance (Line 1101)</b>	
Title courier fee/Express mail fee to Your Title Company	\$26.00
Guaranty fee to Your Title Company	\$4.00

**B. Per Diem Interest and Escrows:**

Per Diem Interest is **21.5753** per day. Collect per diem interest from the date of funding (including date of funding) to **4/1/2013**. Collect from **Borrower(s)** and remit by separate check to **Lender**.

Aggregate Analysis. Borrower must sign enclosed initial escrow account disclosure statement. Collect and illustrate escrows on HUD-1 Settlement Statement according to the top half of the enclosed Aggregate Escrow Entry Sheet. Do not close if "Payments From Escrow Account" is not accurate.

**C. Issuance of Separate Checks:**

Lender requires the issuance of additional separate checks for the following, which have not been deducted from the loan proceeds.

- **Invoice number 3-02-03806 to PeirsonPatterson LLP. For professional services in connection with the preparation of real estate documents. \$175.00**

**SECTION III. LOAN DOCUMENTS**

We are enclosing the following documents in connection with the above-referenced loan. Do not allow anyone to execute the loan documents before the date indicated on the Note. ALL PAPERS MUST BE SIGNED AS THE LEGAL DOCUMENTATION HAS BEEN TYPED. IF YOU HAVE INFORMATION THAT THE TYPED NAMES OR OTHER FACTUAL INFORMATION ARE INCORRECT, PLEASE CONTACT LENDER IMMEDIATELY. All documents requiring execution in the presence of a notary public shall be so executed, and this notary shall complete the proper notary acknowledgment and affix the proper seal to such documents. If there is any question as to the identity of the person executing any document, the responsibility of determining that person's identity is that of the notary public and the Settlement Agent. No corrections, erasures, changes or substitutions may be made to the documents without Lender's prior written approval. Such documents are conditionally delivered to Settlement Agent only for loan settlement and should under no circumstances leave Settlement Agent's possession or control except for delivery to Lender unless Settlement Agent is in receipt of written instructions otherwise from Lender. Powers of Attorney are not allowed unless specifically approved in writing by Lender. If you have information that the typed names are incorrect, please contact Lender immediately. Please follow the respective instructions for the disposition of each document.

Loan Transmittal Memorandum

Attorney Invoice Return with payment to PeirsonPatterson, LLP. @ 2310 W. Interstate-20, Suite 100, Arlington, Texas, 76017-1668.

Supplemental Closing Instructions Originals to be signed by Settlement Agent and returned to Lender.

Master Closing Instructions (Multistate) Originals to be signed by Settlement Agent and returned to Lender.

Aggregate Escrow Account Entry Use these calculations to establish the initial escrow account.

Initial Escrow Disclosure Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

SSN Verification

Truth in Lending Disclosure Statement Each Borrower must sign original counterpart prior to signing the Note and Security Instrument (Mortgage / Deed of Trust). Return Original and one (1) certified copy to Lender. Give each Borrower one (1) copy.

APR & Finance Charge Summary Give to Borrower(s).

Itemization of Amount Financed Borrower(s) must initial. Return original to Lender. Give One (1) copy to Borrower(s).

Periodic Amortization Schedule Borrower(s) to initial each page of amortization schedule. Return original to Lender.

Maine Fixed Rate Note Borrower(s) must sign Original and initial each page. Return Original and one (1) certified copy to Lender.

Maine Mortgage - FNMA/FHLMC Uniform Instrument 3020 The indicated Borrower(s) must sign original Security Instrument (Mortgage / Deed of Trust). Obtain acknowledgements and file original. After recording, return original and one (1) certified copy to Lender. Give Borrower(s) one (1) copy.

1st Payment Letter & Mailing Add Cert/Coupons Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Borrower(s) Acknowledgement of Receipt of Disclosures Borrower(s) must acknowledge disclosures indicated therein. Return original to Lender. Give Borrower(s) one (1) copy.

Appraisal Disclosure (ME) Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Appraisal Receipt Borrower(s) must complete date and name of appraiser if not already complete. Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Appraisal Report Disclosure Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Attorney Representation Notice Borrower(s) and Seller(s) must sign. Return original to Lender. Give Borrower(s) and Seller(s) one (1) copy.

Borrower's Closing Affidavit Borrower(s) must sign and swear to the truth of the matter(s) stated. Signatures must be acknowledged. Return Original(s) to Lender. Give Borrower(s) one (1) copy.

Certification and Authorization to Release Information Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Collateral Protection Insurance Notice Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Disclosure of Right to Receive a Copy of an Appraisal Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Document Correction Agreement Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Error & Omissions/Compliance Agreement Borrower(s) must sign and signature(s) notarized. Return original to Lender. Give Borrower(s) one (1) copy.

Fair Credit Reporting Act Notice Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Mineral Rights Acknowledgment Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

No Undisclosed Debt Affidavit The indicated Borrower(s) must sign original Security Instrument (Mortgage / Deed of Trust). Obtain acknowledgements and file original. After recording, return original and one (1) certified copy to Lender. Give Borrower(s) one (1) copy.

**Supplemental Closing Instructions**

Notice of No Oral Agreements All Parties must sign. Return original to Lender. Give each Party one (1) copy.

4506-T Cover Sheet

Form 4506-T Request for Transcript LINES 1b, 6 - 9 MUST BE COMPLETED. **\*\*LINE 4 SHOULD BE COMPLETED, if applicable.\*\*** Borrower(s) to complete, fully execute and return original to Lender.

W-9 Cover Sheet

Request for Taxpayer Identification Number and Certification - Borrower 1 Each Borrower must complete and sign a separate W-9. Return Original(s) to Lender.

RESPA Servicing Disclosure Statement Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

#### SECTION IV. ADDITIONAL REQUIREMENTS

##### Title Insurance.

\* Mortgagee's Clause in Title Policy must read: "(Lender's name as appearing in the Note), and/or (the Secretary of Housing and Urban Development) (the Administrator of Veteran's Affairs) (the Veteran Land Board), their respective successors and assigns, as their interest may appear" depending on the type of loan as indicated in the Master Closing Instructions. Provide most current version of ALTA Mortgage Policy (1992 or later). The 1990 ALTA Policy is not acceptable.

\* Provide appropriate ALTA endorsements to Mortgagee's Title Policy at Borrower's expense.

Corrected Title Commitment. In addition to the requirements contained in the Master Closing Instructions, if provided, the Commitment must be amended as follows: (WE REQUIRE THE FOLLOWING ITEMS WITHIN TWENTY-FOUR HOURS OF THE EXECUTION OF THE DOCUMENTATION.)

**Schedule A: Proposed Insured to read "ABC Bank" and add Conventional verbiage.**

**Schedule A: Reflect our Loan Amount of \$175,000.00.**

**Schedule C: Clear ALL Items. All Liens MUST be paid in full and released.**

**Schedule B - Section 1 & 2: Satisfy all requirements and show LENDER in first lien position. Delete general exceptions and guarantee all taxes due are paid current. Properly dispose all other matters. Comply with all state specific requirements.**

**STRICTLY ADHERE TO THE MASTER CLOSING INSTRUCTIONS.**

**Provide a full T-19 endorsement without deletion.**

**Provide all applicable Endorsements @ Borrower's expense.**

**Provide an amended, original and countersigned Title Commitment, updated within 30 days of closing.**

Hazard Insurance. Obtain a one year paid comprehensive Maine HO-B - homeowner's insurance policy with paid receipt or if unavailable at time of submission to Lender, complete and return Original Hazard Insurance Certification of payment by Settlement Agent. Any binder must meet requirements (1)-(4) of Section 2, subsection (e) of Article 21.48 A of the Texas Insurance Code. The policy should have a minimum deductible and be in an amount not less than the loan amount. The policy must be A + V Class or better in the Best Key Rating Guide. "Its Successors and/or Assigns" should follow the Lender's name in the mortgagee clause of the policy.

Borrower's HUD-1 Settlement Statement. HUD-1 must reference SETTLEMENT AGENT NAME, ADDRESS and PHONE NUMBER in Section H "Settlement Agent" and at least SETTLEMENT AGENT ADDRESS in "Place of Settlement" box. Three (3) certified copies. The Borrower(s) cannot receive any credit against the Sales Price for repairs or any other matter(s) without Lender's specific approval. Must reflect the name and address, including zip code of the Borrower(s), the Lender and the Settlement Agent.

Seller's HUD-1 Settlement Statement. Three (3) certified copies. Reflect Seller(s) new address.

One (1) Certified Copy of Restrictions and/or Easements. of record is required.

Loan Application. Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Lender's Privacy Requirements. Maintaining public confidence is important to the success and well-being of Lender. Additionally, Lender is bound by certain state and federal laws and regulations that require Lender and Lender's employees to transact business mindful that information shall be properly safeguarded. These closing instructions hereby put Settlement Agent on notice that the laws, regulations and safeguards that apply to Lender and its employees equally apply to vendors, agents and service providers [VASPs] of Lender. In conducting the business of Lender, certain customer information is obtained, used, created, stored and disposed. It is expected and required that all persons or entities with access to Lender's customer information shall keep that information confidential. VASPs are not authorized to access Lender's customer information except as is minimally necessary to complete assigned work. VASPs are not to make unauthorized copies of customer information. VASPs are not to discuss customer information with anyone other than authorized persons. Casual conversation about customers and customer information is prohibited and should be avoided even with other VASPs or Lender employees. VASPs shall not sell or otherwise share any customer information with any third party persons or companies. It is understood by Settlement Agent that Lender's customer information shall only be obtained, used, stored and disposed by methods and means that are necessary and permitted in order to conduct the business of Lender and Settlement Agent. All such access shall be in a safe guarded manner consistent with Lender's business practices and generally accepted professional business standards.

##### Other Items:

- Borrower(s) must complete Social Security Number(s) or Tax ID number on any applicable documents.
- Provide any and all other state specific documents necessary to properly close and insure this transaction.
- HUD-1 must reference SETTLEMENT AGENT NAME, ADDRESS and PHONE NUMBER in Section H "Settlement Agent" and at least SETTLEMENT AGENT ADDRESS in "Place of Settlement" box.
- Borrower(s) to sign and date final 1003 Loan Application.
- Title Company MUST attach Exhibit "A" legal description to all applicable documents prior to closing.
- Title Company to complete the enclosed Borrower's Closing Affidavit (#6 on Page 3 Hold Harmless) with ANY/ALL Survey violations, if any. Return executed original to Lender.
- Verify all liens against subject property are paid in full.

#### SECTION V: LOAN FUNDING

All papers must be signed as the legal documentation has been typed. If you have information that the typed names or other factual information are incorrect, please contact Lender immediately. All fees and charges required to be paid and known by Settlement Agent must be reflected on the Settlement Statement. The Settlement

##### Supplemental Closing Instructions

Statement must be faxed to Lender for approval prior to Closing. After Lender approval, no charges or fees can be added to the Settlement Statement without lender's written consent. The loan must close and fund by the Document Expiration Date indicated on page one of these Instructions. Do not file the Deed of Trust prior to Lender's funding authorization. The Closing of this loan is contingent upon the Sales Price captioned herein being true and correct. Should you have information indicating a lesser Sales Price or any secondary financing not shown above, do not close this loan and contact Lender immediately.

The escrow agent shall prepare the HUD-1 Settlement Statement in accordance with these instructions and provide it to us for our approval at least 24 hours before the real estate settlement transaction is closed. Then, the escrow agent shall close the transaction and disburse funds only in accordance with the approved HUD-1 Settlement Statement. If any party to the transaction requests that his/her funds be disbursed in any manner different from the approved HUD-1, the escrow agent shall advise us of the request and obtain prior approval from us before any funds are disbursed in a manner different from the approved HUD-1 Settlement Statement.

The undersigned as authorized agent for Settlement Agent hereby states that all the terms and conditions contained in these Supplemental Closing Instructions, the Commitment for Title Insurance issued for this loan and the Master Closing Instructions (if applicable) which are incorporated herein by reference have or will be complied with prior to the request for loan funding, unless otherwise authorized herein.

**Your Title Company**

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

**Settlement Agent Signature**

[ORIGINAL SIGNATURE, NOT STAMP, REQUIRED AS A CONDITION OF FUNDING.]



# MASTER CLOSING INSTRUCTIONS

Loan # 132456789

**These Master Closing Instructions are for closing the loan referenced in the Supplemental Closing Instructions. Do not proceed unless you accept full responsibility for following these instructions. All Master and Supplemental Closing Instructions must be strictly followed. Do Not Close The Loan Otherwise. Have any questions answered prior to commencement of closing. Any modifications must be in writing and signed by the Lender. SETTLEMENT AGENT IS NOT AUTHORIZED TO MAKE ANY CHANGES ON THE NOTE, SECURITY INSTRUMENT OR TRUTH-IN-LENDING DISCLOSURE STATEMENT. THE DOCUMENTS MUST BE REORDERED BY THE LENDER.**

If any ambiguities, obvious errors, or questions arise in connection with the loan or any matter contained in the Master or Supplemental Closing Instructions, the Closing Coordinator specified in the Supplemental Closing Instructions must be contacted prior to closing. The Settlement Agent will be liable for losses incurred by the Lender as a result of the agent closing the loan with knowledge that errors were contained in any documents or instructions. If the Settlement Agent determines that the loan cannot be closed in accordance with these Master Closing Instructions, do not proceed to closing without further instructions from the Lender. An attempt has been made to provide complete and correct forms necessary to close the loan. However, if any required forms are missing, obviously incorrect, or obsolete, contact the Lender.

## 1. FRAUD PREVENTION.

- 1.1 Settlement Agent has special knowledge that the Lender cannot obtain from any other source. Lender is relying on Settlement Agent to communicate any material information, such as by way of example, an adverse change of the value or title of the property, changes to the sales contract (if purchase), changes to the financing, bankruptcy, or enforcement of creditor's rights are material to Lender. If Settlement Agent receives any such material information, the Settlement Agent shall suspend loan closing and immediately disclose the information to Lender.
- 1.2 If Settlement Agent has knowledge that anyone in Settlement Agent's office is a party to the transaction, is a family member or relative of any of the parties to the transaction, or has a conflict of interest, obtain Lender's written consent before closing.
- 1.3 If Settlement Agent has reason to believe there is a fraud or scheme related to the transaction, Settlement Agent shall suspend loan closing and immediately contact Lender.
- 1.4 Information related to the Borrower, Seller, Real Estate Broker, Builder, Mortgage Broker, Title Insurer, Settlement Agent, or property may be a material inducement to Lender for making the loan. If Settlement Agent knows any party to the transaction made a material misstatement or discovers a falsehood, Settlement Agent shall suspend the closing and immediately contact the Lender.
- 1.5 If Settlement Agent has knowledge or belief that any document has been tampered with, falsely generated, bears an incorrect or falsified date, bears different names and addresses for the same party, bears a fictitious name, or a party's handwriting is inconsistent throughout the file, suspend closing and immediately contact the Lender.
- 1.6 If the Borrower or Seller appear to be coerced, under undue influence, or lack capacity to

understand the transaction, suspend closing and immediately contact the Lender.

- 1.7 The Borrower(s) must appear to be able to read the loan documents and the nature of the transaction.
- 1.8 To comply with the US Patriot Act, the Bank Secrecy Act, and regulations promulgated by the Secretary of the Treasury, Lender has established a customer identification program. The reason for this program is to ascertain and verify the Borrower's, and any Signatory's, true identity. To this end, and because the Settlement Agent has face-to-face contact with the Borrower, perform the following activities for each Borrower and Signatory:
  - (a) explain to the Borrower that information is being obtained to verify identity;
  - (b) complete the Identity Affidavit, either electronically or manually, in accordance with the instructions accompanying it;
  - (c) for U.S. residents, obtain a copy of an unexpired government-issued identification that bears a photograph or similar safeguard;
  - (d) for non-U.S. residents, obtain a copy of one or more of the following: a copy of an unexpired government-issued document evidencing nationality or residence and bearing a photograph; and/or an unexpired passport with passport number and country of issuance; and/or an unexpired alien identification card;
  - (e) if a customer is unable to produce an unexpired form of identification, contact the Lender for assistance in independently verifying the true identity of the customer;
  - (f) for corporations, partnerships, trusts, and other persons that are not individuals, obtain from the state of incorporation certification of good standing and a copy of the authorizing resolution duly certified by a corporate official, a government-issued business license, Partnership Agreement, or Trust Agreement;
  - (g) if Settlement Agent cannot form a reasonable belief that the true identity of the Borrower is known, suspend closing and immediately contact the Lender; and
  - (h) include in the closing package returned to Lender copies of all identifying information provided by the Borrower, copies of all documents relied on to establish the Borrower's true identity, and any documents pertaining to the resolution of any discrepancy in the identifying information obtained.
- 1.9 Settlement Agent must obtain Borrower's acknowledgement supplied by Lender, that no third party is paying the Borrower to lend credit or identity to the transaction.
- 1.10 If Settlement Agent has knowledge that there is, or will be, a "silent second mortgage" placed on the property, or that any monies Borrower is required to pay or deposit at closing are not from the Borrower's own funds or a bona fide gift, the Settlement Agent shall suspend loan closing and immediately contact Lender.
- 1.11 Settlement Agent is only to accept Borrower funds from Borrower's deposited accounts in the financial institutions verified and disclosed on Fannie Mae Form 1003, Freddie Mac Form 65, or

from the account and institution specified elsewhere in these Closing Instructions. Settlement Agent must verify the source of funds; if Borrower funds come from a different institution or an out-of-state institution, suspend closing and immediately contact Lender.

- 1.12 All funds must pass through escrow and should be noted on the HUD-1 Settlement Statement. Copies of down payment checks or funds needed to close must be sent to Lender. The name and address on the deposit check must match Borrower's name and address.
- 1.13 If the property has been subject to a closing within one year of the current transaction, Settlement Agent is to contact Lender and obtain Lender's written consent to close. Settlement Agent must obtain Lender's written consent to close if there have been any transfers of the property within the last 180 days.
- 1.14 If this is an owner-occupied property transaction and Settlement Agent has knowledge of the Borrower owning and occupying another residence not subject to sale, or that the Borrower does not intend to occupy the property, the Settlement Agent shall obtain the written consent of Lender.
- 1.15 If the Mortgage Broker and the property Seller are the same, or the Settlement Agent has knowledge that are owned or controlled by the same person, do not proceed with closing and immediately contact Lender.
- 1.16 Immediately inform the Lender if the Borrower had a former interest in the property, or if other parties to the transaction such as the Real Estate Agent, Mortgage Broker, Appraiser, or Settlement Agent had an interest in the property.
- 1.17 If a business entity is acting as the Seller, confirm that the Borrower does not control, and is not related to, the Owner or the Seller.
- 1.18 If this is a purchase transaction, have Borrower confirm a property inspection has occurred on form supplied by Lender; if no real estate commission is payable, provide the Lender with an explanation if the sales contract provides otherwise.
- 1.19 If the real estate commission appears excessive for the market area, contact the Lender prior to closing.
- 1.20 All Borrowers must execute IRS Form 4506.
- 1.21 Confirm the preliminary Title Commitment or Binder is correct for insuring purposes, or issue a corrected Title Commitment or Binder to Lender. Immediately contact the Lender if the owner, as shown on the Title Commitment, is different from the Seller on the Purchase Contract. The sale must not be subject to Seller acquiring title.
- 1.22 Settlement Agent must be an approved agent with the Title Insurer whose name appears on the Title Commitment and Binder.
- 1.23 If there are material or significant changes to the sales price or the escrow, Lender must approve the same prior to closing. Confirm the sales price on the contract matches the sales price on the HUD-1 Settlement Statement.

- 1.24 If the property tax assessment is less than or greater than 10% of the sales price, contact Lender, if other than new home sale.
  - 1.25 Contact Lender immediately if there are any unusual payouts denoted on the Seller's column on the HUD-1 Settlement Statement.
  - 1.26 Settlement Agent must sign the HUD-1 or HUD-1A Settlement Statement.
  - 1.27 Settlement Agent must sign the Closing Instructions to acknowledge receipt and to affirm that the Settlement Agent has read, understood and accepts all conditions of conducting the settlement.
  - 1.28 Borrower must sign all verification documents and certify that the information in the verifications is accurate.
  - 1.29 Settlement Agent must return recordable documents and the final Title Policy in a timely manner, but no later than 30 days from the date of closing. Failure to deliver these documents in a timely manner will result in a claim being filed with the Title Insurer.
  - 1.30 Do not allow the Borrower to sign any document containing blanks.
  - 1.31 If actual settlement charges on the HUD-1 Settlement Statement exceed the Good Faith Estimate supplied at closing by 10% or more, contact the Lender prior to closing.
  - 1.32 If the legal documents are incomplete or inconsistent with other information in the mortgage file, immediately contact the Lender.
  - 1.33 Ensure all documents have proper signatures.
  - 1.34 **The escrow agent shall prepare the HUD-1 Settlement Statement in accordance with these instructions and provide it to us for our approval at least 24 hours before the real estate settlement transaction is closed. Then, the escrow agent shall close the transaction and disburse funds only in accordance with the approved HUD-1 Settlement Statement. If any party to the transaction requests that his/her funds be disbursed in any manner different from the approved HUD-1, the escrow agent shall advise us of the request and obtain prior approval from us before any funds are disbursed in a manner different from the approved HUD-1 Settlement Statement.**
2. **INSURED CLOSING.** An Insured Closing Protection Letter in the form authorized for use in your state must be issued in connection with the closing and settlement of any loan closing. All Issuing Agents and approved attorneys must confirm that such a letter is on file with the Lender before closing the loan.
  3. **CLOSE AS INSTRUCTED AND REQUIRED.** As Settlement Agent, you must close the transaction in strict accordance with these Closing Instructions. If this transaction involves a sale, all applicable terms and conditions of the sales contract furnished to Lender must be followed. Immediately advise the Lender if any of the sales contract provisions conflict with these Closing Instructions. Prior to request for funding, you must have written authorization from Lender approving any deviation from the Master and/or Supplemental Closing Instructions. No credits, debits, secondary financing, or third party

contributions are allowed unless specifically authorized in the Supplemental Closing Instructions. All persons signing both the note and the deed of trust must be vested in title unless the Lender states in writing that an individual is acting pro forma or as a cosigner or guarantor.

4. **COMMITMENT FOR TITLE INSURANCE AND POLICY.** Lender's loan documents have been prepared based upon the Title Commitment or Binder. The title policy must be written through the same company which issued the Commitment for Title Insurance ("Title Commitment") previously furnished to the Lender. If the Title Commitment or Binder does not comply with the following requirements, Settlement Agent must either (i) amend it, (ii) provide a new Title Commitment or Binder, or (iii) agree to provide Lender a subsequent Mortgagee Title Policy ("Title Policy") in accordance with the following requirements:

- 4.1 The date of the Title Commitment or Binder may not be more than ninety (90) days before the settlement date. If the Title Commitment or Binder has expired, do not close the loan, and contact the Lender immediately. The Title Commitment or Binder must have an authorized counter-signature by a validating officer or authorized signatory.
- 4.2 The Title Policy must insure a first and superior deed of trust, mortgage lien, or other specified security instrument and insure over all title exceptions that would jeopardize the marketability of title. Unless authorization is granted by Lender, the policy must be on the standard ALTA Loan Policy (Rev. 10-17-1992).
- 4.3 If, pursuant to the Lender's direction, the policy is written on a form other than the standard ALTA Loan Policy, the ALTA Short Form Residential Loan Policy should be used. In conjunction with the Master Policy, the coverage provided by the short-form policy must be at least as broad, providing at least the amount and scope of coverage given by the standard ALTA Loan Policy. In addition, by issuing a short-form policy, you acknowledge that the Lender may, in the future, request that a full, individual, standard ALTA Loan Policy be provided in its place.
- 4.4 The effective date of the policy coverage may be no earlier than the later of the date of the final disbursement of the loan proceeds or the date the Security instrument is recorded.
- 4.5 The "Proposed Insured" must read exactly as Lender's loan documents with the following additional phrase:

**If a Conventional Loan:** "Its successors and/or assigns as defined in Paragraph 1(a) of the Conditions and Stipulations of this policy."

**If an FHA Loan:** "And/Or the Secretary of Housing and Urban Development of Washington, D.C., their respective successors and assigns, as defined in Paragraph 1(a) of the Conditions and Stipulations of this policy."

**If a VA Loan:** "And/Or the Secretary of the Department of Veterans Affairs, an officer of the United States of America, their respective successors and assigns."

- 4.4 The amount of the coverage should at least equal the loan amount indicated in the Supplemental Closing Instructions. If the loan has potential capitalized interest or negative amortization, the coverage should equal the highest outstanding balance possible under the terms of the loan.

- 4.5 The "Proposed Borrower" must exactly match the Borrower's name(s) indicated in the loan documents.
- 4.6 The legal description in the Title Policy and loan documentation must conform to the survey, if a survey is available.
- 4.7 The "Estate Insured" must read FEE SIMPLE unless provided otherwise in the Supplemental Closing Instructions. The Mortgagee Title Insurance Policy must insure against any loss or damage sustained or incurred by reason of a lack of a right of access to and from the land. Any easements providing access to the property must be insured as part of the estate, and not shown as an exception on Schedule "B."
- 4.8 The policy cannot contain:
- (a) Any exception for taxes, assessments or other charges currently due and payable.
  - (b) Any exception for mechanic's, materialman's, artisan's or similar liens.
  - (c) General exceptions as to unrecorded easements or rights of way.
  - (d) General exceptions as to matters of survey including unrecorded easements or rights of way.
  - (e) Any exceptions to the dower, curtesy, homestead, community property or other statutory material rights, if any, of the spouse of any individual insured. In all cases where any rights of dower or curtesy may affect the taking of title to the property, the policy is to provide affirmative title insurance that the lien of our deed of trust, mortgage, or other security instrument has priority over any statutory rights of dower or curtesy. In those situations, the following language is to be included in the policy/binder: "This policy/binder insures, up to the face amount hereof, that the Insured shall incur no loss or damage as a result of the exercise or attempted exercise, of dower or curtesy rights."
  - (f) **NO REVERSIONARY INTEREST, RIGHTS OF FIRST REFUSAL, OR RIGHTS OF RE-ENTRY THAT COULD RESULT IN A FORFEITURE OF TITLE OR ANY PART OF TITLE TO THE PROPERTY WHICH IS NOT SUBORDINATED TO LENDER'S INSURED LIEN ARE ALLOWED.**
- 4.9 Any easement, encroachment, right-of-way or restriction constituting an exception must be specifically described on Schedule "B." Any easement or right-of-way indicated on Schedule "B" must be located on the survey unless Lender approves otherwise. If the survey does not show easements which are on the Title Commitment or Binder, either (i) remove said item(s) from Title Commitment or Binder or (ii) have surveyor locate and identify said items on an amended survey and obtain Lender's approval of said location. A surveyor's letter is not sufficient in lieu of removing the exception.
- 4.10 **The Title Policy must be received by Lender no later than 30 days from date of closing.**
5. **TITLE POLICY EXCEPTIONS.** If the title policy will contain exceptions other than those listed below, contact the Closing Coordinator prior to closing of loan. In addition to the survey, it may be

necessary for you to forward a copy of recorded documentation to determine whether a waiver will be required before closing and disbursement.

- (a) Taxes not yet due and payable.
- (b) Restrictions that are not violated and insurance that future violations will not cause a forfeiture or reversion of title.
- (c) Above-surface public utility easements along one or more of the property lines, provided the exercise of the rights thereunder do not interfere with any of the buildings or improvements located on the subject property.

**Note: On FHA and conventional loans, if above-surface public utility easements exceed ten (10) feet from any property line (twelve (12) feet on conventional loans), a waiver from FHA or conventional appraiser and PMI Company, if applicable, must be obtained prior to closing.**

- (d) Customary public utility subsurface easements which are in place and do not extend under any buildings or other improvements on subject property.
- (e) Mutual easement agreements recorded in the public records which establish joint driveways, joint garages, party walls, water wells, septic systems, or other private utility systems constructed partly on the subject property and partly on adjoining property, provided the easement agreement allows all future owners, their heirs and assigns forever, unlimited use without restriction of these joint driveways, garages, party walls, wells and other systems. (A copy of **recorded agreements** must be forwarded with closing documents.)

**Note: If survey reveals joint driveway, garage, water well, septic system or other private utility system, then such an agreement must be recorded.**

- (f) Encroachments:
  - (i) On subject property by improvements on adjoining property where such encroachments do not exceed one (1) foot, do not touch any buildings and do not interfere with the use of any improvements on subject property.
  - (ii) On adjoining property by driveways belonging to subject property where such encroachments do not exceed one (1) foot, provided there exists a clearance of at least ten (10) feet between the buildings on the subject property and the property line affected by the encroachment.
  - (iii) On adjoining property by eaves and overhanging projections attached to improvements on subject property where such encroachments do not exceed one (1) foot provided there exists a clearance of at least ten (10) feet between the buildings on the subject property and the property line affected by the encroachment

**VA Loans:** This exception not acceptable unless written waiver obtained from VA **prior to closing**).

- (iv) On adjoining property by hedges and removable wooden or wire fences belonging to the subject property.
- (iv) By garages or improvements, other than those which are attached to or a portion of the main dwelling structure, over easements for public utilities, provided such encroachment does not interfere with the use of the easement or the exercise of the rights of repair and maintenance in connection therewith.

**VA Loans:** This exception not acceptable unless written waiver obtained from VA **prior to closing**).

5.1 If subject property is served by a private water and/or sewer system, Schedule “B” of the Title Policy must contain the following affirmative coverage: “With respect to the private utility system documents of public record, there are no provisions that could result in a superior lien on the subject property ahead of the insured mortgage, or that could create a lien that would take priority over the interest of the mortgagee acquired through a deed in lieu of foreclosure.” Prior to closing the loan, please confirm with the title company that it will provide the foregoing affirmative coverage prior to closing the loan. If you are unable to satisfy this requirement, notify Lender’s Closing Coordinator. **DO NOT** close the loan.

5.2 Standard ALTA endorsements as shown below **must be issued** as applicable.

ALTA Endorsement	Form 1	Street Assessments
	Form 2	Truth-in-Lending
	Form 3	Zoning
	Form 3.1	Zoning – Completed Structure
	Form 4	Condominium
	Form 4.1	Condominium
	Form 5	Planned Unit Development
	Form 5.1	Planned Unit Development
	Form 6	Variable Rate Mortgage
	Form 6.1	Variable Rate Mortgage – Regulations
	Form 6.2	Variable Rate Mortgage – Negative Amortization
	Form 7	Manufactured Housing Unit
	Form 8.1	Environmental Protection
	Form 9	Restrictions, Encroachments, Minerals
	Form 9.1	Restrictions, Encroachments, Minerals – Owners Policy Unimproved Land
	Form 9.2	Restrictions, Encroachments, Minerals – Owners Policy Improved Land
	Form 10	Assignment
	Form 10.1	Assignment and Date Down
	Form 11	Mortgage Modification
	Form 12	Aggregation

State-specific endorsements must be issued where required.



An exception for rights of tenants in possession or rights of tenants under unrecorded or recorded leases is **unacceptable** except as follows:

- (a) Remaining term of lease is less than twelve (12) months and Title Policy so states.
- (b) The rights of tenants under unrecorded or recorded leases must be **fully subordinated** to Lender's security instrument.
- (c) The title policy must **affirmatively insure the priority of our lien over the rights of tenants under leases** (the title company will require evidence of subordination for this coverage).
- (c) If leases are not already in existence, delay consummation thereof until after execution and recordation of the Security instrument.

The Settlement Agent **must** determine **prior** to loan closing that these requirements are met in order to prevent the Lender from entering into a transaction that will deprive the Lender of what has been bargained for, and render a loan unsalable. If the Settlement Agent is unable to comply with these requirements, notify Lender's Closing Department. **DO NOT** close the loan.

If the policy will contain an exception for oil, water, mineral or other subsurface rights, the policy must affirmatively insure that the exercise of such rights will not result in damage to the property or impairment of the use of the property for residential purposes. In addition, a certification as follows will be required from the Settlement Agent: "The known facts do not import exercise, or impending exercise, of such outstanding rights in such a manner as to materially alter the contour of the mortgaged property or impair its value or usefulness for its intended purposes, and generally that such outstanding rights are similar to those customarily acceptable to prudent lending institutions, informed buyers, and lending attorneys in the community."

5.3 NO REVERSIONARY INTEREST, RIGHTS OF FIRST REFUSAL, OR RIGHTS OF RE-ENTRY THAT COULD RESULT IN A FORFEITURE OF TITLE OR ANY PART OF TITLE TO THE PROPERTY WHICH IS NOT SUBORDINATED TO LENDER'S INSURED LIEN ARE ALLOWED.

6. **SURVEY REQUIREMENTS.** On all loans covering individual units and approved PUDs, one (1) original location survey certified by a licensed surveyor will be required prior to issuing closing papers. The following survey requirements must be met:

- 6.1 Survey must be no more than 120 days old as of the date of closing.
- 6.2 Survey must show the location of buildings, driveways, fences, easements, encroachments, setback lines, beginning point, relation to adjacent properties and street intersections, north point, surveyor's original seal, lot and block number, recorded map information and indicate where property abuts public street with permanent access.
- 6.3 Survey must contain certification by surveyor as to whether property is located in a flood hazard area. If survey indicates flood insurance is required, refer to paragraph on Flood Insurance Requirements. If survey does not contain certification as to flood insurance, a separate

certification must be furnished from the surveyor.

- 6.4 If the survey shows a discrepancy from the property description of more than 2% in the front lot line or 5% in any other lot line, or a change in the description from that appearing in the Supplemental Closing Instructions, you should obtain the Lender's approval prior to closing.
- 6.5 The Survey must show the name of the Borrower.

For Condominium Loans, a copy of the recorded map showing the location of the unit is required in lieu of a Survey.

7. **HAZARD INSURANCE REQUIREMENTS.** It is the responsibility of the Settlement Agent to determine that coverage, as specified, is in force **on or prior to** the date of closing. Original Homeowner's Policy or Statement of Coverage for amount indicated in Supplemental Closing Instructions is required with a paid receipt for first year's premium. Except when required by state law, **binders are unacceptable.** (Note: If the property is located in the state of New York, state law requires the acceptance of binders.) Minimum coverage is fire and extended coverage. The insuring company must have an Alfred M. Best rating of Class III or better and be acceptable to Lender. Maximum deductible is the greater of \$1,000.00 or 1.00% of the loan amount. Names of insured and address of property are to be identical to closing papers.
8. **PUDS.** In addition to the hazard insurance on the living unit required in the Supplemental Closing Instructions, the Settlement Agent must verify that we have received, prior to closing, evidence that the Owners Association has secured adequate coverage of hazard and liability on the common areas, and fidelity insurance on the Owners Association.

**Condominiums:** If a copy of the policies has not been received, a copy must be forwarded with the closing documents. Before closing the loan, the Settlement Agent must verify that the following coverage exists:

- (a) A "Master" or "Blanket" policy of property insurance equal to full replacement value of the condominium project affording coverage for loss or damage by fire and other hazards.
  - (b) A comprehensive policy of public liability insurance covering all of the common areas and commercial spaces in the condominium project.
  - (c) Adequate fidelity coverage on the Owners Association to protect against dishonest acts by its officers, directors, trustees, employees and all others who are responsible for handling funds of the Association.
  - (d) The insured must be the Owners Association of the condominium project, on behalf of the owners of the condominium unit and their mortgagees.
  - (e) The Lender requires that the Settlement Agent provide a Certificate of Insurance or Memorandum from the insurance carrier as to the unit in the condominium, and evidence the Lender is a named mortgagee.
9. **FLOOD INSURANCE.** Federal flood legislation specifies that lenders **must** require flood insurance on properties located in Special Flood Hazard Areas (A, V) once such areas have been identified and

coverage is available through community participation in the program. **Compliance with this legislation is very important.** Please call the Closing Coordinator if you have any questions.

Where a survey is applicable, the Survey Requirements specify that surveyors are to furnish, either on or with the survey, a certification indicating whether or not the property is in a flood hazard area. **If flood insurance is not required in the Supplemental Closing Instructions and the Surveyor indicates property is in a flood hazard area, contact the Closing Coordinator for further instructions prior to closing.** Where flood insurance is required, names, address of property, and loss payable should be the same as in hazard insurance policy and closing documents. The following should be included with closing documents:

- (a) A copy of Application for Flood Insurance dated on or prior to the date of closing or original Flood Insurance Policy. (On condominium loans, a “blanket” policy of flood insurance in the name of the Owners Association and designated trustee must be provided with closing documents.)
- (b) Receipt indicating payment of first annual premium.
- (c) If original policy is not enclosed, certification by Flood Insurance Agent that original policy, when issued, will be forwarded.
- (d) Refinance cases (no transfer of title): If property is located in Special Flood Hazard Area and the property is not already covered, there will be a five-day waiting period from the date of application for insurance before coverage will be in effect. Loan closing should not occur until flood insurance is in effect.

10. **TRUTH-IN-LENDING.** All closings are subject to compliance with the Truth-in-Lending Act and Regulation Z, as amended. The Settlement Agent is expected to be familiar with Regulation Z. As required under the Truth-in-Lending Act and Regulation Z, a Disclosure Statement with estimates has been delivered to the Borrower(s) within three (3) days of loan application. It is the Lender’s practice to make a new Truth-in-Lending Disclosure Statement at closing, based on exact figures. If the closing will take place on a day other than that set forth in the Truth-in-Lending Disclosure Statement, call the Closing Coordinator for correct figures and information. Prior to consummation, a copy of the Truth-in-Lending Disclosure Statement must be provided to the Borrower(s) for keeping by the Borrower(s). The completed Truth-in-Lending Disclosure Statement must be signed by the Borrower(s) at closing prior to the execution of any of the other documents. The Borrower(s) must be given a copy of this Disclosure Statement. Contact the Closing Department if any portion of the Truth-in-Lending Disclosure Statement appears to be inaccurate.

**RIGHT OF RESCISSION:** When a loan is closed to refinance a lien on the Borrower’s primary residence, the Borrower has the right to rescind the transaction until midnight of the third business day following the signing of all closing documents. **The Settlement Agent is not authorized to accept a rescission on behalf of the Lender, unless required by state law.**

**Three (3) business days prior to disbursement of the loan,** the Settlement Agent shall give a completed copy of the security instrument and two (2) copies of the Notice of Right of Rescission to each obligor (and each person holding an ownership interest in the property subject to the security interest). If an Election Not to Cancel or Rescind was provided, it must be signed and dated by each obligor after three (3) business days have elapsed, then the disbursement of the loan may be completed. The Notice of Right of

Rescission forms containing the executed Election Not to Cancel or Rescind must be forwarded to the Lender with the other closing documents. **The rescission period may not be waived unless approved in writing by the Lender.**

If any of the Signatories elect to rescind the transaction, do not disburse funds. **Take no further action except to** immediately notify the Lender and return loan proceeds. Right of Rescission forms, where applicable, should be completed, executed, and enclosed with the loan document package.

11. **TERMITE INSPECTION REPORTS.** It is the Settlement Agent's responsibility to send the Termite Report to the Closing Coordinator for review prior to closing the loan. Any infestation indicated on the report must be treated; any damage must be evaluated by a licensed building expert and all recommended repairs completed prior to closing. Requirements by VA and FHA will vary from state to state. On VA loans, the veteran must sign the report accepting and acknowledging receipt of the Termite Report. On newly completed construction, Soil Treatment Guarantee is required of FHA, VA, and Conventional loans. The forms must be completed in detail and signed by the builder and applicator (exterminator). These forms may not be altered in any way. The originals must be forwarded to the Lender.
12. **HUD-1 SETTLEMENT STATEMENT.** Furnish three (3) certified copies of the HUD-1 Settlement Statement with original signatures by Borrower, Seller and Settlement Agent.
  - 12.1 The HUD-1 or HUD-1A Settlement Statement forms promulgated by the U.S. Department of Housing and Urban Development with a certification that it reflects an accurate statement of all receipts and disbursements must be used in all transactions. For a loan with no Seller, use the HUD-1A Settlement Statement form.
  - 12.1.1 The HUD-1 or HUD-1A Settlement Statement must be typed. The type of loan, general file number, loan or process number, and mortgagee insurance case number, if applicable, must be indicated. The correct name and address, including street, city, county, state, and zip code must be shown for Borrower, Seller, Lender and Settlement Agent. The settlement date must be the date that the security instrument/deed of trust becomes effective as between the Borrower and the Lender. The date funding is authorized by the Lender must also be shown.
  - 12.3 Recording fees must itemize the charges for each instrument being recorded. Property taxes must be broken down for each taxing authority paid. If taxes are assessed at an unimproved and improved rate during the tax year, indicate on the HUD-1 Settlement Statement the charges as follows: "Unimproved taxes for \_\_\_ months at \$ \_\_\_\_; and improved taxes for \_\_\_ months at \$ \_\_\_\_."
  - 12.4 All settlement charges listed on page 2 of the HUD-1 Settlement Statement must show the party to whom the charge is paid. All POCs (Paid Outside of Closing items) must be shown on the HUD-1 Settlement Statement. Unless indicated otherwise in the Supplemental Closing Instructions, collect per diem interest from the date of funding authorization (not the date of execution of the documents) up to and including the end of the month in which the loan closed. Do not collect per diem interest for the first day of the month following the closing. Interest charges must be accurately reflected in the HUD-1 Settlement Statement. If necessary, amend and initial the statement to reflect the correct funding date, interest amount due, and totals.
  - 12.5 Borrower(s) must pay all recurring closing costs (i.e., "prepaids") at closing on FHA and conventional loans. Recurring closing costs include prorated and escrow reserves for taxes,

initial premium and escrow reserves for hazard insurance, flood insurance and mortgage insurance premiums and per diem interest. On VA transactions, and only if specified in the sales contract, the Seller is allowed to pay for Borrower's prepaid items. Regardless of any contrary statement in these Master Closing Instructions, on FHA and VA loans, Borrower must not be allowed to pay more than the government allowed closing costs. If you have any doubt or question regarding what is an appropriate FHA or VA closing cost, contact the Closing Coordinator. On FHA and VA refinances, Borrower must at least pay the prepaids IN CASH at closing.

If escrow accounts are waived, there must be a hazard insurance policy for twelve (12) months (with a paid receipt) in effect at closing.

- 12.6 The Settlement Agent responsible for closing the transaction must furnish a Form 1099 reporting the gross proceeds of the sale and any other necessary information to the appropriate Internal Revenue Service Center. The Lender will not report the transaction for the Settlement Agent.
13. **WARRANTY OF COMPLETION OF CONSTRUCTION.** If FHA or VA approves plans and specifications prior to beginning of construction, and inspects property during construction, the Warranty of Completion of Construction in Substantial Conformity with Approved Plans and Specifications (VA Form 26-1859; HUD Form 92544) will be required. The name of the builder must be included in the specifications.
14. **ESCROW FOR COMPLETION.** No loan may close with funds escrowed for completion unless prior approval is given. If approved, escrowed funds must be held by the Settlement Agent, who will act as escrow agent. Requirements for escrow documentation will vary based on the type of loan.
15. **VA LOANS.** In addition to other closing requirements, the following will apply on VA loans:
- Vesting of Title:** The title encumbered with a VA loan must be vested **in the name of the veteran** or the veteran and spouse. If title is vested in any other manner, approval must be given by The Department of Veteran Affairs and the Closing Coordinator prior to closing.
- VA Form 26-1820 (Report and Certification of Loan Disbursement):** This form will be required on each VA loan. The form must be completed accurately and signed by the veteran and the Lender or an officer of the Settlement Agent's firm. Be sure all blanks are filled in.
- BORROWERS CANNOT PAY MAILING COSTS ON VA LOANS. THESE COSTS CANNOT APPEAR ON THE HUD-1 SETTLEMENT STATEMENT.**
16. **FHA LOANS.** In addition to other closing requirements, the following will apply on FHA loans:
- FHA Firm Commitment (FHA Form 92900-A):** The mortgagors must read and sign both copies in the space provided under the Borrower's Certificate. Care should be taken to insure that the appropriate blocks and blanks have been completed prior to signing. All parties signing the note and/or taking title must sign. Names and initials of signers must be the same as shown at top of the commitment and other closing documents. No loan should close after the expiration date of commitment. Any contingencies included in the commitment must be complied with prior to closing. **Both copies of signed commitment must be returned with closing documents.**

**NOTICE ON FHA LOANS: IF USING YOUR HUD-1 RATHER THAN THE ONE PREPARED AND SENT WITH THIS CLOSING PACKAGE, BE SURE THE FOLLOWING LANGUAGE IS INCLUDED ON THE LAST PAGE:**

**Application for Commitment for Insurance Under the National Housing Act**

I have carefully read the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Seller

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 this statement.

\_\_\_\_\_  
Settlement Agent

\_\_\_\_\_  
Date

Applicable to FHA Insured and VA Guaranteed Loans:

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

17. **POWER OF ATTORNEY.** No loan should close through power of attorney unless prior written approval is obtained from the Lender, since some investors will not purchase loans closed on this basis. If your jurisdiction requires the acceptance of a power of attorney, contact the Closing Coordinator. If the use of power of attorney is approved, the following minimum requirements (plus any additional requirements necessary to satisfy investors, FHA and VA) must be met:
- (a) Title Policy must contain affirmative coverage as to the enforceability of the security instrument and the authority of the attorney-in-fact.
  - (b) The power of attorney must be recorded prior to the recording of the security instrument and a copy of the recorded form must be forwarded with closing documents. (If a recorded copy is not available, a copy of the executed instrument and recorder's receipt will be acceptable.)
  - (c) The power of attorney form should grant the authority to purchase, execute a note, and encumber real estate, naming the specific property. On a VA loan, if the veteran is granting authority, it must give the power to use the veteran's VA entitlement. It must be valid at closing.
  - (d) The closing attorney must provide the Closing Coordinator with evidence that Borrower is alive as of date of closing. Example: On a VA loan, if veteran is in service, a letter from his commanding officer or telegram or letter from Borrower dated on or after closing date confirming veteran is alive.
  - (e) All closing documents must be signed by the attorney-in-fact.

- (f) All requirements of state law concerning the form, execution, and acknowledgment of powers of attorney, must be complied with. For North Carolina loans, the power of attorney must be executed under seal.

Unless Lender authorizes in writing otherwise, any Power of Attorney used by a Borrower must meet the following requirements:

**BORROWER(S) POWER-OF-ATTORNEY (POA)**

A Power-of-Attorney (POA) is a written instrument authorizing an individual to act on a person's or entity's behalf as his/her/its agent or Attorney-in-Fact (AIF). The following rules apply when reviewing Borrower(s) POA document/signatures (also see attached sample POA):

1. POA must be signed by the Borrower(s) and name must match Borrower(s) name on Note;
2. POA must state the name of the designated AIF;
3. The designated AIF must be the same person signing the Note on behalf of the Borrower(s);
4. The effective date of the POA must be the day of or before the date of the Note (cannot be dated *after* Note date); and
5. POA must be properly notarized.

The signature of an Attorney-in-Fact (AIF) is acceptable as long as "Attorney-in-Fact" (AIF) or "Power-of-Attorney" (POA) is indicated beside the AIF's printed or signed name and an acceptable matching POA document is received.

<b>PASS</b>
<u>Jane Smith as Attorney-in-Fact for Chris Jones pursuant to POA dated XX xx, XXXX</u> Chris Jones
<u>Chris Jones by Jane Smith, Attorney-in-Fact (or POA)</u> Chris Jones
<u>Chris Jones by Jane Smith, Attorney-in-Fact (or POA)</u> Chris Jones, by Jane Smith as his Attorney-in-Fact (or POA)
<u>Jane Smith, Attorney-in-Fact for Chris Jones</u> Chris Jones by Jane Smith as his Attorney-in-Fact (or POA)
<u>Jane Smith, Attorney-in-Fact (or POA)</u> Chris Jones
<u>Chris Jones by Jane Smith*</u> Chris Jones, by Jane Smith as his Attorney-in-Fact (or POA)
<u>Jane Smith*</u> Chris Jones, by Jane Smith as his Attorney-in-Fact (or POA)
<b>FAIL</b>
<u>Jane Smith</u> Chris Smith
<u>Jane Smith</u> Jane Smith, Attorney-in-Fact
<u>Chris Jones</u> Chris Jones by: Jane Smith, Attorney-in-Fact

\*While it is not always required to reflect AIF or POA on the signature line, it is strongly preferred.

Please use the following language for acknowledgments for individuals using a power of attorney:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by JANE SMITH AS ATTORNEY-IN-FACT FOR JOHN DOE.

**18. EXECUTION OF DOCUMENTS.**

- 18.1 Settlement Agent must verify by pictorial identification the identity of all the parties (as more fully described in Section 1).
- 18.2 All documents and riders must be signed exactly as the name is typed. Do not make any deletions, amendments, erasures, strikeouts, or additions to the documents without Lender's approval. If possible, a deletion should be made by marking one line through the language to be deleted. If approved, said deletions, amendments, erasures, additions and/or strikeouts must be initialed by all parties required to sign that document. Pages of the note and deed of trust which do not contain an original signature must be initialed by the Borrowers. Obtain the initials of an



appropriate party on all other documents indicating a place for party initialing. Do not allow the Borrower to sign any documents containing blanks.

- 18.3 Acknowledgments should be dated on or after the date of document execution. **Documents must not be signed or notarized prior to the date of the documents.** All documents must be signed and the transaction otherwise closed and funded prior to the "Document Expiration Date" indicated on the first page of the Supplemental Closing Instructions. All notarized documents must bear the seal, expiration date and printed name of the notary, and be signed by the notary, in accordance with applicable law.
- 18.4 If a UCC-1 Financing Statement is included in the document package, it must be filed according to Uniform Commercial Code revised Article 9.

Settlement Agent must properly file the documents requested by Lender to be recorded, and obtain from Borrower and/or Seller the required filing fees. Any deed used in this transaction must be returned to the Borrower. Powers of attorney, the deed of trust, and any assignment of lien must be returned after recording to Lender or the party indicated by Lender.

19. **MINORS.** If any or all of the parties to the loan are minors as defined by the laws of the state in which the subject property is located, the loan cannot close unless we have the closing attorney's certification that all parties to the loan are bound by the documents they execute as if they had reached their majority, and the title insurance obtained affirmatively insures same.
20. **SIGNING WITH MARK.** If it is necessary for Borrower to sign with his/her mark, the signatures of two witnesses (with names of witnesses typed under signatures) will be required.
21. **SECONDARY FINANCING.** No loan is to close with secondary financing without the Lender's explicit written approval. Secondary financing may be contrary to the approval of the loan by the VA, FHA and/or investor.
22. **HOUSING AUTHORITY LOANS.** Housing Authorities have been established in a number of states to purchase low interest rate loans to persons meeting certain criteria. Because of the low interest yield and limited time in which the Lender has to deliver the loans to an Authority, it is mandatory that these loans are closed accurately as they cannot generally be sold elsewhere without substantial loss. Unlike normal FHA and VA loans, these cases may not qualify if Borrower's incomes exceed a certain amount or if composition of household changes between the time of filing application and loan closing. If the Settlement Agent has reason to believe any such change in income or household composition has occurred since Borrower filed application for the loan, notify the Lender prior to closing so that the Lender may determine if the loan will be eligible for delivery to the Authority.
23. **FUNDING AND DISBURSEMENT.** After a satisfactory review, the loan will be funded pursuant to the procedure stated in the Supplemental Closing Instructions. The completed closing package is due in Lender's office on the business day indicated in the Supplemental Closing Instructions.

Forward a check to Lender in an amount equal to the sum of all Lender fees and escrows which have not/or will not be deducted from Lender's funds, including the indicated monthly escrows and interest adjustment, less any refund items referenced. Indicate the amounts used for monthly prorations. Also, itemize the amounts being remitted to Lender on the check being sent to Lender or by separate letter. Directly pay all other items according to the Supplemental Closing Instructions and invoice(s). If the

recordable documents have not been recorded within 72 hours of disbursement of funds to you, or you are aware that the loan will not fund within 72 hours of disbursement of loan proceeds, you are responsible for contacting the Lender and returning the loan proceeds. You will be responsible for daily interest on these proceeds from the date of disbursement.

**THERE IS TO BE NO EXPENSE TO LENDER IN CONNECTION WITH THIS TRANSACTION, UNLESS SPECIFICALLY AUTHORIZED BY THE LENDER. THE LENDER RESERVES THE RIGHT TO CANCEL OR MODIFY THESE INSTRUCTIONS AT ANY TIME WITH WRITTEN NOTICE TO SETTLEMENT AGENT.**

**IF YOU ARE UNABLE TO CLOSE AND FUND THE LOAN AS SPECIFIED, CONTACT THE LENDER IMMEDIATELY.**

24. **LENDER'S PRIVACY REQUIREMENTS.** Maintaining public confidence is important to the success and well-being of Lender. Additionally, Lender is bound by certain state and federal laws and regulations that require Lender and Lender's employees to transact business mindful that information shall be properly safeguarded. These closing instructions hereby put Settlement Agent on notice that the laws, regulations and safeguards that apply to Lender and its employees equally apply to vendors, agents and service providers [VASPs] of Lender. In conducting the business of Lender, certain customer information is obtained, used, created, stored and disposed. It is expected and required that all persons or entities with access to Lender's customer information shall keep that information confidential. VASPs are not authorized access Lender's customer information except as is minimally necessary to complete assigned work. VASPs are not to make unauthorized copies of customer information. VASPs are not to discuss customer information with anyone other than authorized persons. Casual conversation about customers and customer information is prohibited and should be avoided even with other VASPs or Lender employees. VASPs shall not sell or otherwise share any customer information with any third party persons or companies. It is understood by Settlement Agent that Lender's customer information shall only be obtained, used, stored and disposed by methods and means that are necessary and permitted in order to conduct the business of Lender and Settlement Agent. All such access shall be in a safe guarded manner consistent with Lender's business practices and generally accepted professional business standards.

**CALCULATION OF AGGREGATE ESCROW ACCOUNT**

Borrower(s) Name and Address: <b>John Doe</b>  1234 Main Avenue Augusta, ME 04332	Lender/Servicer Name and Address <b>ABC Bank</b> 2310 W Interstate 20, 100, Augusta, ME 04332  Phone: (207) 555-5555
Loan # 132456789	Mortgage Insurance/Case Number

**HUD-1 Reserve Account Entries**

Based on information available to preparer, the following can be used for computing HUD-1 Settlement Statement.

HUD ACCOUNT	ACCOUNT DESCRIPTION	RESERVE MONTHS	AMOUNT PER MONTH	TOTAL RESERVE
1002	Homeowner's insurance	3	125.00	375.00
1004	Property taxes	6	266.67	1,600.02
	Aggregate reserve adjustment			(375.02)
	Total escrow required			1,600.00

**Initial Escrow Account Disclosures**

MONTH	PAYMENTS TO ESCROW ACCT	PAYMENTS FROM ESCROW ACCT	DESCRIPTION	ESCROW ACCT. BALANCE
<b>Escrow Computation Year Beginning Balance:</b>				1,600.00
May 2013	391.67	0.00		1,991.67
Jun 2013	391.67	1,600.00	Property taxes	783.34
Jul 2013	391.67	0.00		1,175.01
Aug 2013	391.67	0.00		1,566.68
Sep 2013	391.67	0.00		1,958.35
Oct 2013	391.67	0.00		2,350.02
Nov 2013	391.67	0.00		2,741.69
Dec 2013	391.67	1,600.00	Property taxes	1,533.36
Jan 2014	391.67	0.00		1,925.03
Feb 2014	391.67	0.00		2,316.70
Mar 2014	391.67	1,500.00	Homeowner's insurance	1,208.37
Apr 2014	391.67	0.00		1,600.04

Escrow Cushion	For Mtg Insurance	0 Mo.	Payments Beginning	Amount Owed	\$886.70
	For Other Items	2 Mo.	05/01/2013	Escrow Payment	\$391.67
	Cushion Amount	\$783.34			\$0.00
				Total Payment	\$1,278.37

Aggregate Escrow Account Entry

**INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT**

Borrower(s) Name and Address <b>John Doe</b>  <b>1234 Main Avenue</b> <b>Augusta, ME 04332</b>	Lender/Servicer Name and Address <b>ABC Bank</b> <b>2310 W Interstate 20, 100, Augusta, ME 04332</b>  <b>Phone: (207) 555-5555</b>
<b>Loan # 132456789</b>	<b>Mortgage Insurance/Case Number</b>

Your first payment is due May, 1 2013 and will be \$1,278.37, of which \$886.70 will be for the amount owed, and \$391.67 will go into your escrow account.

This is an estimate of activity in your escrow account during the next 12 months based on payments anticipated to be made from your account.

MONTH	PAYMENTS TO ESCROW ACCT	PAYMENTS FROM ESCROW ACCT	DESCRIPTION	ESCROW ACCT. BALANCE
<b>Escrow Computation Year Beginning Balance:</b>				<b>1,600.00</b>
May 2013	391.67	0.00		1,991.67
Jun 2013	391.67	1,600.00	Property taxes	783.34
Jul 2013	391.67	0.00		1,175.01
Aug 2013	391.67	0.00		1,566.68
Sep 2013	391.67	0.00		1,958.35
Oct 2013	391.67	0.00		2,350.02
Nov 2013	391.67	0.00		2,741.69
Dec 2013	391.67	1,600.00	Property taxes	1,533.36
Jan 2014	391.67	0.00		1,925.03
Feb 2014	391.67	0.00		2,316.70
Mar 2014	391.67	1,500.00	Homeowner's insurance	1,208.37
Apr 2014	391.67	0.00		1,600.04

(Please keep this statement for comparison with the actual activity in your account at the end of the escrow accounting computation year.)

Cushion selected by servicer: \$783.34

By signing below, I/we acknowledge receipt of a copy of this Initial Escrow Account Disclosure Statement.

\_\_\_\_\_  
 Signature Date  
**John Doe**

*[Sign Originals Only]*

**Social Security Administration  
Authorization for the Social Security Administration (SSA)  
To Release  
Social Security (SSN) Verification**

Printed Name **John Doe**

Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_

I am conducting the following business transaction

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[Identify a specific purpose. Example – seeking a mortgage from the Company – “identity verification” or “identity proof or confirmation” is not acceptable]

With the following company (“the Company”):

Company Name

Address

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I authorize the Social Security Administration to verify my name and SSN to the Company and/or the Company’s Agent, if applicable, for the purpose I identified. The name and address of the Company’s Agent is Veri-tax, Inc., 17842 Irvine Blvd. Suite 238 Tustin, California 92780.

I am the individual to whom the Social Security number was issued or that person’s legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I acknowledge that if I make any representation that I know is false to obtain information from Social Security records, I could be found guilty of a misdemeanor and fined up to \$5,000.

**This consent is valid only for 90 days from the date signed, unless indicated otherwise by the individual named above. If you wish to change this timeframe, fill in the following:**

**This consent is valid for \_\_\_\_\_ days from the date signed. \_\_\_\_\_ (Please initial)**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**John Doe**

*[Sign Originals Only]*

Contact information of individual signing authorization:

Address: **1234 Main Avenue**

City/State/Zip: **Augusta, ME 04332**

Phone Number:

**TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
**(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)**

Version: 01/30/2011

<b>CREDITOR:</b>	ABC Bank 2310 W Interstate 20, 100 Augusta, ME 04332	<b>Loan Number:</b>	132456789
<b>BORROWER(S):</b>	John Doe	<b>Closing Date:</b>	03/02/2013
<b>MAILING ADDRESS:</b>	1234 Main Avenue, Augusta, ME 04332	<b>Type of Loan:</b>	Conv
<b>PROPERTY ADDRESS:</b>	1234 Main Avenue, Augusta, ME 04332		

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after you have made all payments as scheduled
<b>4.5993%</b>	<b>\$146,876.59</b>	<b>\$172,334.74</b>	<b>\$319,211.33</b>

**INTEREST RATE AND PAYMENT SUMMARY**

	<b>Rate &amp; Monthly Payment</b>
Interest Rate	4.500%
Principal + Interest Payment	\$886.70
Est. Taxes + Insurance (Escrow)	\$391.67
<b>Total Est. Monthly Payment</b>	<b>\$1,278.37</b>

**There is no guarantee that you will be able to refinance to lower your rate and payments.**

**VARIABLE RATE FEATURE:** Your loan does not have a variable rate feature.

**SECURITY:** You are giving a security interest in the property located at:  
1234 Main Avenue, Augusta, ME 04332

**ASSUMPTION:** Someone buying the property cannot, unless otherwise provided by federal law, be allowed to assume the remainder of the loan on the original terms

**LATE CHARGE:** If your payment is more than 15 days late, you will be charged a late charge of 5.000% of the overdue payment of principal and interest.

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

**DEMAND FEATURE:** N/A

**REQUIRED DEPOSIT:** N/A

**FILING / RECORDING FEES:** \$85.00(e)

## TRUTH-IN-LENDING DISCLOSURE STATEMENT CONTINUED

**INSURANCE:**

The following insurance is required to obtain credit:

Property insurance

You may obtain the insurance from anyone you want that is acceptable to Lender.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

(e) means an estimate

**I/We have received these disclosures**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**John Doe**

*[Sign Originals Only]*

## APR & FINANCE CHARGE SUMMARY

**Lender:**  
**ABC Bank**  
**2310 W Interstate 20, 100**  
**Augusta, ME 04332**

**Closing:** 03/02/2013  
**Funding:** 03/02/2013  
**Loan Amount:** \$175,000.00  
**Loan Term:** 360  
**Note Rate:** 4.500%  
**Type of Loan:** Conventional  
**1st Payment:** 05/1/2013  
**Loan # 132456789**

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

Annual Percentage Rate	Finance Charge (1)	Amount Financed (2)	Total of Payments (3)	Total Sales Price (4)
4.5993%	\$146,876.59	\$172,334.74	\$319,211.33	

<b>1. Finance Charges:</b>	
Flood certification	12.00
Daily interest charges	647.26
Settlement or closing fee	175.00
Loan origination fee	1,130.00
Underwriting fee	125.00
Processing fee	325.00
Application fee	50.00
Attorney fee for docprep	175.00
Title courier fee/Express mail fee	26.00
Total Prepaid Finance Charges	2,665.26
Plus Interest for life of loan	144,211.33
<b>TOTAL FINANCE CHARGE</b>	<b>146,876.59</b>
<b>2. Calculation of Amount Financed:</b>	
Total Loan Amount	175,000.00
Less Prepaid Finance Charges	2,665.26
<b>TOTAL AMOUNT FINANCED</b>	<b>172,334.74</b>
<b>3. Calculation of Total of Payments:</b>	
Finance Charge	146,876.59
Plus Amount Financed	172,334.74
<b>TOTAL OF PAYMENTS</b>	<b>319,211.33</b>
<b>4. Calculation of Total Sales Price:</b>	
N/A	
<b>5. APR Tolerance</b>	
Disclosed APR	4.600%
Ending APR	4.599%
Difference	0.001%
Result	<b>IN TOLERANCE</b>



## AMOUNT FINANCED ITEMIZATION

LENDER:  
**ABC Bank**  
2310 W Interstate 20, 100  
Augusta, ME 04332

Date: **03/02/2013**  
Funding: **03/02/2013**

BORROWERS:  
**John Doe**

Mortgage Ins: **No**  
Loan Amount: **\$175,000.00**

ADDRESS:  
**1234 Main Avenue**  
Augusta, ME 04332

Loan Term: **360 months**  
Note Rate: **4.500%**

PROPERTY ADDRESS:  
**1234 Main Avenue, Augusta, ME 04332**

Type of Loan: **Conv**  
1<sup>st</sup> Payment: **05/01/2013**

**Loan # 132456789**

SETTLEMENT AGENT MUST COMPLETE APPLICABLE BLANKS INDICATED WITH "\*" FOR ALL THIRD PARTY CHARGES PAID BY BORROWER AND SHOWN ON THE SETTLEMENT STATEMENT PRIOR TO BORROWER'S EXECUTION.

Itemization of the Amount Financed of **\$172,334.74** (per Truth in Lending)

\$ \_\_\_\_\_ \* Amount given to you directly

\$ \_\_\_\_\_ \* Amount paid on your account

Amount(s) paid to others on your behalf (excluding Prepaid Finance Charges):

\$400.00	Appraisal fee to Appraisal Group
\$25.00	Credit report to Credit Agency
\$375.00	Homeowner's insurance
\$1,600.02	Property taxes
(\$375.02)	Aggregate Escrow Adjustment
\$1,233.23	Owner's title insurance to Your Title Company
\$1,150.00	Lender's title insurance to Your Title Company
\$4.00	Guaranty fee to Your Title Company
\$85.00	Government recording charges - Mortgage to County Clerk

Amount of Prepaid Finance Charges paid to other on your behalf:

\$12.00	Flood certification to Flood Company
\$647.26	Daily interest charges
\$175.00	Settlement or closing fee to Your Title Company
\$1,130.00	Loan origination fee to ABC Bank
\$125.00	Underwriting fee to ABC Bank
\$325.00	Processing fee to ABC Bank
\$50.00	Application fee to ABC Bank
\$175.00	Attorney fee for docprep to PeirsonPatterson, LLP
\$26.00	Title courier fee/Express mail fee to Your Title Company

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Itemization of Amount Financed

# PERIODIC AMORTIZATION SCHEDULE

Loan # 132456789

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

**Date:** 03/02/13

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
Beg								175,000.00	
1	5/1/2013	886.70	4.500	656.25	230.45	0.00	0.00	174,769.55	
2	6/1/2013	886.70	4.500	655.39	231.31	0.00	0.00	174,538.24	
3	7/1/2013	886.70	4.500	654.52	232.18	0.00	0.00	174,306.06	
4	8/1/2013	886.70	4.500	653.65	233.05	0.00	0.00	174,073.01	
5	9/1/2013	886.70	4.500	652.77	233.93	0.00	0.00	173,839.08	
6	10/1/2013	886.70	4.500	651.90	234.80	0.00	0.00	173,604.28	
7	11/1/2013	886.70	4.500	651.02	235.68	0.00	0.00	173,368.60	
8	12/1/2013	886.70	4.500	650.13	236.57	0.00	0.00	173,132.03	
9	1/1/2014	886.70	4.500	649.25	237.45	0.00	0.00	172,894.58	
10	2/1/2014	886.70	4.500	648.35	238.35	0.00	0.00	172,656.23	
11	3/1/2014	886.70	4.500	647.46	239.24	0.00	0.00	172,416.99	
12	4/1/2014	886.70	4.500	646.56	240.14	0.00	0.00	172,176.85	
13	5/1/2014	886.70	4.500	645.66	241.04	0.00	0.00	171,935.81	
14	6/1/2014	886.70	4.500	644.76	241.94	0.00	0.00	171,693.87	
15	7/1/2014	886.70	4.500	643.85	242.85	0.00	0.00	171,451.02	
16	8/1/2014	886.70	4.500	642.94	243.76	0.00	0.00	171,207.26	
17	9/1/2014	886.70	4.500	642.03	244.67	0.00	0.00	170,962.59	
18	10/1/2014	886.70	4.500	641.11	245.59	0.00	0.00	170,717.00	
19	11/1/2014	886.70	4.500	640.19	246.51	0.00	0.00	170,470.49	
20	12/1/2014	886.70	4.500	639.26	247.44	0.00	0.00	170,223.05	
21	1/1/2015	886.70	4.500	638.34	248.36	0.00	0.00	169,974.69	
22	2/1/2015	886.70	4.500	637.41	249.29	0.00	0.00	169,725.40	
23	3/1/2015	886.70	4.500	636.47	250.23	0.00	0.00	169,475.17	
24	4/1/2015	886.70	4.500	635.53	251.17	0.00	0.00	169,224.00	
25	5/1/2015	886.70	4.500	634.59	252.11	0.00	0.00	168,971.89	
26	6/1/2015	886.70	4.500	633.64	253.06	0.00	0.00	168,718.83	
27	7/1/2015	886.70	4.500	632.70	254.00	0.00	0.00	168,464.83	
28	8/1/2015	886.70	4.500	631.74	254.96	0.00	0.00	168,209.87	
29	9/1/2015	886.70	4.500	630.79	255.91	0.00	0.00	167,953.96	
30	10/1/2015	886.70	4.500	629.83	256.87	0.00	0.00	167,697.09	
31	11/1/2015	886.70	4.500	628.86	257.84	0.00	0.00	167,439.25	
32	12/1/2015	886.70	4.500	627.90	258.80	0.00	0.00	167,180.45	
33	1/1/2016	886.70	4.500	626.93	259.77	0.00	0.00	166,920.68	
34	2/1/2016	886.70	4.500	625.95	260.75	0.00	0.00	166,659.93	
35	3/1/2016	886.70	4.500	624.97	261.73	0.00	0.00	166,398.20	
36	4/1/2016	886.70	4.500	623.99	262.71	0.00	0.00	166,135.49	
37	5/1/2016	886.70	4.500	623.01	263.69	0.00	0.00	165,871.80	
38	6/1/2016	886.70	4.500	622.02	264.68	0.00	0.00	165,607.12	
39	7/1/2016	886.70	4.500	621.03	265.67	0.00	0.00	165,341.45	
40	8/1/2016	886.70	4.500	620.03	266.67	0.00	0.00	165,074.78	
41	9/1/2016	886.70	4.500	619.03	267.67	0.00	0.00	164,807.11	
42	10/1/2016	886.70	4.500	618.03	268.67	0.00	0.00	164,538.44	
43	11/1/2016	886.70	4.500	617.02	269.68	0.00	0.00	164,268.76	
44	12/1/2016	886.70	4.500	616.01	270.69	0.00	0.00	163,998.07	
45	1/1/2017	886.70	4.500	614.99	271.71	0.00	0.00	163,726.36	
46	2/1/2017	886.70	4.500	613.97	272.73	0.00	0.00	163,453.63	
47	3/1/2017	886.70	4.500	612.95	273.75	0.00	0.00	163,179.88	
48	4/1/2017	886.70	4.500	611.92	274.78	0.00	0.00	162,905.10	
49	5/1/2017	886.70	4.500	610.89	275.81	0.00	0.00	162,629.29	

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 132456789

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

**Date:** 03/02/13

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
50	6/1/2017	886.70	4.500	609.86	276.84	0.00	0.00	162,352.45	
51	7/1/2017	886.70	4.500	608.82	277.88	0.00	0.00	162,074.57	
52	8/1/2017	886.70	4.500	607.78	278.92	0.00	0.00	161,795.65	
53	9/1/2017	886.70	4.500	606.73	279.97	0.00	0.00	161,515.68	
54	10/1/2017	886.70	4.500	605.68	281.02	0.00	0.00	161,234.66	
55	11/1/2017	886.70	4.500	604.63	282.07	0.00	0.00	160,952.59	
56	12/1/2017	886.70	4.500	603.57	283.13	0.00	0.00	160,669.46	
57	1/1/2018	886.70	4.500	602.51	284.19	0.00	0.00	160,385.27	
58	2/1/2018	886.70	4.500	601.44	285.26	0.00	0.00	160,100.01	
59	3/1/2018	886.70	4.500	600.38	286.32	0.00	0.00	159,813.69	
60	4/1/2018	886.70	4.500	599.30	287.40	0.00	0.00	159,526.29	
61	5/1/2018	886.70	4.500	598.22	288.48	0.00	0.00	159,237.81	
62	6/1/2018	886.70	4.500	597.14	289.56	0.00	0.00	158,948.25	
63	7/1/2018	886.70	4.500	596.06	290.64	0.00	0.00	158,657.61	
64	8/1/2018	886.70	4.500	594.97	291.73	0.00	0.00	158,365.88	
65	9/1/2018	886.70	4.500	593.87	292.83	0.00	0.00	158,073.05	
66	10/1/2018	886.70	4.500	592.77	293.93	0.00	0.00	157,779.12	
67	11/1/2018	886.70	4.500	591.67	295.03	0.00	0.00	157,484.09	
68	12/1/2018	886.70	4.500	590.57	296.13	0.00	0.00	157,187.96	
69	1/1/2019	886.70	4.500	589.45	297.25	0.00	0.00	156,890.71	
70	2/1/2019	886.70	4.500	588.34	298.36	0.00	0.00	156,592.35	
71	3/1/2019	886.70	4.500	587.22	299.48	0.00	0.00	156,292.87	
72	4/1/2019	886.70	4.500	586.10	300.60	0.00	0.00	155,992.27	
73	5/1/2019	886.70	4.500	584.97	301.73	0.00	0.00	155,690.54	
74	6/1/2019	886.70	4.500	583.84	302.86	0.00	0.00	155,387.68	
75	7/1/2019	886.70	4.500	582.70	304.00	0.00	0.00	155,083.68	
76	8/1/2019	886.70	4.500	581.56	305.14	0.00	0.00	154,778.54	
77	9/1/2019	886.70	4.500	580.42	306.28	0.00	0.00	154,472.26	
78	10/1/2019	886.70	4.500	579.27	307.43	0.00	0.00	154,164.83	
79	11/1/2019	886.70	4.500	578.12	308.58	0.00	0.00	153,856.25	
80	12/1/2019	886.70	4.500	576.96	309.74	0.00	0.00	153,546.51	
81	1/1/2020	886.70	4.500	575.80	310.90	0.00	0.00	153,235.61	
82	2/1/2020	886.70	4.500	574.63	312.07	0.00	0.00	152,923.54	
83	3/1/2020	886.70	4.500	573.46	313.24	0.00	0.00	152,610.30	
84	4/1/2020	886.70	4.500	572.29	314.41	0.00	0.00	152,295.89	
85	5/1/2020	886.70	4.500	571.11	315.59	0.00	0.00	151,980.30	
86	6/1/2020	886.70	4.500	569.93	316.77	0.00	0.00	151,663.53	
87	7/1/2020	886.70	4.500	568.74	317.96	0.00	0.00	151,345.57	
88	8/1/2020	886.70	4.500	567.55	319.15	0.00	0.00	151,026.42	
89	9/1/2020	886.70	4.500	566.35	320.35	0.00	0.00	150,706.07	
90	10/1/2020	886.70	4.500	565.15	321.55	0.00	0.00	150,384.52	
91	11/1/2020	886.70	4.500	563.94	322.76	0.00	0.00	150,061.76	
92	12/1/2020	886.70	4.500	562.73	323.97	0.00	0.00	149,737.79	
93	1/1/2021	886.70	4.500	561.52	325.18	0.00	0.00	149,412.61	
94	2/1/2021	886.70	4.500	560.30	326.40	0.00	0.00	149,086.21	
95	3/1/2021	886.70	4.500	559.07	327.63	0.00	0.00	148,758.58	
96	4/1/2021	886.70	4.500	557.84	328.86	0.00	0.00	148,429.72	
97	5/1/2021	886.70	4.500	556.61	330.09	0.00	0.00	148,099.63	
98	6/1/2021	886.70	4.500	555.37	331.33	0.00	0.00	147,768.30	
99	7/1/2021	886.70	4.500	554.13	332.57	0.00	0.00	147,435.73	

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 132456789

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

**Date:** 03/02/13

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
100	8/1/2021	886.70	4.500	552.88	333.82	0.00	0.00	147,101.91	
101	9/1/2021	886.70	4.500	551.63	335.07	0.00	0.00	146,766.84	
102	10/1/2021	886.70	4.500	550.38	336.32	0.00	0.00	146,430.52	
103	11/1/2021	886.70	4.500	549.11	337.59	0.00	0.00	146,092.93	
104	12/1/2021	886.70	4.500	547.85	338.85	0.00	0.00	145,754.08	
105	1/1/2022	886.70	4.500	546.58	340.12	0.00	0.00	145,413.96	
106	2/1/2022	886.70	4.500	545.30	341.40	0.00	0.00	145,072.56	
107	3/1/2022	886.70	4.500	544.02	342.68	0.00	0.00	144,729.88	
108	4/1/2022	886.70	4.500	542.74	343.96	0.00	0.00	144,385.92	
109	5/1/2022	886.70	4.500	541.45	345.25	0.00	0.00	144,040.67	
110	6/1/2022	886.70	4.500	540.15	346.55	0.00	0.00	143,694.12	
111	7/1/2022	886.70	4.500	538.85	347.85	0.00	0.00	143,346.27	
112	8/1/2022	886.70	4.500	537.55	349.15	0.00	0.00	142,997.12	
113	9/1/2022	886.70	4.500	536.24	350.46	0.00	0.00	142,646.66	
114	10/1/2022	886.70	4.500	534.92	351.78	0.00	0.00	142,294.88	
115	11/1/2022	886.70	4.500	533.61	353.09	0.00	0.00	141,941.79	
116	12/1/2022	886.70	4.500	532.28	354.42	0.00	0.00	141,587.37	
117	1/1/2023	886.70	4.500	530.95	355.75	0.00	0.00	141,231.62	
118	2/1/2023	886.70	4.500	529.62	357.08	0.00	0.00	140,874.54	
119	3/1/2023	886.70	4.500	528.28	358.42	0.00	0.00	140,516.12	
120	4/1/2023	886.70	4.500	526.94	359.76	0.00	0.00	140,156.36	
121	5/1/2023	886.70	4.500	525.59	361.11	0.00	0.00	139,795.25	
122	6/1/2023	886.70	4.500	524.23	362.47	0.00	0.00	139,432.78	
123	7/1/2023	886.70	4.500	522.87	363.83	0.00	0.00	139,068.95	
124	8/1/2023	886.70	4.500	521.51	365.19	0.00	0.00	138,703.76	
125	9/1/2023	886.70	4.500	520.14	366.56	0.00	0.00	138,337.20	
126	10/1/2023	886.70	4.500	518.76	367.94	0.00	0.00	137,969.26	
127	11/1/2023	886.70	4.500	517.38	369.32	0.00	0.00	137,599.94	
128	12/1/2023	886.70	4.500	516.00	370.70	0.00	0.00	137,229.24	
129	1/1/2024	886.70	4.500	514.61	372.09	0.00	0.00	136,857.15	
130	2/1/2024	886.70	4.500	513.21	373.49	0.00	0.00	136,483.66	
131	3/1/2024	886.70	4.500	511.81	374.89	0.00	0.00	136,108.77	
132	4/1/2024	886.70	4.500	510.41	376.29	0.00	0.00	135,732.48	
133	5/1/2024	886.70	4.500	509.00	377.70	0.00	0.00	135,354.78	
134	6/1/2024	886.70	4.500	507.58	379.12	0.00	0.00	134,975.66	
135	7/1/2024	886.70	4.500	506.16	380.54	0.00	0.00	134,595.12	
136	8/1/2024	886.70	4.500	504.73	381.97	0.00	0.00	134,213.15	
137	9/1/2024	886.70	4.500	503.30	383.40	0.00	0.00	133,829.75	
138	10/1/2024	886.70	4.500	501.86	384.84	0.00	0.00	133,444.91	
139	11/1/2024	886.70	4.500	500.42	386.28	0.00	0.00	133,058.63	
140	12/1/2024	886.70	4.500	498.97	387.73	0.00	0.00	132,670.90	
141	1/1/2025	886.70	4.500	497.52	389.18	0.00	0.00	132,281.72	
142	2/1/2025	886.70	4.500	496.06	390.64	0.00	0.00	131,891.08	
143	3/1/2025	886.70	4.500	494.59	392.11	0.00	0.00	131,498.97	
144	4/1/2025	886.70	4.500	493.12	393.58	0.00	0.00	131,105.39	
145	5/1/2025	886.70	4.500	491.65	395.05	0.00	0.00	130,710.34	
146	6/1/2025	886.70	4.500	490.16	396.54	0.00	0.00	130,313.80	
147	7/1/2025	886.70	4.500	488.68	398.02	0.00	0.00	129,915.78	
148	8/1/2025	886.70	4.500	487.18	399.52	0.00	0.00	129,516.26	
149	9/1/2025	886.70	4.500	485.69	401.01	0.00	0.00	129,115.25	

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 132456789

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

**Date:** 03/02/13

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
150	10/1/2025	886.70	4.500	484.18	402.52	0.00	0.00	128,712.73	
151	11/1/2025	886.70	4.500	482.67	404.03	0.00	0.00	128,308.70	
152	12/1/2025	886.70	4.500	481.16	405.54	0.00	0.00	127,903.16	
153	1/1/2026	886.70	4.500	479.64	407.06	0.00	0.00	127,496.10	
154	2/1/2026	886.70	4.500	478.11	408.59	0.00	0.00	127,087.51	
155	3/1/2026	886.70	4.500	476.58	410.12	0.00	0.00	126,677.39	
156	4/1/2026	886.70	4.500	475.04	411.66	0.00	0.00	126,265.73	
157	5/1/2026	886.70	4.500	473.50	413.20	0.00	0.00	125,852.53	
158	6/1/2026	886.70	4.500	471.95	414.75	0.00	0.00	125,437.78	
159	7/1/2026	886.70	4.500	470.39	416.31	0.00	0.00	125,021.47	
160	8/1/2026	886.70	4.500	468.83	417.87	0.00	0.00	124,603.60	
161	9/1/2026	886.70	4.500	467.26	419.44	0.00	0.00	124,184.16	
162	10/1/2026	886.70	4.500	465.69	421.01	0.00	0.00	123,763.15	
163	11/1/2026	886.70	4.500	464.11	422.59	0.00	0.00	123,340.56	
164	12/1/2026	886.70	4.500	462.53	424.17	0.00	0.00	122,916.39	
165	1/1/2027	886.70	4.500	460.94	425.76	0.00	0.00	122,490.63	
166	2/1/2027	886.70	4.500	459.34	427.36	0.00	0.00	122,063.27	
167	3/1/2027	886.70	4.500	457.74	428.96	0.00	0.00	121,634.31	
168	4/1/2027	886.70	4.500	456.13	430.57	0.00	0.00	121,203.74	
169	5/1/2027	886.70	4.500	454.51	432.19	0.00	0.00	120,771.55	
170	6/1/2027	886.70	4.500	452.89	433.81	0.00	0.00	120,337.74	
171	7/1/2027	886.70	4.500	451.27	435.43	0.00	0.00	119,902.31	
172	8/1/2027	886.70	4.500	449.63	437.07	0.00	0.00	119,465.24	
173	9/1/2027	886.70	4.500	447.99	438.71	0.00	0.00	119,026.53	
174	10/1/2027	886.70	4.500	446.35	440.35	0.00	0.00	118,586.18	
175	11/1/2027	886.70	4.500	444.70	442.00	0.00	0.00	118,144.18	
176	12/1/2027	886.70	4.500	443.04	443.66	0.00	0.00	117,700.52	
177	1/1/2028	886.70	4.500	441.38	445.32	0.00	0.00	117,255.20	
178	2/1/2028	886.70	4.500	439.71	446.99	0.00	0.00	116,808.21	
179	3/1/2028	886.70	4.500	438.03	448.67	0.00	0.00	116,359.54	
180	4/1/2028	886.70	4.500	436.35	450.35	0.00	0.00	115,909.19	
181	5/1/2028	886.70	4.500	434.66	452.04	0.00	0.00	115,457.15	
182	6/1/2028	886.70	4.500	432.96	453.74	0.00	0.00	115,003.41	
183	7/1/2028	886.70	4.500	431.26	455.44	0.00	0.00	114,547.97	
184	8/1/2028	886.70	4.500	429.55	457.15	0.00	0.00	114,090.82	
185	9/1/2028	886.70	4.500	427.84	458.86	0.00	0.00	113,631.96	
186	10/1/2028	886.70	4.500	426.12	460.58	0.00	0.00	113,171.38	
187	11/1/2028	886.70	4.500	424.39	462.31	0.00	0.00	112,709.07	
188	12/1/2028	886.70	4.500	422.66	464.04	0.00	0.00	112,245.03	
189	1/1/2029	886.70	4.500	420.92	465.78	0.00	0.00	111,779.25	
190	2/1/2029	886.70	4.500	419.17	467.53	0.00	0.00	111,311.72	
191	3/1/2029	886.70	4.500	417.42	469.28	0.00	0.00	110,842.44	
192	4/1/2029	886.70	4.500	415.66	471.04	0.00	0.00	110,371.40	
193	5/1/2029	886.70	4.500	413.89	472.81	0.00	0.00	109,898.59	
194	6/1/2029	886.70	4.500	412.12	474.58	0.00	0.00	109,424.01	
195	7/1/2029	886.70	4.500	410.34	476.36	0.00	0.00	108,947.65	
196	8/1/2029	886.70	4.500	408.55	478.15	0.00	0.00	108,469.50	
197	9/1/2029	886.70	4.500	406.76	479.94	0.00	0.00	107,989.56	
198	10/1/2029	886.70	4.500	404.96	481.74	0.00	0.00	107,507.82	
199	11/1/2029	886.70	4.500	403.15	483.55	0.00	0.00	107,024.27	

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 132456789

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

**Date:** 03/02/13

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
200	12/1/2029	886.70	4.500	401.34	485.36	0.00	0.00	106,538.91	
201	1/1/2030	886.70	4.500	399.52	487.18	0.00	0.00	106,051.73	
202	2/1/2030	886.70	4.500	397.69	489.01	0.00	0.00	105,562.72	
203	3/1/2030	886.70	4.500	395.86	490.84	0.00	0.00	105,071.88	
204	4/1/2030	886.70	4.500	394.02	492.68	0.00	0.00	104,579.20	
205	5/1/2030	886.70	4.500	392.17	494.53	0.00	0.00	104,084.67	
206	6/1/2030	886.70	4.500	390.32	496.38	0.00	0.00	103,588.29	
207	7/1/2030	886.70	4.500	388.46	498.24	0.00	0.00	103,090.05	
208	8/1/2030	886.70	4.500	386.59	500.11	0.00	0.00	102,589.94	
209	9/1/2030	886.70	4.500	384.71	501.99	0.00	0.00	102,087.95	
210	10/1/2030	886.70	4.500	382.83	503.87	0.00	0.00	101,584.08	
211	11/1/2030	886.70	4.500	380.94	505.76	0.00	0.00	101,078.32	
212	12/1/2030	886.70	4.500	379.04	507.66	0.00	0.00	100,570.66	
213	1/1/2031	886.70	4.500	377.14	509.56	0.00	0.00	100,061.10	
214	2/1/2031	886.70	4.500	375.23	511.47	0.00	0.00	99,549.63	
215	3/1/2031	886.70	4.500	373.31	513.39	0.00	0.00	99,036.24	
216	4/1/2031	886.70	4.500	371.39	515.31	0.00	0.00	98,520.93	
217	5/1/2031	886.70	4.500	369.45	517.25	0.00	0.00	98,003.68	
218	6/1/2031	886.70	4.500	367.51	519.19	0.00	0.00	97,484.49	
219	7/1/2031	886.70	4.500	365.57	521.13	0.00	0.00	96,963.36	
220	8/1/2031	886.70	4.500	363.61	523.09	0.00	0.00	96,440.27	
221	9/1/2031	886.70	4.500	361.65	525.05	0.00	0.00	95,915.22	
222	10/1/2031	886.70	4.500	359.68	527.02	0.00	0.00	95,388.20	
223	11/1/2031	886.70	4.500	357.71	528.99	0.00	0.00	94,859.21	
224	12/1/2031	886.70	4.500	355.72	530.98	0.00	0.00	94,328.23	
225	1/1/2032	886.70	4.500	353.73	532.97	0.00	0.00	93,795.26	
226	2/1/2032	886.70	4.500	351.73	534.97	0.00	0.00	93,260.29	
227	3/1/2032	886.70	4.500	349.73	536.97	0.00	0.00	92,723.32	
228	4/1/2032	886.70	4.500	347.71	538.99	0.00	0.00	92,184.33	
229	5/1/2032	886.70	4.500	345.69	541.01	0.00	0.00	91,643.32	
230	6/1/2032	886.70	4.500	343.66	543.04	0.00	0.00	91,100.28	
231	7/1/2032	886.70	4.500	341.63	545.07	0.00	0.00	90,555.21	
232	8/1/2032	886.70	4.500	339.58	547.12	0.00	0.00	90,008.09	
233	9/1/2032	886.70	4.500	337.53	549.17	0.00	0.00	89,458.92	
234	10/1/2032	886.70	4.500	335.47	551.23	0.00	0.00	88,907.69	
235	11/1/2032	886.70	4.500	333.40	553.30	0.00	0.00	88,354.39	
236	12/1/2032	886.70	4.500	331.33	555.37	0.00	0.00	87,799.02	
237	1/1/2033	886.70	4.500	329.25	557.45	0.00	0.00	87,241.57	
238	2/1/2033	886.70	4.500	327.16	559.54	0.00	0.00	86,682.03	
239	3/1/2033	886.70	4.500	325.06	561.64	0.00	0.00	86,120.39	
240	4/1/2033	886.70	4.500	322.95	563.75	0.00	0.00	85,556.64	
241	5/1/2033	886.70	4.500	320.84	565.86	0.00	0.00	84,990.78	
242	6/1/2033	886.70	4.500	318.72	567.98	0.00	0.00	84,422.80	
243	7/1/2033	886.70	4.500	316.59	570.11	0.00	0.00	83,852.69	
244	8/1/2033	886.70	4.500	314.45	572.25	0.00	0.00	83,280.44	
245	9/1/2033	886.70	4.500	312.30	574.40	0.00	0.00	82,706.04	
246	10/1/2033	886.70	4.500	310.15	576.55	0.00	0.00	82,129.49	
247	11/1/2033	886.70	4.500	307.99	578.71	0.00	0.00	81,550.78	
248	12/1/2033	886.70	4.500	305.82	580.88	0.00	0.00	80,969.90	
249	1/1/2034	886.70	4.500	303.64	583.06	0.00	0.00	80,386.84	

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 132456789

Date: 03/02/13

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
250	2/1/2034	886.70	4.500	301.45	585.25	0.00	0.00	79,801.59	
251	3/1/2034	886.70	4.500	299.26	587.44	0.00	0.00	79,214.15	
252	4/1/2034	886.70	4.500	297.05	589.65	0.00	0.00	78,624.50	
253	5/1/2034	886.70	4.500	294.84	591.86	0.00	0.00	78,032.64	
254	6/1/2034	886.70	4.500	292.62	594.08	0.00	0.00	77,438.56	
255	7/1/2034	886.70	4.500	290.39	596.31	0.00	0.00	76,842.25	
256	8/1/2034	886.70	4.500	288.16	598.54	0.00	0.00	76,243.71	
257	9/1/2034	886.70	4.500	285.91	600.79	0.00	0.00	75,642.92	
258	10/1/2034	886.70	4.500	283.66	603.04	0.00	0.00	75,039.88	
259	11/1/2034	886.70	4.500	281.40	605.30	0.00	0.00	74,434.58	
260	12/1/2034	886.70	4.500	279.13	607.57	0.00	0.00	73,827.01	
261	1/1/2035	886.70	4.500	276.85	609.85	0.00	0.00	73,217.16	
262	2/1/2035	886.70	4.500	274.56	612.14	0.00	0.00	72,605.02	
263	3/1/2035	886.70	4.500	272.27	614.43	0.00	0.00	71,990.59	
264	4/1/2035	886.70	4.500	269.96	616.74	0.00	0.00	71,373.85	
265	5/1/2035	886.70	4.500	267.65	619.05	0.00	0.00	70,754.80	
266	6/1/2035	886.70	4.500	265.33	621.37	0.00	0.00	70,133.43	
267	7/1/2035	886.70	4.500	263.00	623.70	0.00	0.00	69,509.73	
268	8/1/2035	886.70	4.500	260.66	626.04	0.00	0.00	68,883.69	
269	9/1/2035	886.70	4.500	258.31	628.39	0.00	0.00	68,255.30	
270	10/1/2035	886.70	4.500	255.96	630.74	0.00	0.00	67,624.56	
271	11/1/2035	886.70	4.500	253.59	633.11	0.00	0.00	66,991.45	
272	12/1/2035	886.70	4.500	251.22	635.48	0.00	0.00	66,355.97	
273	1/1/2036	886.70	4.500	248.83	637.87	0.00	0.00	65,718.10	
274	2/1/2036	886.70	4.500	246.44	640.26	0.00	0.00	65,077.84	
275	3/1/2036	886.70	4.500	244.04	642.66	0.00	0.00	64,435.18	
276	4/1/2036	886.70	4.500	241.63	645.07	0.00	0.00	63,790.11	
277	5/1/2036	886.70	4.500	239.21	647.49	0.00	0.00	63,142.62	
278	6/1/2036	886.70	4.500	236.78	649.92	0.00	0.00	62,492.70	
279	7/1/2036	886.70	4.500	234.35	652.35	0.00	0.00	61,840.35	
280	8/1/2036	886.70	4.500	231.90	654.80	0.00	0.00	61,185.55	
281	9/1/2036	886.70	4.500	229.45	657.25	0.00	0.00	60,528.30	
282	10/1/2036	886.70	4.500	226.98	659.72	0.00	0.00	59,868.58	
283	11/1/2036	886.70	4.500	224.51	662.19	0.00	0.00	59,206.39	
284	12/1/2036	886.70	4.500	222.02	664.68	0.00	0.00	58,541.71	
285	1/1/2037	886.70	4.500	219.53	667.17	0.00	0.00	57,874.54	
286	2/1/2037	886.70	4.500	217.03	669.67	0.00	0.00	57,204.87	
287	3/1/2037	886.70	4.500	214.52	672.18	0.00	0.00	56,532.69	
288	4/1/2037	886.70	4.500	212.00	674.70	0.00	0.00	55,857.99	
289	5/1/2037	886.70	4.500	209.47	677.23	0.00	0.00	55,180.76	
290	6/1/2037	886.70	4.500	206.93	679.77	0.00	0.00	54,500.99	
291	7/1/2037	886.70	4.500	204.38	682.32	0.00	0.00	53,818.67	
292	8/1/2037	886.70	4.500	201.82	684.88	0.00	0.00	53,133.79	
293	9/1/2037	886.70	4.500	199.25	687.45	0.00	0.00	52,446.34	
294	10/1/2037	886.70	4.500	196.67	690.03	0.00	0.00	51,756.31	
295	11/1/2037	886.70	4.500	194.09	692.61	0.00	0.00	51,063.70	
296	12/1/2037	886.70	4.500	191.49	695.21	0.00	0.00	50,368.49	
297	1/1/2038	886.70	4.500	188.88	697.82	0.00	0.00	49,670.67	
298	2/1/2038	886.70	4.500	186.27	700.43	0.00	0.00	48,970.24	
299	3/1/2038	886.70	4.500	183.64	703.06	0.00	0.00	48,267.18	

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 132456789

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

**Date:** 03/02/13

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
300	4/1/2038	886.70	4.500	181.00	705.70	0.00	0.00	47,561.48	
301	5/1/2038	886.70	4.500	178.36	708.34	0.00	0.00	46,853.14	
302	6/1/2038	886.70	4.500	175.70	711.00	0.00	0.00	46,142.14	
303	7/1/2038	886.70	4.500	173.03	713.67	0.00	0.00	45,428.47	
304	8/1/2038	886.70	4.500	170.36	716.34	0.00	0.00	44,712.13	
305	9/1/2038	886.70	4.500	167.67	719.03	0.00	0.00	43,993.10	
306	10/1/2038	886.70	4.500	164.97	721.73	0.00	0.00	43,271.37	
307	11/1/2038	886.70	4.500	162.27	724.43	0.00	0.00	42,546.94	
308	12/1/2038	886.70	4.500	159.55	727.15	0.00	0.00	41,819.79	
309	1/1/2039	886.70	4.500	156.82	729.88	0.00	0.00	41,089.91	
310	2/1/2039	886.70	4.500	154.09	732.61	0.00	0.00	40,357.30	
311	3/1/2039	886.70	4.500	151.34	735.36	0.00	0.00	39,621.94	
312	4/1/2039	886.70	4.500	148.58	738.12	0.00	0.00	38,883.82	
313	5/1/2039	886.70	4.500	145.81	740.89	0.00	0.00	38,142.93	
314	6/1/2039	886.70	4.500	143.04	743.66	0.00	0.00	37,399.27	
315	7/1/2039	886.70	4.500	140.25	746.45	0.00	0.00	36,652.82	
316	8/1/2039	886.70	4.500	137.45	749.25	0.00	0.00	35,903.57	
317	9/1/2039	886.70	4.500	134.64	752.06	0.00	0.00	35,151.51	
318	10/1/2039	886.70	4.500	131.82	754.88	0.00	0.00	34,396.63	
319	11/1/2039	886.70	4.500	128.99	757.71	0.00	0.00	33,638.92	
320	12/1/2039	886.70	4.500	126.15	760.55	0.00	0.00	32,878.37	
321	1/1/2040	886.70	4.500	123.29	763.41	0.00	0.00	32,114.96	
322	2/1/2040	886.70	4.500	120.43	766.27	0.00	0.00	31,348.69	
323	3/1/2040	886.70	4.500	117.56	769.14	0.00	0.00	30,579.55	
324	4/1/2040	886.70	4.500	114.67	772.03	0.00	0.00	29,807.52	
325	5/1/2040	886.70	4.500	111.78	774.92	0.00	0.00	29,032.60	
326	6/1/2040	886.70	4.500	108.87	777.83	0.00	0.00	28,254.77	
327	7/1/2040	886.70	4.500	105.96	780.74	0.00	0.00	27,474.03	
328	8/1/2040	886.70	4.500	103.03	783.67	0.00	0.00	26,690.36	
329	9/1/2040	886.70	4.500	100.09	786.61	0.00	0.00	25,903.75	
330	10/1/2040	886.70	4.500	97.14	789.56	0.00	0.00	25,114.19	
331	11/1/2040	886.70	4.500	94.18	792.52	0.00	0.00	24,321.67	
332	12/1/2040	886.70	4.500	91.21	795.49	0.00	0.00	23,526.18	
333	1/1/2041	886.70	4.500	88.22	798.48	0.00	0.00	22,727.70	
334	2/1/2041	886.70	4.500	85.23	801.47	0.00	0.00	21,926.23	
335	3/1/2041	886.70	4.500	82.22	804.48	0.00	0.00	21,121.75	
336	4/1/2041	886.70	4.500	79.21	807.49	0.00	0.00	20,314.26	
337	5/1/2041	886.70	4.500	76.18	810.52	0.00	0.00	19,503.74	
338	6/1/2041	886.70	4.500	73.14	813.56	0.00	0.00	18,690.18	
339	7/1/2041	886.70	4.500	70.09	816.61	0.00	0.00	17,873.57	
340	8/1/2041	886.70	4.500	67.03	819.67	0.00	0.00	17,053.90	
341	9/1/2041	886.70	4.500	63.95	822.75	0.00	0.00	16,231.15	
342	10/1/2041	886.70	4.500	60.87	825.83	0.00	0.00	15,405.32	
343	11/1/2041	886.70	4.500	57.77	828.93	0.00	0.00	14,576.39	
344	12/1/2041	886.70	4.500	54.66	832.04	0.00	0.00	13,744.35	
345	1/1/2042	886.70	4.500	51.54	835.16	0.00	0.00	12,909.19	
346	2/1/2042	886.70	4.500	48.41	838.29	0.00	0.00	12,070.90	
347	3/1/2042	886.70	4.500	45.27	841.43	0.00	0.00	11,229.47	
348	4/1/2042	886.70	4.500	42.11	844.59	0.00	0.00	10,384.88	

Periodic Amortization Schedule



# PERIODIC AMORTIZATION SCHEDULE

Loan # 132456789

Date: 03/02/13

**Borrower(s):** John Doe  
**Mailing Address:** 1234 Main Avenue, Augusta, ME 04332  
**Property Address:** 1234 Main Avenue, Augusta, ME 04332

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
349	5/1/2042	886.70	4.500	38.94	847.76	0.00	0.00	9,537.12	
350	6/1/2042	886.70	4.500	35.76	850.94	0.00	0.00	8,686.18	
351	7/1/2042	886.70	4.500	32.57	854.13	0.00	0.00	7,832.05	
352	8/1/2042	886.70	4.500	29.37	857.33	0.00	0.00	6,974.72	
353	9/1/2042	886.70	4.500	26.16	860.54	0.00	0.00	6,114.18	
354	10/1/2042	886.70	4.500	22.93	863.77	0.00	0.00	5,250.41	
355	11/1/2042	886.70	4.500	19.69	867.01	0.00	0.00	4,383.40	
356	12/1/2042	886.70	4.500	16.44	870.26	0.00	0.00	3,513.14	
357	1/1/2043	886.70	4.500	13.17	873.53	0.00	0.00	2,639.61	
358	2/1/2043	886.70	4.500	9.90	876.80	0.00	0.00	1,762.81	
359	3/1/2043	886.70	4.500	6.61	880.09	0.00	0.00	882.72	
360	4/1/2043	886.03	4.500	3.31	882.72	0.00	0.00	0.00	

# NOTE

Loan # 132456789

March 2, 2013  
[Date]

Augusta,  
[City]

ME  
[State]

1234 Main Avenue, Augusta, Maine 04332  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. **\$175,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **ABC Bank**.

I will make all payments under this Note in the form of cash, check or money order.

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 **4.500%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **First** day of each month beginning on **May 1, 2013**. 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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **April 1, 2043**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **2310 W Interstate 20, 100, Augusta, Maine 04332** or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. **\$886.70**.

## 4. BORROWER'S RIGHT TO PREPAY

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 writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## **6. 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 monthly payment by the end of **15** 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 of principal and interest. I will pay this late charge promptly but only once on each late payment.

### **(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### **(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, 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. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### **(D) No Waiver By Note Holder**

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.

### **(E) 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 by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## **7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or 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 delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

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

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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.

## **9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice

of Dishonor” means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”), 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 Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any interest in the Property, is sold or transferred without Lender’s prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender’s prior written permission, Lender also may require immediate payment in full. However, Lender will not require immediate payment in full if prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement, following the procedures in Section 15. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

\_\_\_\_\_  
Signature  
**John Doe**

Date

*[Sign Originals Only]*

After recording please return to:

ABC Bank  
2310 W Interstate 20, 100  
Augusta, ME 04332  
Ambra Costner

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## MORTGAGE

### WORDS USED OFTEN IN THIS DOCUMENT

Words used in multiple sections of this document are defined below. Other words are defined in Sections 3, 5, 8, 10, 11, 13, 18, 20 and 21. Certain rules about the usage of words used in this document are also provided in Section 16.

(A) **“Security Instrument”** means this document, which is dated **March 2, 2013**. The term “Security Instrument” includes any Riders recorded with the Security Instrument.

(B) **“Borrower”** means **John Doe, a single man**, who sometimes will be called “Borrower” and sometimes simply “I” or “me.” “Borrower” is granting a mortgage under this Security Instrument. “Borrower” is not necessarily the same as the person or persons who signed the Note. The obligations of Borrowers who did not sign the Note are explained further in Section 13.

(C) **“Lender”** means **ABC Bank**. Lender is a **limited liability partnership** which exists under the laws of **Maine**. Lender’s address is **2310 W Interstate 20, 100, Augusta, ME 04330**. Except as provided in Sections 13 and 20, the term “Lender” may include any person who takes ownership of the Note and this Security Instrument.

(D) **“Note”** means the note signed by **John Doe, a single man** and dated **March 2, 2013**. The Note shows that its signer or signers owe Lender **One Hundred Seventy Five Thousand and 00/100** Dollars (U.S. **\$175,000.00**) plus interest and promised to pay this debt in Periodic Payments and to pay the debt in full by **April 1, 2043**.

(E) **“Property”** means the property that is described below in the section titled “Description of the Property” or any portion of the Property.

(F) **“Sums Secured”** means the unpaid balance of amounts described below in the section titled “Borrower’s Transfer to Lender of Rights in the Property.”

(G) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider

Condominium Rider

Second Home Rider

Balloon Rider

Planned Unit Development Rider

Biweekly Payment Rider

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Rate Improvement Rider  | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> VA Loan Rider    | <input type="checkbox"/> Manufactured Home Rider | <input type="checkbox"/> Other(s):               |

**(I) “Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(J) “Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(K) “Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(L) “Escrow Items”** means those items that are described in Section 3.

**(M) “Miscellaneous Proceeds”** means any monies or other thing of value paid by any third party, other than insurance proceeds paid under the coverages described in Section 5, for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property (see Section 11 for an explanation of “Condemnation”); (iii) conveyance in lieu of Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(N) “Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(O) “Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of the Security Instrument.

**(P) “RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. When this Security Instrument refers to a requirement or restriction under “RESPA,” Lender intends to abide by that requirement or restriction, even if it is not technically applicable to the Loan.

**(Q) “Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

**(R) “Ground Rents”** means amounts I owe if I rented the real property under the buildings covered by this Security Instrument. Such an arrangement usually takes the form of a long-term “ground lease.”

## **BORROWER’S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I mortgage, grant and convey the Property to Lender, with mortgage covenants, subject to the terms of this Security Instrument, to have and to hold all of the Property to Lender, and to its successors and assigns, forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security

Instrument and also those rights that Applicable Law gives to Lenders who hold mortgages on real property. Those rights that Applicable Law gives to Lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Lender these rights to protect Lender from possible losses that might result if:

- (A) Some or all of the Loan is not paid when due;
- (B) I fail to pay, with interest, any amounts that Lender spends under Section 9 of this Security Instrument to protect the value of the Property and Lender's rights in the Property; or
- (C) I fail to keep any of my other promises and agreements under this Security Instrument. These amounts are the "Sums Secured."

**DESCRIPTION OF THE PROPERTY**

I grant and mortgage Lender the Property described in (A) through (G) below:

- (A) The Property which is located at  
**1234 Main Avenue**  
**Augusta, Maine 04332**  
("Property Address").

This Property is in **Kennebec** County. It has the following legal description:

**LEGAL DESCRIPTION HERE**

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section.

**BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

## PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains promises and agreements that vary, to a limited extent, in different parts of the country. My promises and other agreements are stated in "plain language."

## COVENANTS

I promise and I agree with Lender as follows:

**1. Borrower's Promise to Pay.** If I signed the Note, I will pay to Lender when due principal and interest due under the Note and any prepayment charges and late charges due under the Note. Regardless of whether I signed the Note, I will pay funds for Escrow Items as described in Section 3. I will make all payments in U.S. currency. If any Borrower makes any Loan payment to Lender with a check or other instrument that is returned for any reason (i.e., the check bounces), except when prohibited by Applicable Law, the Lender may require that any subsequent payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check (all of which must be drawn on an institution whose deposits are insured by a federal agency, instrumentality, or entity); or (d) Electronic Funds Transfer. Lender may reasonably specify which payment form is required.

Payments are only considered received when they reach the Lender's address specified in the Note, or a different address specified by Lender under Section 15 of this Security Instrument. Lender may return any payments or partial payments if the payments are insufficient to bring the Loan current. Lender may accept any payments or partial payments insufficient to bring the Loan current, but doing so will not affect Lender's rights under this Security Instrument, and Lender may still refuse such late, partial payments in the future.

I agree that no claim or legal right I may have against the Lender will excuse my obligation to make timely payments under the Loan or to keep my other promises in this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender will be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts payable under Section 3. Such payments will be applied to each Periodic Payment in the order in which it became due. Any remaining amounts will be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from me for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent Periodic Payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from me to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary extra payments must be applied first to any charges for making voluntary extra payments and then as described in the Note.

If voluntary extra payments I may make or the crediting of insurance proceeds or Miscellaneous Proceeds to the Note are enough to pay principal ahead of schedule, I must still make my regularly scheduled Periodic Payments under the Note, when scheduled, without any delay or reduction of amount.

**3. Monthly Payments for Taxes and Insurance.**

**a) Borrower's Obligations.** I will pay to Lender all amounts necessary to pay for taxes, assessments, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a loss reserve as described in Section 10 in the place of



Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward the payment of the following items, which are called "Escrow Items:"

- (1) The taxes, assessments and other items which under the Applicable Law may be or become superior to this Security Instrument as a lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien;"
- (2) The leasehold payment or Ground Rents on the Property (if any);
- (3) The premium for insurance covering the Property required under Section 5;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 below instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If Lender requires, Community Association Dues, Fees, and Assessments.

After signing of the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment that I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

I will promptly send Lender a copy of all notices of amounts to be paid under this Section. I must pay Lender for Escrow Items as part of my regular Periodic Payments, unless Lender excuses this requirement in writing. If Lender excuses me in writing, I will pay all Escrow Items covered by the excuse, directly and on time. I will provide receipts proving my direct payments of Escrow Items on request and in the time period Lender requires. If Lender excuses me from paying Escrow Items to Lender and if I fail to pay any amount due for an Escrow Item directly, Lender may pay such amount under Section 9, and I will be obligated to repay Lender, plus interest at the Note rate. Lender may revoke the excuse regarding any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, I will pay to Lender all Funds (defined below), and in such amounts, that are then required under this Section 3.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called the "Funds." The Funds are pledged as additional security for all Sums Secured.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA, but (2) not to exceed the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

**(b) Lender's Obligation.** Lender will keep the Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction in the manner required by RESPA. Lender may not charge me for holding or keeping the Funds, or for using the Funds to pay Escrow Items, or for making a yearly analysis of my payment of Funds or for receiving, verifying and totaling assessments and bills. Maine law requires payment of, and Lender agrees to pay me, interest on the Funds in the manner and amount set forth in Maine law.

**(c) Adjustments to the Funds.** If there is a surplus of Funds held in escrow, as defined under RESPA, Lender will report to me regarding the excess funds in accordance with RESPA. If there is a shortage or deficiency of Funds held in escrow, as defined under RESPA, Lender will notify me as required by RESPA and I will pay to Lender the amount necessary to make up the shortage or deficiency as required by RESPA, but in no more than twenty-six monthly payments.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Funds that are then being held by Lender.

**4. Borrower's Obligation to Pay Charges, Assessments and Claims.** I will pay all taxes,

assessments, and any other charges and fines that may be imposed on the Property and that may be or become superior to this Security Instrument. If I am a tenant under a ground lease on the Property, I will also pay Ground Rents or payments due under my ground lease. I will also pay any Community Association Dues, Fees, and Assessments. I will do this either by making the payments to Lender that are described in Section 3 above or, if I am not required to make payments to Lender under Section 3, by making the payments on time to the person owed them. In this Security Instrument, the word "person" means any natural person, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be or become superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation (but I must fully perform my agreement or this exception does not apply); or (b) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced (but this exception ends when the lawsuit ends); or (c) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance; Use of Insurance Proceeds.** I will obtain hazard or property insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by: (a) fire; (b) hazards normally covered by "extended coverage" hazard insurance policies; and (c) other hazards for which Lender requires coverage, including floods and earthquakes. The insurance must be in the amounts (including deductibles) and for the periods of time required by Lender. Lender's requirements can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain any of the insurance coverages described above, Lender may obtain insurance coverage at its option and charge me in accordance with Section 9 below.

Lender is under no obligation to purchase any particular type or amount of coverage. Lender's coverage will protect Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the Lender's insurance coverage might significantly exceed the cost of insurance that I could have obtained. Any amounts paid by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with interest, upon notice from Lender to me requesting payment.

Lender may require me to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. I will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from my objection.

All of the insurance policies required by Lender and renewals of those policies: (a) are subject to Lender's right to disapprove; (b) must include what is known as a "standard mortgage clause" to protect Lender; and (c) must name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewal certificates must be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts for paid premiums and renewal notices that I receive.

If I obtain additional insurance for damage to or destruction of the Property not required by Lender, I will ensure that it contains a standard mortgage clause and names Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I

do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by any insurance company with regard to the Property is called "Proceeds." The Proceeds will be used to repair or to restore the damaged Property whether or not the underlying insurance was required by Lender unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Proceeds will be used to pay the Sums Secured. If any of the Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Proceeds will be paid to me. Such insurance proceeds will be applied in the order provided for in Section 2.

During the repair and restoration period, Lender will have the right to hold insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may disburse Proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender will not be required to pay me any interest or earnings on Proceeds. Fees for public adjusters, or other third parties I retain, will not be paid out of the insurance proceeds and will be my sole obligation.

If I abandon the Property, or if I do not answer, within 30 days a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle any insurance claim. The 30-day period will begin when the notice is given.

If I abandon the property, do not answer the notice, or if Lender acquires the Property under Section 22 below or otherwise, all of my rights in all insurance policies covering the Property will belong to Lender, other than the right to any refund of unearned premiums I have paid. Lender may use the insurance proceeds either to repair or restore the Property or to pay the Sums Secured, whether or not then due. However, Lender's rights in those proceeds will not be greater than the Sums Secured.

**6. Occupancy.** I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

**7. Borrower's Obligation to Maintain and Protect the Property; Inspections.** I will keep the Property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate or diminish in value due to its condition whether or not I am residing in the Property. In addition, I will promptly repair the Property, if damaged, to avoid further deterioration or damage unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, I will be responsible for repairing or restoring the Property only if Lender has released Proceeds for such purposes. Lender may disburse Proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, I will not be relieved of my obligation to complete such repair or restoration. Lender or its agents may enter and inspect the Property at reasonable times. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give me notice prior to an interior inspection specifying such reasonable cause.

If this Security Instrument is on a leasehold, I shall comply with all the provisions of the lease. I shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. I shall not, without the express written consent of Lender, alter or amend the ground lease. If I acquire fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

**8. Borrower's Loan Application.** If, during the application process for the Loan, I made false,

misleading, incomplete, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan ("Material Information"), Lender will treat my actions as a default under this Security Instrument. I will also be in default if I knew about or consented to any other person giving false, misleading, incomplete, or inaccurate statements about Material Information to Lender. False, misleading, incomplete, or inaccurate statements about Material Information would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, incomplete, or inaccurate statement of Material Information. Also, if during the loan application process I failed to provide Lender with Material Information, Lender will treat this as a default under this Security Instrument. I will also be in default if I knew about or consented to any other person failing to provide Lender with Material Information.

**9. Lender's Right to Protect its Rights in the Property.** If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture, for enforcement of a lien which may become superior to this Security Instrument or to enforce laws or regulations); or (c) I abandon the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, may include appearing in court, paying reasonable attorneys' fees, paying superior liens on the Property, protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Securing the property includes, for example, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. I agree that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender.

If I do not own but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I subsequently purchase or otherwise become the owner of the Property, my interest as the tenant and my interest as the owner will remain separate unless Lender agrees in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage required by Lender lapses or ceases to be available from the original mortgage insurer, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available and if I was required to make separately designated payments toward the premiums for Mortgage Insurance, Lender will establish a loss reserve as a substitute for the Mortgage Insurance coverage. I will pay to Lender every 14 days an amount equal to one-twenty-sixth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. Such loss reserve will not be refundable.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage again becomes available and is obtained. In that case, I will once again make Mortgage Insurance premiums. The Mortgage Insurance coverage must be in the amount and for the period of time required by Lender. Lender must approve the insurance company providing the coverage.

I will pay the Mortgage Insurance premiums, or the non-refundable loss reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the loss reserve payments, in the manner described in this Section 10.

This Section 10, and the existence or termination of my obligation to pay Mortgage Insurance premiums or reserve payments, does not affect my obligation to pay interest under the Note at the rate set by the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity, may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

**11. Agreements about Miscellaneous Proceeds and Condemnation of the Property.** I assign to Lender all Miscellaneous Proceeds (as defined above in subsection (M) of the section entitled "Words Used Often In This Document"). All Miscellaneous Proceeds will be paid to Lender. Miscellaneous Proceeds include, among other things, awards or claims for damages for Condemnation. A taking of property by any governmental authority by eminent domain is known as Condemnation.

If the Property is damaged, all Miscellaneous Proceeds will be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During the repair and restoration period, Lender will have the right to hold Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Miscellaneous Proceeds, Lender will not be required to pay me any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured by this Security Instrument, whether or not then due, with the excess, if any, paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

If all of the Property is taken or destroyed, the Miscellaneous Proceeds will be used to reduce the Sums Secured, whether or not then due. If any of the Miscellaneous Proceeds remain after the Loan has been paid in full, the remaining proceeds will be paid to me.

Unless Lender and I agree otherwise in writing, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction either is equal to, or greater than, the amount of the Sums Secured immediately before the partial taking or destruction, then a portion of the Miscellaneous Proceeds will be applied to pay a portion of the Loan. That portion will equal the Miscellaneous Proceeds multiplied by a fraction. That fraction is as follows: (a) the total amount of the Sums Secured immediately before the partial taking or destruction; divided by (b) the fair market value of the Property immediately before the partial taking or destruction. The remainder of the Miscellaneous Proceeds will be paid to me.

Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial

taking or destruction is less than the amount of the Sums Secured immediately before the partial taking or destruction, the proceeds will be used to reduce the Sums Secured whether or not then due.

If I abandon the Property, or if I do not answer within 30 days, a notice from Lender stating that the Opposing Party (as defined below) offered to make an award to settle a claim for damages, Lender has the authority to settle any claim and collect the proceeds. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a legal action in regard to Miscellaneous Proceeds. Lender may then use the Miscellaneous Proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

I will be in default if any lawsuit or other legal proceeding is brought seeking Forfeiture of the Property or seeking any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" means a legal order or judgment that takes away some or all of my rights in the Property, whether in a civil or in a criminal proceeding. I can cure that default by causing the lawsuit or legal proceeding to be dismissed with a legal ruling that, in Lender's reasonable judgment, precludes any forfeiture or any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. If there is any award or claim for damages for the reduction of Lender's interest or rights, the proceeds of that award or claim are assigned to and will be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

**12. Continuation of Borrower's Obligations and of Lender's Rights.**

**(a) Borrower's Obligations.** Lender may allow me, any Borrower, and any Successor in Interest of Borrower to delay or to change the amount of the Periodic Payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a Successor in Interest of Borrower, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against a Successor in Interest of Borrower for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so by Borrower or a Successor in Interest of Borrower.

**(b) Lender's Rights.** Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property; (2) Lender accepts payments from third persons or Successors in Interest; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make immediate payment in full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

**13. Obligations of Borrower and of Persons Taking over Borrower's Rights or Obligations.**

Except as provided in Section 18, any Successor in Interest of Borrower who takes over my rights or obligations under this Security Instrument in writing and who is approved by Lender will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. I will not be released from my liability under this Security Instrument unless Lender agrees to that release in writing. Any person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument, except as provided in Section 20.

If more than one person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument 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 Sums Secured. However, if one of us does not sign the Note: (a) that person is signing this Security Instrument only to give that person's rights in the Property to Lender under the terms of this Security instrument; (b) that person is not personally obligated to pay the Sums Secured; and (c) that person agrees that Lender can agree with the other Borrowers to delay enforcing any of Lender's rights or to modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that

person's consent.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection, and valuation fees. In regard to any other fees, the fact that this Security Instrument does not expressly authorize Lender to charge a specific fee to Borrower should not be interpreted to be a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed 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 without any prepayment charge (whether or not a prepayment charge is provided for under the Note). My acceptance of any such refund made by direct payment to me will constitute a waiver of any right of action I might have arising out of such overcharge, unless Applicable Law expressly provides otherwise.

**15. Notices Required under this Security Instrument.** All notices given by me or Lender in connection with this Security Instrument must be in writing. Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice will be effective or "given" when mailed (or, if not mailed, when actually delivered) to my address, unless Applicable Law requires otherwise. Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice will be addressed to me at the address stated in the section above titled "Description of the Property." A notice will be given to me at a different address if I give Lender a notice of my different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time.

Any notice that must be given to Lender under this Security Instrument will be given by delivering or mailing it to Lender's address stated in subsection (C) of the section above entitled "Words Used Often In This Document." A notice will be mailed or delivered to Lender at a different address if Lender gives me a notice of the different address. A notice to Lender required by this Security Instrument is not given until it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Law That Governs this Security Instrument; Interpretation.** This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence will not be construed as a prohibition against agreement by contract.

As used in this Security Instrument: (a) words of the masculine gender will mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular will mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** I will be given one copy of the Note and of this Security Instrument.

**18. Agreements about Lender's Rights If the Property Is Sold or Transferred.** As used in this Section 18, "Interest in the Property" means any interest in the Property recognized or protected by Applicable Law including, for example, those interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, if the intent is the transfer of title by Borrower at a future date to a purchaser.

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or

any part of the Property, or if any interest in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, Lender will not require immediate payment in full if prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement, following the procedures in Section 15. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

**19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued.**

Even if Lender has required immediate payment in full, I may have the right to have enforcement of this Security Instrument discontinued. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) such other period as Applicable Law might specify for the termination of my right to reinstate; or (c) before a judgment has been entered enforcing this Security Instrument, if I meet the following conditions:

- (1) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if immediate payment in full had never been required;
- (2) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (3) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (4) I do whatever Lender reasonably requires to assure that Lender's Interest in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then the Note and this Security Instrument will remain in full effect as if immediate payment in full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required immediate payment in full under Section 18 above.

**20. Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Notice of Grievances.** The Note, or an interest in the Note, together with this Security Instrument, can be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects my Periodic Payments due under the Note and this Security Instrument and also performs other mortgage loan servicing obligations under the Note, this Security Instrument and Applicable Law is called the "Loan Servicer." There can be a change of the Loan Servicer as a result of the sale of the Note; there also can be one or more changes of the Loan Servicer unrelated to a sale of the Note. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under RESPA. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA in connection with a notice of transfer of servicing. If the Note is sold, the Purchaser may hire a third party as Loan Servicer. In that case, the Loan Servicer, and not the Note Purchaser, will have mortgage loan servicing obligations to Borrower, except when the Note or Applicable Law expressly requires otherwise.

Lender and I agree that we will not start a lawsuit or legal proceeding or join, or be joined to, an existing lawsuit (such as a class action) that arises from the other party's actions pursuant to the Security Instrument or that claims the other party broke any promise or failed to fulfill any duty under this Security Instrument or relating to



the Loan until: (a) the complaining party gives written notice in the manner provided in Section 15 to the other party; (b) the notice clearly describes the promise broken or the duty unfulfilled; and (c) the party receiving the notice is given a reasonable time to correct the problem. This provision does not apply if Applicable Law specifically authorizes a lawsuit by me against Lender under the facts in question and does not permit any cure or correction by Lender. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of default and opportunity to cure given to me pursuant to Section 22 and the demand for immediate payment in full given to Borrower pursuant to Section 18 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Continuation of Borrower's Obligations to Maintain and Protect the Property.** The federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection are called "Environmental Laws."

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous or as pollutants or wastes by Environmental Laws and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances."

An "Environmental Cleanup" includes any removal, remedial action or other response as defined in an Environmental Law. An "Environmental Condition" means a condition that can cause or contribute to or otherwise trigger an Environmental Cleanup.

Except as provided below: (a) I will not permit Hazardous Substances to be present on the Property; (b) I will not use or store Hazardous Substances on the Property; and (c) I will not allow anyone else to do so. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property.

I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so. I will not create an Environmental Condition affecting the Property or permit anyone else to do so or do anything which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property.

If I know of: (a) any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws; (b) any Environmental Conditions, for example, any spill or leak of any Hazardous Substance; or (c) any condition relating to a Hazardous Substance that reduces the value of the Property, I will promptly notify the Lender in writing. If the government or a private party notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

This Section does not require the Lender to conduct or pay for any Environmental Cleanup.

## NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

**22. Lender's Rights If Borrower Fails to Keep Promises and Agreements.** After the occurrence of the conditions stated in subsections (a), (b) and (c) below, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. If all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may do this without making any further demand for payment. This requirement is called "immediate payment in full."

Lender may also require immediate payment in full if any of the events described in Section 18

occur, even if the conditions stated in subsections (a), (b) and (c) below are not met.

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law. These costs include reasonable attorneys' fees and costs of title evidence.

Lender may require immediate payment in full under this Section 22 only if all of the following conditions are met:

- (a) I fail to keep any promise or agreement made in this Security Instrument, including the promises to pay when due the Sums Secured;
- (b) Lender sends to me, at least 35 days before demanding immediate payment in full or otherwise enforcing this Security Instrument, a notice that states:
  - (1) The promise or agreement that I failed to keep;
  - (2) The action that I must take to correct that default;
  - (3) My right to cure the default by full payment of all amounts that are due under the Note and under this Security Instrument, including reasonable interest and late charges specified in the Note or this Security Instrument, as well as reasonable attorney fees;
  - (4) An itemization of all past due amounts causing the loan to be in default;
  - (5) An itemization of any other charges that must be paid in order to cure the default;
  - (6) That if I do not correct the default by the date stated in the notice, Lender may require immediate payment in full, and Lender or another Person may acquire the Property by means of foreclosure and sale;
  - (7) That if I meet the conditions stated in Section 19 above, I will have the right to have Lender's enforcement of this Security Instrument discontinued and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required; and
  - (8) That I have the right in any lawsuit for foreclosure and sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and
  - (9) Such other matter as is required by Maine law; and
- (c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

**23. Lender's Obligation to Discharge this Security Instrument.** When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering to the appropriate Registry of Deeds a discharge or release stating that this Security Instrument has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records (unless those costs were collected in advance of my loan closing).

**24. Payment During Foreclosure.** I agree that Lender may accept rents from the Property, hazard insurance proceeds, condemnation awards, and any other monies produced by the Property or paid by me, even though Lender has demanded immediate payment in full and begun foreclosure and sale under Section 22 above. Lender may use such monies to pay off any part of the Sums Secured without affecting Lender's right to continue foreclosure and sale.

**25. Riders to this Security Instrument.** The promises and agreements of each Rider are incorporated as a part of this Security Instrument.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in the Rider signed by me and recorded with it.

Signature

Date

**John Doe**

Mailing address:  
1234 Main Avenue  
Augusta, ME 04332

*[Sign Originals Only]*

STATE OF MAINE

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **John Doe**.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Lender: **ABC Bank**  
 Borrower: **John Doe**  
 Property: **1234 Main Avenue, Augusta, Maine 04332**

**First Payment Letter and Mailing Address Certification**

**Loan # 132456789**

Your first payment will be due **May 1, 2013**.

To assure proper credit on your account, please include your loan number as indicated above on all of your loan payment checks. Unless otherwise indicated in your promissory note, each loan payment is due on the **1st** day of the month. Each payment should be mailed early enough for it to reach the holder of the note on or before that date. Payments received after that date are **DELINQUENT** and could affect your credit rating. Unless otherwise indicated in your note, payments received after the end of the **15th** day of the month due are subject to late charges. Your Payment is itemized below. The payment may change due to changes in any of the components of the Payment (including a possible interest rate change if the loan contains a variable rate feature). New payment coupons (including any adjusted amounts) will be mailed to you at your last known address.

If you do not receive your payment coupons before the date the **FIRST PAYMENT IS DUE AND WE DO NOT NOTIFY YOU TO MAIL SAID PAYMENT DIRECTLY TO US, WHICH WE EXPRESSLY RESERVE THE RIGHT TO DO**, please mail your check along with the temporary payment coupon enclosed.

Your estimated "Payment" amount is **\$1,278.37**, totaled from these payment elements:

<b>Description</b>	<b>Amount</b>
Principal and Interest:	\$886.70
Homeowner's insurance:	\$125.00
Property taxes:	\$266.67
<b>Total:</b>	<b>\$1,278.37</b>

In order for Lender to provide Borrower(s) with mortgage coupon payment booklets and to correspond with Borrower(s) on matters of importance, Lender requests Borrower(s) to provide the following information:

Present Mailing Address: \_\_\_\_\_  
 City, State & ZIP Code: \_\_\_\_\_  
 Present Telephone Number (include area code): \_\_\_\_\_  
 Anticipated Moving Date: \_\_\_\_\_  
 New Mailing Address: \_\_\_\_\_  
 City, State & ZIP Code: \_\_\_\_\_  
 New Telephone Number (including area code)(if known): \_\_\_\_\_

If Borrower(s) desires the mailing address to be different than the address of the Property indicated on the survey, Borrower(s) must provide the correct mailing address above. I/We, the above referenced Borrower(s), certify the above mailing information to be true and correct and further agree to notify the holder or servicer of the note immediately of any change of address by certified mail, return receipt requested, to the address stipulated in the Mortgage/Deed of Trust as being the address where Loan payments are to be mailed. No other knowledge, whether actual or constructive, by the holder of the note or any of its agents or employees, will be sufficient to put the holder of the note on notice of any change of Borrower(s) mailing address and/or telephone number.

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Signature

Date

**John Doe**

*[Sign Originals Only]*

**TEMPORARY PAYMENT COUPON**

**1st Payment**

**Loan # 132456789**      **PAYMENT AMOUNT \$1,278.37**      **PAYMENT DUE DATE: 05/1/2013**  
**BORROWER'S NAME: John Doe**  
**PROPERTY ADDRESS: 1234 Main Avenue, Augusta, Maine 04332**

**Note to Borrower:** These temporary payment coupons should be used if you have not received your mortgage loan coupon booklet prior to the due date of this payment. The payment amount listed is only an estimate, since all the necessary data for your loan has not been compiled. Please cut out the coupon and remit it with your check to:

**ABC Bank**  
**2310 W Interstate 20, 100**  
**Augusta, ME 04332**

----- CUT HERE -----

**TEMPORARY PAYMENT COUPON**

**2nd Payment**

**Loan # 132456789**      **PAYMENT AMOUNT \$1,278.37**      **PAYMENT DUE DATE: 06/1/2013**  
**BORROWER'S NAME: John Doe**  
**PROPERTY ADDRESS: 1234 Main Avenue, Augusta, Maine 04332**

**Note to Borrower:** These temporary payment coupons should be used if you have not received your mortgage loan coupon booklet prior to the due date of this payment. The payment amount listed is only an estimate, since all the necessary data for your loan has not been compiled. Please cut out the coupon and remit it with your check to:

**ABC Bank**  
**2310 W Interstate 20, 100**  
**Augusta, ME 04332**

----- CUT HERE -----

**TEMPORARY PAYMENT COUPON**

**3rd Payment**

**Loan # 132456789**      **PAYMENT AMOUNT \$1,278.37**      **PAYMENT DUE DATE: 07/1/2013**  
**BORROWER'S NAME: John Doe**  
**PROPERTY ADDRESS: 1234 Main Avenue, Augusta, Maine 04332**

**Note to Borrower:** These temporary payment coupons should be used if you have not received your mortgage loan coupon booklet prior to the due date of this payment. The payment amount listed is only an estimate, since all the necessary data for your loan has not been compiled. Please cut out the coupon and remit it with your check to:

**ABC Bank**  
**2310 W Interstate 20, 100**  
**Augusta, ME 04332**

**BORROWER ACKNOWLEDGEMENT OF RECEIPT OF  
FEDERAL DISCLOSURES  
FOR MORTGAGE TRANSACTIONS SUBJECT TO RESPA**

Words used in this Acknowledgment are defined below. Words in the singular mean and include the plural and vice versa.

“Borrower” is **John Doe**.

“Lender” is **ABC Bank**, and its successors and assigns.

“Property” means the property commonly known as **1234 Main Avenue, Augusta, Maine 04332**.

Borrower acknowledges receiving the following notices and disclosures at the times indicated:

**REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA) NOTICES**

If this is a purchase transaction, consumer booklet entitled Buying Your Home - Settlement Costs and Helpful Information (either at the time of application or by mail postmarked within three (3) business days of Lender’s receipt of the application).

Good Faith Estimate of closing costs (either at the time of application, electronically consistent with the E-Sign Act or by mail postmarked within three (3) business days of Lender’s receipt of the application).

Servicing Disclosure Statement (either at the time of application if there was a face-to-face interview, electronically consistent with the E-Sign Act or by mail postmarked within three (3) business days of Lender’s receipt of the application).

Uniform Settlement Statement HUD-1 or HUD-1A (at or before settlement) in which all charges paid or to be paid by Borrower in connection with the settlement were set forth. The statement was provided for Borrower’s review at least one (1) business day prior to the settlement date, if requested by Borrower.

**TRUTH IN LENDING ACT (TILA) NOTICES**

Initial Truth in Lending Disclosure Statement (either at the time of application, electronically consistent with the E-Sign Act or by mail postmarked within three (3) business days of Lender’s receipt of the application and before any charges were imposed upon me/us with the exception of a credit report fee).

Final Truth in Lending Statement at least 3 days prior to consummation of the loan if last Truth in Lending was not in tolerance.

If this loan is a refinance transaction and subject to Section 226.32 of Regulation Z, Final Disclosure Required by the Federal Truth in Lending Act and the Federal Reserve Regulation Z for Section 226.32 Mortgages (at least three (3) business days [including Saturdays] prior to consummation of the loan).

If this is a rescindable transaction, two (2) Notices of Right to Cancel (at consummation of the loan). If the loan is to be secured by Borrower’s primary residence and Borrower applied for an adjustable rate feature, Adjustable Rate Mortgage Program Disclosure and consumer booklet entitled Consumer Handbook on Adjustable Rate Mortgages (either at the time of application or before a non-refundable fee was paid, whichever was earlier, or by mail postmarked within three (3) business days of Lender’s receipt of the application from an intermediary agent or broker).

If this transaction was changed to a variable rate program during the processing period, Adjustable Rate Mortgage Program Disclosure and consumer booklet entitled Consumer Handbook on Adjustable Rate Mortgages (before

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**Borrower Acknowledgement of Receipt of Federal Disclosures (Multistate)**

consummation of the loan).

**NATIONAL FLOOD INSURANCE ACT (NFIA) NOTICE**

If the Property is or will be located in an area designated by the Federal Emergency Management Agency as an area having special flood hazards, Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance (at a reasonable time prior to closing).

**HOMEOWNERS PROTECTION ACT OF 1998 (HPA) NOTICES**

If this transaction has private mortgage insurance to be paid by Lender, Lender Paid Private Mortgage Insurance Notice (at or before the time of loan commitment).

If this transaction has private mortgage insurance to be paid by Borrower, Private Mortgage Insurance Disclosure (at consummation of the loan).

**RIGHT TO RECEIVE COPY OF APPRAISAL**

Lender has provided me/us with a copy of the appraisal report of the Property either upon completion of the appraisal or at least three business days prior to closing, unless otherwise waived three days before closing not applicable to FHA or VA loans..

**GRAMM-LEACH-BLILEY ACT (FINANCIAL PRIVACY) Notice**

Lender provided me/us with a copy of Lender's Financial Privacy Notice detailing Lender's policy on the matter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**John Doe**

*[Sign Originals Only]*

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**Borrower Acknowledgement of Receipt of Federal Disclosures (Multistate)**



# APPRAISAL DISCLOSURE

Borrower(s)  
**John Doe , a single man**

Property:  
**1234 Main Avenue  
Augusta, Maine 04332**

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Today you applied for a mortgage loan from **ABC Bank** (“Lender”).

Under Maine law (9-A M.R.S. § 3-313; 9-B M.R.S § 447), Lender is required to give you the following disclosure:

**You have the right to a copy of the appraisal report used in connection with your application for credit. If you would like to receive a copy, please notify us in writing at the mailing address provided below. We must hear from you no later than 90 days after we have provided a notice of action taken on the application for credit or the date of closing, whichever is later, or 90 days after the application is withdrawn.**

**Contact: ABC Bank  
Lender/Broker: ABC Bank  
Address: 2310 W Interstate 20, 100, Augusta, ME 04332  
Telephone: (207) 555-5555**

**Please provide the following information in your request:**

## ACKNOWLEDGMENT

I/We hereby acknowledge receipt of this Appraisal Disclosure and further acknowledge that I/we understand its provision.

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Signature

Date

**John Doe)**

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## Appraisal Receipt

**Loan # 132456789**

I/We, the undersigned Borrower(s), hereby certify that I/we have received, reviewed and approved a copy of the appraisal dated **02/20/2013** prepared by **Mr. Appraiser**.  
(Blanks to be completed by Borrower(s) if not already completed.) I/We will forever hold Lender harmless from any complaint arising as a result of said appraisal.

---

Signature

Date

**John Doe**

*[Sign Originals Only]*

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**  
Date: **March 2, 2013**

## Appraisal Report Disclosure

Loan # 132456789

The Equal Credit Opportunity Act (15 USC 1691(e)) and the Fannie Mae and Freddie Mac (FNMA/FHLMC) Appraiser Independence Requirements require that:

**The lender shall ensure that the borrower is provided a copy of any appraisal report concerning the borrower's subject property promptly upon completion at no additional cost to the borrower, and in any event no less than three business days prior to the closing of the loan. The borrower may waive this three business day requirement. The lender may require the borrower to reimburse the lender for the cost of the appraisal.**

- By signing this document, Borrower acknowledges receipt of the completed appraisal report at least three business days prior to closing of the loan.
- By signing this document, Borrower acknowledges and agrees that at least three days prior to closing of the loan, Borrower waived the requirement that the completed appraisal report be delivered to Borrower at least three business days prior to the closing of the loan, and consented to delivery of the completed appraisal report at or before closing.

### ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of this Appraisal Report Disclosure and further acknowledge that I understand its provisions. Words used in this document mean and include the plural and vice versa.

Signature

**John Doe**

Date

*[Sign Originals Only]*

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, ME 04332**

## **Attorney Representation Notice**

**Loan # 132456789**

This Attorney Representation Notice (“Notice”) is entered into between PeirsonPatterson, LLP (“We”, “our” or “us”) and **John Doe** (“you” or “your” whether one or more), herein referred to as “Borrower”.

**LOAN DOCUMENTATION.** PeirsonPatterson, LLP (We”, “us” or “our”) has prepared the legal instruments involved in this loan using information supplied by the Lender and other third parties. We have acted only on behalf of the Lender. We and the Lender have not assisted or rendered legal advice to Borrower with respect to the loan or the Property securing it or the documents executed in connection with it. If Borrower has any questions about the meaning of any document or Borrower’s legal rights, Borrower should retain personal legal counsel for advice in this transaction.

**DESCRIPTION OF LEGAL SERVICES PERFORMED.** We may have prepared all or part of the following legal instruments affecting title to the Property: Deed (if a purchase transaction), Note, Security Instrument and Assignment of Lien (if requested).

**DISCLAIMER OF REPRESENTATION OR WARRANTY.** We have not conducted a title search on the Property, and make no representation or warranty about condition of the title, access to the Property or any other matters that might be revealed from Borrower’s examination of a survey, title information, or the Property itself. **Borrower is cautioned to make sure the Deed delivered to Borrower conveys what Borrower has contracted to purchase.**

**DATA SUPPLIED BY LENDER.** The disclosure calculations and fee data have been supplied by the Lender. We make no representations regarding the value of the Property, conformance with any limitations on fees, waiting periods or any other matters outside our control.

**RESPONSIBILITY FOR PAYMENT OF FEES.** As part of Borrower’s obligation to pay the expenses of the Lender in connection with the preparation of the legal documentation, Borrower agrees to pay directly to us at loan closing, the amount indicated on the Attorney Invoice, unless Lender has noted otherwise in their closing instructions.

**BASIS FOR FEE.** The document preparation fee charged by us is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for our services, taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform the services. Other considerations include our expertise in the complexities of the real estate practice, the necessary overhead associated with the rendering of the services and our assumption of risk in the rendering of the services. There has been no charge made for any disclosures or information required by the Real Estate Settlement and Procedures Act, the Truth-in-Lending Act or the Homeowners’ Protection Act.

**NOTICE TO BORROWER AND SELLER REGARDING DEED PREPARATION.** We represent Lender and only Lender in this transaction. If we have prepared a draft deed, it has been at the request of Lender. Seller and Borrower are advised to consult their respective legal counsel with any questions before signing the draft deed.

We have provided the draft deed as a convenience. **IF THE DRAFT DEED WE PREPARED IS USED, SELLER AND BORROWER (OR THEIR ATTORNEYS) SHOULD REVIEW AND AMEND IT, IF NECESSARY, TO MAKE CERTAIN THAT IT IS CONSISTENT WITH THE SALES CONTRACT AND CORRECTLY REFLECTS THE CONDITION OF TITLE FOR THE PROPERTY AND THE OBLIGATIONS OF THE PARTIES TRANSFERRING RIGHTS TO REAL PROPERTY, AND IF APPLICABLE RESERVING CERTAIN RIGHTS, FOR EXAMPLE MINERAL INTEREST, IS AN INHERENTLY COMPLEX MATTER AND CONTEMPLATES THE INVOLVEMENTS OF ATTORNEYS. IF APPLICABLE, THE DEED SHOULD BE AMENDED TO REFLECT ANY MINERAL OR OTHER RESERVATION. BE CERTAIN THAT THE DEED EXPRESSES THE INTENT OF SELLER AND BORROWER. ANOTHER DEED, OR AMENDMENTS TO THE DRAFT DEED, MUST BE REVIEWED AND APPROVED BY US PRIOR TO ITS EXECUTION.** To the extent Lender and Seller are the same, we further represent Lender in its capacity as Seller for purposes of Deed preparation only. Seller is signing this agreement only to receive the notices and to assent to the terms contained in this paragraph.

Borrower and Seller hereby acknowledge receiving and reading a copy of this Notice and affirm the accuracy of their respective statements contained herein.

---

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**John Doe**

*[Sign Originals Only]*

---

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**Jennifer Brown**

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**Attorney Representation Notice**

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## Borrower's Closing Affidavit

Loan # 132456789

Before me, the undersigned authority duly authorized to take acknowledgements and administer oaths, personally appeared the above referenced Borrower(s) who, upon being duly sworn depose and says as follows:

Words used in this Affidavit are defined below. Words in the singular mean and include the plural and vice versa.

**"Borrower"** is **John Doe**

**"Lender"** is **ABC Bank**, and its successors or assigns.

**"Loan"** means the debt evidenced by the Note and all sums due under the Security Instrument.

**"Note"** means the promissory note(s) dated **March 2, 2013**, signed by Borrower in favor of Lender.

**"Property"** means the property commonly known as **1234 Main Avenue, Augusta, Maine 04332**.

**"Security Instrument"** means the Deed of Trust/Mortgage/Security Deed/Security Instrument signed by Borrower in favor of Lender, securing payment of the Note.

**"Settlement Agent"** is **Your Title Company**.

BEFORE ME, the undersigned authority, on this day, personally appeared Borrower, known to me to be the person whose name is subscribed below and after being duly sworn by me did each on his or her oath state the following:

1. **OCCUPANCY STATUS.** [Check applicable box.]

- Primary Residence.** The Property is/will be Borrower's primary residence. This means at least one (1) Borrower who executes the Note and Security Instrument will take title to and occupy the Property. The Property is now occupied as Borrower's primary residence or will be occupied as Borrower's primary residence no later than sixty (60) days after this date or the date the Property shall first become ready for occupancy as a habitable dwelling. That Borrower shall continue to occupy the Property as that Borrower's primary residence for at least one (1) year after the execution of the Loan documentation unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond that Borrower's control. Furthermore, all bills for utilities, water, and/or sewerage are in that Borrower's name.

If applicable,

Borrower(s) will not occupy the Property, nor allow any others to occupy the Property, until construction is complete and municipal approvals have been issued, if required, and Lender gives written consent following final inspection. Borrower(s) will not store any item in or on the Property, or allow others, that is not related to the construction of improvements on the Property.

Borrower(s) hereby certify that upon completion the Property will be Borrower's principal residence. This means at least one of the Borrowers who executes the Note and Security Instrument has title to and upon completion, shall occupy the Property. Borrower shall continue to occupy the Property as Borrower's principal residence for at least one year after completion of the improvements unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's

control.

**BORROWER(S) ACKNOWLEDGE THAT THIS OCCUPANCY AFFIDAVIT IS GIVEN AS A MATERIAL INDUCEMENT TO CAUSE LENDER TO MAKE A LOAN TO BORROWER(S) AND THAT ANY FALSE STATEMENTS, MISREPRESENTATIONS OR MATERIAL OMISSIONS SHALL CONSTITUTE A BREACH OF THE BORROWER(S) OBLIGATION TO LENDER AND THAT ALL THE PROVISIONS OF THE MORTGAGE/DEED OF TRUST INDENTURE CONCERNING DEFAULT IN THE NOTE WILL THEREUPON BE IN FULL FORCE AND EFFECT.**

- Secondary Residence.** The Property is/will be Borrower's secondary residence. A secondary residence is a single-family property that is currently or will be occupied by at least one (1) Borrower in addition to that Borrower's primary residence. **The property will not be income-producing.**
- Investment Property.** The Property is/will be investment property. The Property will not be occupied or claimed as a primary or secondary residence by any Borrower, and may produce revenue. Each Borrower now owns, resides, uses, and claims another property or properties as a primary residential or homestead.
2. **FINANCIAL STATUS.** Borrower understands that Lender is granting the Loan based on the representations made in the Loan application given by Borrower to Lender. Borrower hereby certifies that all statements related to the Loan application, including but not limited to, financial, marital, and employment status, have not changed, and to the best of Borrower's knowledge, will not change in the foreseeable future. If the Property is being purchased by Borrower, the funds for down payment and closing costs are being paid from the source stated on the Loan application. There is no secondary financing in this transaction that has not been disclosed to Lender. Borrower certifies that if the Loan application states that other real estate was to be sold, that such transaction has taken place and Borrower no longer has title to that real estate. If the Property is currently owned by Borrower, Borrower certifies that there are no delinquent state, county, city, school, water district, utility district, or other governmental taxes or assessments due or owing against the Property and that no tax suit has been filed by any state, county, municipality, water district, utility district, or other governmental agency for taxes or assessments levied against Borrower which have not been disclosed in writing to Lender. Borrower also certifies that there are no unpaid paving or utility assessments or delinquent owner association dues. There are no suits filed by or pending against Borrower in any federal or state court which have not been disclosed in writing to Lender.
3. **PROPERTY ACCEPTANCE.** Borrower acknowledges that the Property and all of its improvements, fixtures, appliances, and other parts are in good and satisfactory working order and in the conditions contracted for. If the Property is new construction, Borrower finds that the improvements erected on the Property have been completed substantially in accordance with the plans and specifications. If this is the purchase of an existing dwelling, Borrower has accepted the condition thereof, and all terms of the sales contract (including any required repairs and inspections) have been met. If the Property is or will be initial construction, Borrower will sign an affidavit of completion once Borrower finds the improvements are completed substantially in accordance with the plans and specifications and to Borrower's satisfaction and that the terms of the contract between Borrower and the contractor have been fully carried out. The matters acknowledged in this paragraph are to the best of Borrower's knowledge and belief, and nothing in this Affidavit is to be construed as a waiver of any claims, damages, causes of action, or rights under any warranty, expressed or implied, against any party other than Lender.
4. **SURVEY.**

**If a Survey is required then,** Borrower hereby certifies that Borrower has received, reviewed, and approved a copy of the survey which is incorporated herein by reference and has signed or initialed and dated same for identification purposes. Borrower is aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey. In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action, and expenses in any way arising as a result of the Property condition or any matters indicated in the survey.

**If a current Survey is acceptable then,** since the date of the survey provided by Borrower, which survey has been signed or initialed and dated for identification purposes, Borrower certifies and represents that no improvements or structural changes or additions to the Property have been made. Borrower is aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey. In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action, and expenses in any way arising as a result of the Property condition or any matters indicated in the survey.

**If a Survey is not required then,** Borrower understands that a current survey is not required by Lender for this transaction, however, if Borrower desires, Borrower may have a current survey made. Borrower represents to Lender that Borrower understands that a survey would indicate existing encroachments, protrusions, easements, limitations, access, dimensions, or other conditions.

Borrower represents to Lender that Borrower has not received from any third party any notice or claim of any limitation of the use and enjoyment of the Property not indicated by the most recently obtained survey.

5. **TITLE INSURANCE.** If Title Insurance is required by Lender, Borrower certifies that Settlement Agent has provided Borrower with a copy of the Commitment for Title Insurance and that Borrower has reviewed and consents to all of the exceptions to title which would appear in an Owner's Title Policy for the Property.

In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action and expenses in any way arising as a result of the Property condition and performance under any contract of sale between Borrower and any Seller of the property, or any matters indicated as exceptions stated in the Commitment for Title Insurance, and the Owner's and Mortgagee's Title Insurance Policies.

6. **HOLD HARMLESS.** Borrower has been made aware of the following specific conditions affecting the Property and does hereby indemnify and hold harmless Lender from any claims, costs, damages, causes of action, and expenses in any way arising from the following conditions or other matters:

### **ACKNOWLEDGMENT OF RECEIPT**

Borrower acknowledges that this Borrower's Closing Affidavit is given as a material inducement to cause Lender to make the Loan to Borrower. Borrower understands that it is illegal to provide false information in an application for a mortgage loan. Mortgage fraud is punishable by up to 30 years in federal prison or a fine up to \$1,000,000 or both under the provisions of title 18, United States Code, Sec. 1001, et seq. The agreements and covenants contained herein shall survive the closing of this Loan transaction.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**John Doe**

*[Sign Originals Only]*

SUBSCRIBED AND SWORN TO BEFORE ME on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **John Doe**.

\_\_\_\_\_  
Notary Public

Printed Name of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## **Certification and Authorization To Release Information**

**Loan # 132456789**

Words used in this Certification and Authorization are defined below. Words in the singular mean and include the plural and vice versa.

“Borrower” is **John Doe**.

“Lender” is **ABC Bank** , and its successors, assigns or agents.

Borrower certifies the follows:

1. Borrower has applied for a mortgage loan from Lender. In applying for the loan, Borrower completed a loan application containing information on the purpose of the loan, the amount and source of the down payment, employment and income verification, and assets and liabilities. Borrower certifies that all of the information is true and complete. Borrower made no misrepresentations in the loan application or other documents, nor did Borrower omit any pertinent information.
2. Borrower understands and agrees that in the event the loan is processed under a reduced documentation program, Lender 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 Borrower’s employer and/or a financial institution.
3. Borrower fully understands 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.

To Whom It May Concern:

1. Borrower has applied for a mortgage loan from Lender. As part of the application process, Lender may verify information contained in Borrower’s 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. Borrower authorizes you to provide to Lender any and all information and documentation that it requests. 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. Lender 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. Your prompt reply to Lender it successors, assigns or agents is appreciated.

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**Certification and Authorization to Release Information**

**NOTICE TO BORROWERS:** This notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right to 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 HUD/FHA 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.

---

Signature

Date

**John Doe**

*[Sign Originals Only]*

---

**Certification and Authorization to Release Information**

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## Collateral Protection Insurance Notice

**Loan # 132456789**

The following notice is given to Borrower by Lender.

- A. Borrower is required to:
  - (i) keep property insured against damage in the amount Lender specifies;
  - (ii) purchase the insurance from an insurer that is authorized to do business in this state or an eligible surplus lines insurer; and
  - (iii) name Lender as the person to be paid under the policy in the event of a loss;
- B. Borrower must, if required by Lender, deliver to Lender a copy of the policy and proof of the payment of premiums; and
- C. If Borrower fails to meet any requirement listed in Paragraph (A) or (B), Lender may obtain collateral protection insurance on behalf of Borrower at Borrower's expense.

---

Signature

**John Doe**

Date

*[Sign Originals Only]*

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## Disclosure of Right to Receive a Copy of an Appraisal

Loan # 132456789

Applicant(s) name(s) / Address(es) ("You", "Your") <b>John Doe</b>  <b>1234 Main Avenue</b> <b>Augusta, ME 04332</b>	Lenders name / Address ("We", "Us") <b>ABC Bank</b> <b>2310 W Interstate 20, 100</b> <b>Augusta, Maine 04332</b>
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DATE: **March 2, 2013**

Under the Equal Credit Opportunity Act (ECOA) you have the right to receive a copy of the appraisal report used in connection with your application for credit. If you wish to receive a copy, please follow the instructions provided below.

We must hear from you no later than 90 days after we notify you about the action taken on your loan application (the credit decision). If you withdraw your application before we take action, we must hear from you no later than 90 days after you withdraw your application.

To request a copy of the appraisal report, you must contact us by writing to us at the address provided above. Please provide us with the following information at the time you make your request:

- The names of the applicant(s)
- The date of your application
- The address of the appraised property
- The address to which we should send the copy of the report

The ECOA requires that we mail or deliver a copy of the appraisal report promptly (generally within 30 days) after we receive your request, receive the appraisal report, or receive reimbursement from you for the report, whichever occurs last.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**John Doe**

*[Sign Originals Only]*

\_\_\_\_\_  
Disclosure of Right to Receive a Copy of an Appraisal

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## Document Correction Agreement

Loan # 132456789

**AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES:** In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, Borrower(s) agrees as follows: That, should a document be lost or misplaced, misstated or inaccurately reflect the true and correct terms and conditions of the Loan, upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate documents(s). Borrower's completed and accepted final application and any disclosure statements provided by Lender shall be evidence of Borrower's and Lender's intent regarding the agreed terms and conditions of the loan. If a replacement note is executed, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original executed note. The documents Lender requests Borrower(s) to execute, acknowledge, initial and deliver pursuant to this Paragraph shall hereinafter be referred to as "Replacement Documents." Borrower(s) agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) of a written request from Lender for such replacement. Borrower(s) also agrees that upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's reasonable request to supply additional documentation and/or to pay Lender any additional sums previously disclosed to Borrower(s) as a cost or fee associated with the Loan which for whatever reason was not collected at closing. The documents or fees Lender requests Borrower(s) to provide pursuant to this Paragraph shall hereinafter be referred to as "Additional Documents or Fees."

**REQUEST BY LENDER:** Any request by the Lender, (including persons acting on behalf of the Lender) or Settlement Agent for any Additional Documents or Fees shall be prima facie evidence of the necessity for same. A written statement from Lender, (including persons acting on behalf of the Lender) or Settlement Agent, addressed to Borrower(s) at the address indicated in the documentation shall be considered conclusive evidence of the necessity for said Additional Documents or Fees or corrections thereof.

**FAILURE TO DELIVER REPLACEMENT OF ADDITIONAL DOCUMENTS OR FEES MAY CONSTITUTE DEFAULT:** Borrower(s)'s failure or refusal to comply with the terms of the Lender's request may, at Lender's election, constitute a default under the note and/or mortgage/deed of trust and give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

**BORROWER LIABILITY:** If Borrower(s) fails or refuses to execute, acknowledge, initial and deliver the Replacement Documents or provide the Additional Documents or Fees to Lender more than ten (10) days after being requested to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agree(s) to be liable for any and all loss or damage which Lender sustains thereby including but not limited to all attorney's fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).

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Signature

Date

**John Doe**

*[Sign Originals Only]*

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**Document Correction Agreement**

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## **Error and Omissions / Compliance Agreement**

**Loan # 132456789**

The undersigned borrower(s) for and in consideration of the above-referenced Lender this date 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 document 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, Department of Veterans Affairs or the Federal Agricultural Mortgage Corporation (FAMC).

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.

DATED effective this **Second** day of **March, 2013**.

\_\_\_\_\_  
Signature Date  
**John Doe**

*[Sign Originals Only]*

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **John Doe**.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Lender: **ABC Bank**  
Lender Address: **2310 W Interstate 20, 100, Augusta, ME 04332**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

**Fair Credit Reporting Act Notice**  
**(Prior to Furnishing Negative Information to**  
**Nationwide Consumer Reporting Agency)**

**Loan # 132456789**

Pursuant to the Fair Credit Reporting Act and Regulation V, we are required to provide you with the following information:

We may report information about your loan and/or account to credit bureaus. Late payments, missed payments, or other defaults on your loan and/or account may be reflected in your credit report.

**ACKNOWLEDGMENT**

I/We have read the above statement and acknowledge receiving a copy by signing and dating below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**John Doe**

*[Sign Originals Only]*

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, ME 04332**

## Mineral Rights Acknowledgment

**Loan # 132456789**

Words used in this Acknowledgment are defined below. Words in the singular mean and include the plural and vice versa.

“**Borrower**” is **John Doe**

“**Lender**” is **ABC Bank**, and its successors or assigns.

“**Loan**” means the debt evidenced by the Note and all sums due under the Security Instrument.

“**Note**” means the promissory note(s) dated **March 2, 2013**, signed by Borrower in favor of Lender.

“**Property**” means the property commonly known as **1234 Main Avenue, Augusta, Maine 04332**.

“**Security Instrument**” means the deed of trust/mortgage/security deed/security instrument signed by Borrower in favor of Lender, securing payment of the Note.

Borrower understands that the Property may be subject to mineral development rights held by others and the exercise of those rights could result in a taking of or damage to some or all of the Property. Borrower further understands that the party desiring to exercise its mineral development rights may be liable to Borrower and Lender for reimbursement for exercising such mineral development rights.

The Reimbursement may be considered “Miscellaneous Proceeds” under the Security Instrument.

Borrower hereby acknowledges that Borrower has read this Acknowledgment and fully understands its terms and implications and Borrower is executing it the same day as the Note and Security Instrument, as a material inducement to Lender to make this Loan.

\_\_\_\_\_  
Signature Date  
**John Doe**

*[Sign Originals Only]*

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## No Undisclosed Debt Affidavit

Loan # 132456789

**I/We the undersigned Borrower(s) for and in consideration of the above referenced Lender attest that, since the date of my/our original loan application:**

1. I/we have not incurred any additional debt obligations and all debt information stated on the original loan application is the only debt I/we have and the credit balances and payments have not increased.

2. The status of my/our employment has not changed; all employment information stated on the original loan application remains true and accurate; and I/we have not received any notifications from my/our employer(s) indicating a change in my/our employment and/or income status.

*It is illegal for a person to knowingly withhold debt obligation information regarding a credit application to a financial institution. Withholding such information is bank fraud. Bank fraud is investigated by the Federal Bureau of Investigation (FBI) and is punishable by fines of up to \$1,000,000, or up to 30 years in federal prison, or both.*

DATED effective this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature Date  
**John Doe**

*[Sign Originals Only]*

SUBSCRIBED AND SWORN TO BEFORE ME on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **John Doe**.

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Lender: **ABC Bank**  
Borrower: **John Doe**  
Property: **1234 Main Avenue, Augusta, Maine 04332**

## Notice of No Oral Agreements

Loan # 132456789

**THE 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 ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice:** The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice.

### Acknowledgment of Receipt

I hereby acknowledge receipt of this Notice of No Oral Agreements and further acknowledge that I understand its provisions. Words used in this Notice of No Oral Agreements mean and include the plural and vice versa.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**John Doe**

*[Sign Originals Only]*

Settlement Agent:

Please complete Social Security Number(s) in LINES 1b, 2b (if applicable) and Previous Address in Line 4 (if applicable and not present) for all 4506-T to follow.

Thank you.

# Request for Transcript of Tax Return

Department of the Treasury  
Internal Revenue Service

• **Request may be rejected if the form is incomplete or illegible.**

**TIP:** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first. <b>John Doe</b>	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions) <b>John Doe - 1234 Main Avenue, Augusta, ME 04332</b>	
<b>4</b> Previous address shown on the last return filed if different from line 3 (See instructions)	
<b>5</b> If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. <b>ABC Bank Its Successors and/or Assigns, 2310 W Interstate 20, 100, Augusta, ME 04332</b>	

**Caution:** If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

**6 Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. •

- a Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days .....
- b Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days .....
- c Record of Account**, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days .....
- 7 Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15<sup>th</sup>. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days .....
- 8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days .....

**Caution:** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

**9 Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identify theft** on your federal tax return .....

**Caution.** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

	Telephone number of taxpayer on line 1a or 2a (    )
Signature (see instructions)	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	
Spouse's signature	Date

**Sign Here**

Section references are to the Internal Revenue Code unless otherwise noted.

## What's New

The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form 4506-T at [www.irs.gov/form4506](http://www.irs.gov/form4506). Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

## General Instructions

**CAUTION:** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending with the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note.** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

**Automated transcript request:** You can quickly request transcripts by using our automated self-help-service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Order a Transcript" or call 1-800-908-9946.

## Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301  512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888  559-456-5876
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999  816-292-6102

Carolina, Vermont, Virginia, West Virginia

## Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409  801-620-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250  859-669-3592

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note.** If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3)

any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Products Coordinating Committee  
SE:W:CAR:MP:T:T:SP  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 37667N  
Form 4506-T (Rev. 1-2012)

Settlement Agent:

Please complete Social Security Number(s) on each W-9 attached.

Thank you.



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>John Doe</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>1234 Main Avenue</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Augusta, ME 04332</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# SERVICING DISCLOSURE STATEMENT

Loan # 132456789

Date: 03/02/2013

Applicant(s): John Doe

Lender: ABC Bank

2310 W Interstate 20, 100

Augusta, ME 04332

Property: 1234 Main Avenue, Augusta, ME 04332

## NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

## SERVICING TRANSFER INFORMATION

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

- A.  We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
- OR**
- B.  We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- OR**
- C.  The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

## ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of this Servicing Disclosure Statement and further acknowledge that I understand its provisions. Words used in this Servicing Disclosure Statement mean and include the plural and vice versa.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**John Doe**

**LAST PAGE  
OF THE PACKAGE**