

Lender: ABC Bank  
Borrower: Benjamin Franklin and wife, Deborah Franklin  
Property: 1111 Church Road, Keller, Texas 76248  
Order Number: 201210310171

**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:

**Please review for accuracy and completion.**

**Thank you.**

To Settlement Agent:  
**Busy Bee Title**  
**111 Oak Drive**  
**Arlington, TX 76017**  
Attn: **Jane Doe**  
Phone No.: **(817) 555-7979**  
Fax No.:  
Email: **janedoe@something.com**

From Lender:  
**ABC Bank**  
**2310 W Interstate 20, 100**  
**Arlington, TX 76017**  
Attn: **Ambra Costner**  
Phone No.: **(817) 461-5500**  
Fax No.:  
Email: **ambra@ppdocs.com**

## Loan Closing Instructions

### SECTION I. LOAN INFORMATION

Borrower(s): **Benjamin Franklin and Deborah Franklin**  
Property Address: **1111 Church Road, Keller, TX 76248**  
Loan Amount: **\$1,170,000.00**  
Loan Type: **First Lien-Conventional-Modification**

Loan # **123456**  
GF No:  
Order Number: **201210310171**  
Invoice Number: **2-10-04565**

Closing Date: **October 31, 2012**  
Document Exp. Date: **December 29, 2012**  
First Payment Date: **December 1, 2012**  
Final Payment Date: **November 1, 2012**

### 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             |                |
|---|----------------|
| 101. Contract sales price                       |                |
| 102. Personal Property                          |                |
| 103. Settlement charges to Borrower (line 1400) | \$3,425.29     |
| 104. Loan payoff                                | \$1,170,000.00 |
| 105.  |                |
| 106. City/town taxes to                         |                |
| 107. County taxes to                            |                |
| 108. Assessments to                             |                |
| 109.  |                |
| 110.  |                |
| 111.  |                |
| 112.  |                |
| 120. Gross Amount Due From Borrower             | \$1,173,425.29 |
| 200. Amounts Paid by or in Behalf of Borrower   |                |
| 201. Deposit or earnest money                   |                |
| 202. Principal amount of new loan(s)            | \$1,170,000.00 |
| 203. Existing loan(s) taken subject to          |                |
| 204.  |                |
| 205.  |                |
| 206.  |                |
| 207.  |                |
| 208.  |                |
| 209.  |                |
| 210. City/town taxes to                         |                |
| 211. County taxes to                            |                |
| 212. Assessments to                             |                |
| 213.  |                |

| 400. Gross Amount Due to Seller               |  |
|---|--|
| 401. Contract sales price                     |  |
| 402. Personal property                        |  |
| 403.  |  |
| 404.  |  |
| 405.  |  |
| 406. City/town taxes to                       |  |
| 407. County taxes to                          |  |
| 408. Assessments to                           |  |
| 409.  |  |
| 410.  |  |
| 411.  |  |
| 412.  |  |
| 420. Gross Amount Due To Seller               |  |
| 500. Reductions in Amount Due to Seller       |  |
| 501. Excess deposit (see instructions)        |  |
| 502. Settlement charges to seller (line 1400) |  |
| 503. Existing loan(s) taken subject to        |  |
| 504. Payoff of first mortgage loan            |  |
| 505. Payoff of second mortgage loan           |  |
| 506.  |  |
| 507.  |  |
| 508.  |  |
| 509.  |  |
| 510. City/town taxes to                       |  |
| 511. County taxes to                          |  |
| 512. Assessments to                           |  |
| 513.  |  |

Loan Closing Instructions

|   |                  |
|---|------------------|
| 214.  |                  |
| 215.  |                  |
| 216.  |                  |
| 217.  |                  |
| 218.  |                  |
| 219.  |                  |
| <b>300. Case at Settlement from/to Borrower</b>   |                  |
| 301. Gross amount due from borrower (line 120)  | \$1,173,425.29   |
| 302. Less amounts paid by/for Borrower (line 220)                                       | (\$1,170,000.00) |
| 303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower | \$3,425.29       |

|   |        |
|---|--------|
| 514.  |        |
| 515.  |        |
| 516.  |        |
| 517.  |        |
| 518.  |        |
| 519.  |        |
| <b>600. Case at Settlement to/from Seller</b>   |        |
| 601. Gross amount due to Seller (line 420)  | \$0.00 |
| 602. Less reductions in amount due seller (line 520)                                  | \$0.00 |
| 603. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Seller | \$0.00 |

|   |                               |        |        |
|---|-------------------------------|--------|--------|
| <b>700. Total Real Estate Broker Fees</b>     |                               |        |        |
| 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   | \$200.00 (GFE #1) |          |
| 802.  | Credit or charge for interest rate                                       |                   |          |
| 803.  | Your adjusted origination charges  | (GFE A)           | \$200.00 |
| 804.  | Appraisal fee to Appraisal Group   | (GFE #3)          | \$475.00 |
| 805.  | Credit report  |                   |          |
| 806.  | Tax service  |                   |          |
| 807.  | Flood certification  |                   |          |
| 808.  | Document preparation to PeirsonPatterson, LLP \$200.00 (included in 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 10/31/2012 to 11/1/2012 @ \$144.2466 /day | (GFE #10) | \$144.25 |
| 902.   | Mortgage insurance premium for 0 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)   | \$2,556.04 |
| 1002.                                       | Homeowner's insurance 7 mo. @ \$163.63 per month | \$1,145.41 |            |
| 1003.                                       | Mortgage insurance                               |            |            |
| 1004.                                       | Property taxes                                   |            |            |
| 1005.                                       | County Property Tax 2 mo. @ \$1,114.40 per month | \$2,228.80 |            |
| 1006.                                       |  |            |            |
| 1007.                                       | Aggregate Escrow Adjustment                      | -\$818.17  |            |
| 1008.                                       |  |            |            |
| 1009.                                       |  |            |            |
| 1010.                                       |  |            |            |

|                            |  |  |  |
|----------------------------|--|--|--|
| <b>1100. Title Charges</b> |  |  |  |
| 1101.                      | Title services and lender's title insurance                |  |  |
| 1102.                      | Settlement or closing fee                                  |  |  |
| 1103.                      | Owner's title insurance                                    |  |  |
| 1104.                      | Lender's title insurance                                   |  |  |
| 1105.                      | Lender's title policy limit                                |  |  |
| 1106.                      | Owner's title policy limit                                 |  |  |
| 1107.                      | Agent's portion of the total title insurance premium       |  |  |
| 1108.                      | Underwriter's portion of the total title insurance premium |  |  |

#### Loan Closing Instructions

|       |  |  |
|-------|--|--|
| 1109. |  |  |
| 1110. |  |  |
| 1111. |  |  |
| 1112. |  |  |

| 1200. Government Recording and Transfer Charges |  |                  |          |  |
|---|--|------------------|----------|--|
| 1201.   | Government recording charges to County Recorder (GFE #7) |                  | \$50.00  |  |
| 1202.   | Deed   | Mortgage \$50.00 | Releases |  |
| 1203.   | Transfer Taxes   |                  |          |  |
| 1204.   | City/County tax/stamps                                   | Deed             | Mortgage |  |
| 1205.   | State tax/stamps   | Deed             | Mortgage |  |
| 1206.   |  |                  |          |  |

| 1300. Additional Settlement Charges |   |  |  |  |
|-------------------------------------|---|--|--|--|
| 1301.                               | Additional services that you can shop for |  |  |  |
| 1302.                               |   |  |  |  |
| 1303.                               |   |  |  |  |
| 1304.                               |   |  |  |  |
| 1305.                               |   |  |  |  |
| 1306.                               |   |  |  |  |
| 1307.                               |   |  |  |  |

| Comparison of Good Faith Estimate (GFE) and HUD-1 Charges            |                   |
|--|-------------------|
| Charges That Cannot Increase   | HUD-1 Line Number |
| Our origination charge   | # 801             |
| Your credit or charge (points) for the specific interest rate chosen | # 802             |
| Your adjusted origination charges                                    | # 803             |
| Transfer taxes   | # 1203            |

| Good Faith Estimate | HUD-1    |
|---------------------|----------|
| \$200.00            | \$200.00 |
| \$0.00              | \$0.00   |
| \$200.00            | \$200.00 |
| \$0.00              | \$0.00   |

| Charges That in Total Cannot Increase More Than 10% |        |
|---|--------|
| Government recording charges                        | # 1201 |
| Appraisal fee                                       | # 804  |

| Good Faith Estimate | HUD-1    |
|---------------------|----------|
| \$0.00              | \$50.00  |
| \$475.00            | \$475.00 |

| Total                                  |
|--|
| Increase between GFE and HUD-1 Charges |
| Maximum Increase Allowed               |
| Amount to Cure                         |

|          |            |
|----------|------------|
| \$475.00 | \$525.00   |
| \$50.00  | or 10.526% |
| \$47.50  | or 10.000% |
| \$2.50   | or 0.526%  |

| Charges That Can Change                 |                       |
|---|-----------------------|
| Initial deposit for your escrow account | # 1001                |
| Daily interest charges                  | # 901 \$144.2466 /day |
| Homeowner's insurance premium           | # 903                 |

| Good Faith Estimate | HUD-1      |
|---------------------|------------|
| \$46,465.30         | \$2,556.04 |
| \$877.50            | \$144.25   |
| \$0.00              | \$0.00     |

#### Loan Terms

|   |   |
|---|---|
| Your initial loan amount is   | \$1,170,000.00  |
| Your loan term is   | 30 years  |
| Your interest rate is   | 4.500%  |
| Your initial monthly amount owed for principal, interest, and any mortgage insurance is                               | \$5,928.22 includes:<br>X Principal<br>X Interest<br>___ Mortgage Insurance   |
| Can your interest rate rise?  | <input checked="" type="checkbox"/> No. ___ Yes, it can rise to a maximum of ____%. The first change will be on _____ and can change again every _____ after _____. Every change date, your interest rate can increase or decrease by ____%. Over the life of the loan, your interest rate is guaranteed to never be lower than ____% or higher than ____%. |
| Even if you make payments on time, can your loan balance rise?  | <input checked="" type="checkbox"/> No. ___ Yes, it can rise to a maximum of \$_____  |
| Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise? | <input checked="" type="checkbox"/> No. ___ Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum amount it can ever rise to is \$_____.   |
| Does your loan have a prepayment penalty?   | <input checked="" type="checkbox"/> No. ___ Yes, your maximum prepayment penalty is \$_____.  |

#### Loan Closing Instructions

|   |   |  |   |  |                                |                                |                                |
|---|---|--|---|--|--------------------------------|--------------------------------|--------------------------------|
| Does your loan have a balloon payment?                      | <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$_____ due in _____ years on _____   |  |   |  |                                |                                |                                |
| Total monthly amount owed including escrow account payments | <p><input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself.</p> <p><input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$1,278.03 that results in a total initial monthly amount owed of \$ 7,206.25. This includes principal, interest, any mortgage insurance and any items checked below:</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> Property taxes</td> <td><input checked="" type="checkbox"/> Homeowner's insurance</td> </tr> <tr> <td><input type="checkbox"/> Flood insurance</td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td><input type="checkbox"/> _____</td> <td><input type="checkbox"/> _____</td> </tr> </table> | <input checked="" type="checkbox"/> Property taxes | <input checked="" type="checkbox"/> Homeowner's insurance | <input type="checkbox"/> Flood insurance | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> Property taxes          | <input checked="" type="checkbox"/> Homeowner's insurance   |  |   |  |                                |                                |                                |
| <input type="checkbox"/> Flood insurance                    | <input type="checkbox"/> _____  |  |   |  |                                |                                |                                |
| <input type="checkbox"/> _____                              | <input type="checkbox"/> _____  |  |   |  |                                |                                |                                |

| Itemization of Our Origination Fee (Line 801)     |          |
|---|----------|
| Attorney fee for docprep to PeirsonPatterson, LLP | \$200.00 |

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

Per Diem Interest is **144.2466** per day. Collect per diem interest from the date of funding (including date of funding) to **11/1/2012**. 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.

### 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

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

HUD-1 Settlement Statement (RESPA 2010) 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.

HUD-1 Settlement Statement Addendum (RESPA 2010) 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.

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.

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.

Loan Modification Agreement (Providing for Fixed Interest Rate) Borrower(s) to fully execute original. Obtain acknowledgement(s) and file original. After recording, return original and one (1) certified copy to Lender. Give Borrower(s) one (1) copy each.

Renewal And Extension Addendum To Modification Agreement Attach the rider to original Security Instrument (Mortgage / Deed of Trust) and file of record. Borrower(s) must sign. Return one (1) certified copy.

1st Payment Letter & Mailing Add Cert/Coupons 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.

Attorney Rep Notice All indicated Parties must sign. Return original to Lender. Give each Party 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.

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.

Name Affidavit - Borrower 1 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.

#### Loan Closing Instructions

Name Affidavit - Borrower 2 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.

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

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

4506-T Cover Sheet

Form 4506-T Request for Transcript LINES 1b, 2b, 6 - 9 MUST BE COMPLETED. \*\*\* COMPLETE LINE 4 (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.

Request for Taxpayer Identification Number and Certification - Borrower 2 Each Borrower must complete and sign a separate W-9. Return Original(s) to Lender.

#### SECTION IV. ADDITIONAL REQUIREMENTS

**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.**
- **No new Mortgagee Title Policy required.**

#### 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 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.

SUBJECT TO ANY LIMITATIONS IMPOSED BY PROCEDURAL RULE P-35 OF THE BASIC MANUAL OF TITLE INSURANCE IN THE STATE OF TEXAS, THE UNDERSIGNED AS AUTHORIZED AGENT FOR SETTLEMENT AGENT HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES TO FOLLOW ALL THE TERMS AND REQUIREMENTS CONTAINED IN THESE CLOSING INSTRUCTIONS, AND THE REVISED COMMITMENT FOR TITLE INSURANCE ISSUED FOR THIS LOAN WHICH ARE INCORPORATED HEREIN BY REFERENCE PRIOR TO THE REQUEST FOR LOAN FUNDING, UNLESS OTHERWISE AUTHORIZED HEREIN. THIS ACKNOWLEDGEMENT DOES NOT OTHERWISE IMPLY A CERTIFICATION OR GUARANTY OF FACT, INSURANCE COVERAGE OR CONCLUSION OF LAW.

**Busy Bee Title**

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

**Settlement Agent Signature**

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

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#### Loan Closing Instructions



# A. Settlement Statement (HUD-1)

## B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins.  
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number:

7. Loan Number:

Loan # 123456

8. Mortgage Insurance Case Number:

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name &amp; Address of Borrower:

**Benjamin Franklin and wife, Deborah Franklin**  
1111 Church Road  
Keller, TX 76248

E. Name &amp; Address of Seller:

F. Name &amp; Address of Lender:

**ABC Bank**  
2310 W Interstate 20, 100  
Arlington, TX 76017

G. Property Location:

1111 Church Road  
Keller, TX 76248

H. Settlement Agent:

**Busy Bee Title**  
111 Oak Drive  
Arlington, TX 76017  
Place of Settlement:  
111 Oak Drive  
Arlington, TX 76017  
(817) 555-7979

I. Settlement Date:

October 31, 2012

Disbursement Date:

October 31, 2012

## J. Summary of Borrower's Transaction

|  |                  |
|--|------------------|
| <b>100. Gross Amount Due from Borrower</b>   |                  |
| 101. Contract sales price  |                  |
| 102. Personal property   |                  |
| 103. Settlement charges to borrower (line 1400)  | 3,425.29         |
| 104. Loan payoff   | 1,170,000.00     |
| 105.   |                  |
| <b>Adjustment for items paid by seller in advance</b>  |                  |
| 106. City/town taxes to  |                  |
| 107. County taxes to   |                  |
| 108. Assessments to  |                  |
| 109.   |                  |
| 110.   |                  |
| 111.   |                  |
| 112.   |                  |
| <b>120. Gross Amount Due from Borrower</b>   | 1,173,425.29     |
| <b>200. Amounts Paid by or in Behalf of Borrower</b>   |                  |
| 201. Deposit or earnest money  |                  |
| 202. Principal amount of new loan(s)   | 1,170,000.00     |
| 203. Existing loan(s) taken subject to   |                  |
| 204.   |                  |
| 205.   |                  |
| 206.   |                  |
| 207.   |                  |
| 208.   |                  |
| 209.   |                  |
| <b>Adjustments for items unpaid by seller</b>  |                  |
| 210. City/town taxes to  |                  |
| 211. County taxes to   |                  |
| 212. Assessments to  |                  |
| 213.   |                  |
| 214.   |                  |
| 215.   |                  |
| 216.   |                  |
| 217.   |                  |
| 218.   |                  |
| 219.   |                  |
| <b>220. Total Paid by/for Seller</b>   | 1,170,000.00     |
| <b>300. Cash at Settlement from/to Borrower</b>  |                  |
| 301. Gross amount due from borrower (line 120)   | 1,173,425.29     |
| 302. Less amounts paid by/for borrower (line 220)  | ( 1,170,000.00 ) |
| <b>303. Cash</b> <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower | 3,425.29         |

## K. Summary of Seller's Transaction

|  |          |
|--|----------|
| <b>400. Gross Amount Due to Seller</b>   |          |
| 401. Contract sales price  |          |
| 402. Personal property   |          |
| 403.   |          |
| 404.   |          |
| 405.   |          |
| <b>Adjustments for items paid by seller in advance</b>                                       |          |
| 406. City/town taxes to  |          |
| 407. County taxes to   |          |
| 408. Assessments to  |          |
| 409.   |          |
| 410.   |          |
| 411.   |          |
| 412.   |          |
| <b>420. Gross Amount Due to Seller</b>   | 0.00     |
| <b>500. Reductions In Amount Due to Seller</b>   |          |
| 501. Excess deposit (see instructions)   |          |
| 502. Settlement charges to seller (line 1400)  |          |
| 503. Existing loan(s) taken subject to   |          |
| 504. Payoff of first mortgage loan   |          |
| 505. Payoff of second mortgage loan  |          |
| 506.   |          |
| 507.   |          |
| 508.   |          |
| 509.   |          |
| <b>Adjustments for items unpaid by seller</b>  |          |
| 510. City/town taxes to  |          |
| 511. County taxes to   |          |
| 512. Assessments to  |          |
| 513.   |          |
| 514.   |          |
| 515.   |          |
| 516.   |          |
| 517.   |          |
| 518.   |          |
| 519.   |          |
| <b>520. Total Reduction Amount Due Seller</b>  | 0.00     |
| <b>600. Cash at Settlement to/from Seller</b>  |          |
| 601. Gross amount due to seller (line 420)   | 0.00     |
| 602. Less reductions in amount due seller (line 520)   | ( 0.00 ) |
| <b>603. Cash</b> <input type="checkbox"/> To <input checked="" type="checkbox"/> From Seller | 0.00     |

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

| L. Settlement Charges  |                            |               |   |   |
|--|----------------------------|---------------|---|---|
| <b>700. Total Real Estate Broker Fees</b>  |                            |               | Paid From<br>Borrower's<br>Funds at<br>Settlement | Paid From<br>Seller's<br>Funds at<br>Settlement |
| Division of commission (line 700) as follows:  |                            |               |   |   |
| 701. \$  | to                         |               |   |   |
| 702. \$  | to                         |               |   |   |
| 703. Commission paid at settlement   |                            |               |   |   |
| 704.   |                            |               |   |   |
| <b>800. Items Payable in Connection with Loan</b>  |                            |               |   |   |
| 801. Our origination charge  | \$ 200.00                  | (from GFE #1) |   |   |
| 802. Your credit or charge (points) for the specific interest rate chosen                | \$ 0.00                    | (from GFE #2) |   |   |
| 803. Your adjusted origination charges   |                            | (from GFE A)  | 200.00  |   |
| 804. Appraisal fee to Appraisal Group  |                            | (from GFE #3) | 475.00  |   |
| 805. Credit report to  |                            | (from GFE #3) |   |   |
| 806. Tax service to  |                            | (from GFE #3) |   |   |
| 807. Flood certification to  |                            | (from GFE #3) |   |   |
| 808. Document preparation to PeirsonPatterson, LLP                                       | \$200.00 (included in 801) | (GFE #1)      |   |   |
| 809.   | to                         |               |   |   |
| 810.   | to                         |               |   |   |
| 811.   | to                         |               |   |   |
| 812.   | to                         |               |   |   |
| 813.   | to                         |               |   |   |
| 814.   | to                         |               |   |   |
| <b>900. Items Required by Lender to Be Paid in Advance</b>                               |                            |               |   |   |
| 901. Daily interest charges from 10/31/12 to 11/01/12 @ \$ 144.2466 /day                 | (from GFE #10)             | 144.25        |   |   |
| 902. Mortgage insurance premium for 0 months to  | (from GFE #3)              |               |   |   |
| 903. Homeowner's insurance for years to  | (from GFE #11)             |               |   |   |
| 904.   | to                         |               |   |   |
| 905.   | to                         |               |   |   |
| 906.   | to                         |               |   |   |
| <b>1000. Reserves Deposited with Lender</b>  |                            |               |   |   |
| 1001. Initial deposit for your escrow account  |                            | (from GFE #9) | 2,556.04  |   |
| 1002. Homeowner's insurance 7 mo. @ \$163.63 per month                                   |                            | \$1,145.41    |   |   |
| 1003. Mortgage insurance   |                            |               |   |   |
| 1004. Property taxes   |                            |               |   |   |
| 1005. County Property Tax 2 mo. @ \$1,114.40 per month                                   |                            | \$2,228.80    |   |   |
| 1006.  |                            |               |   |   |
| 1007. Aggregate Escrow Adjustment  |                            | (\$818.17)    |   |   |
| 1008.  |                            |               |   |   |
| 1009.  |                            |               |   |   |
| 1010.  |                            |               |   |   |
| <b>1100. Title Charges</b>   |                            |               |   |   |
| 1101. Title services and lender's title insurance  |                            | (from GFE #4) |   |   |
| 1102. Settlement or closing fee  | \$                         |               |   |   |
| 1103. Owner's title insurance  |                            | (from GFE #5) |   |   |
| 1104. Lender's title insurance   | \$                         |               |   |   |
| 1105. Lender's title policy limit \$   |                            |               |   |   |
| 1106. Owner's title policy limit \$  |                            |               |   |   |
| 1107. Agent's portion of the total title insurance premium                               | \$                         |               |   |   |
| 1108. Underwriter's portion of the total title insurance premium                         | \$                         |               |   |   |
| 1109.  | to                         | \$            |   |   |
| 1110.  | to                         | \$            |   |   |
| 1111.  | to                         | \$            |   |   |
| 1112.  | to                         | \$            |   |   |
| <b>1200. Government Recording and Transfer Charges</b>                                   |                            |               |   |   |
| 1201. Government recording charges to County Recorder                                    |                            | (from GFE #7) | 50.00   |   |
| 1202. Deed \$ Mortgage \$ 50.00 Releases \$  |                            |               |   |   |
| 1203. Transfer taxes to  |                            | (from GFE #8) |   |   |
| 1204. City/County tax/stamps Deed \$ Mortgage \$   |                            |               |   |   |
| 1205. State tax/stamps Deed \$ Mortgage \$   |                            |               |   |   |
| 1206.  | to                         | \$            |   |   |
| <b>1300. Additional Settlement Charges</b>   |                            |               |   |   |
| 1301. Required services that you can shop for  |                            | (from GFE #6) |   |   |
| 1302.  | to                         | \$            |   |   |
| 1303.  | to                         | \$            |   |   |
| 1304.  | to                         | \$            |   |   |
| 1305.  | to                         | \$            |   |   |
| 1306.  | to                         | \$            |   |   |
| 1307.  | to                         | \$            |   |   |
| <b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b> |                            |               | <b>3,425.29</b>                                   | <b>0.00</b>                                     |

\*Paid outside of closing B = Borrower S = Seller L = Lender O = Other



| Comparison of Good Faith Estimate (GFE) and HUD-1 Charges            |                   |
|--|-------------------|
| Charges That Cannot Increase   | HUD-1 Line Number |
| Our origination charge   | # 801             |
| Your credit or charge (points) for the specific interest rate chosen | # 802             |
| Your adjusted origination charges                                    | # 803             |
| Transfer taxes   | # 1203            |

| Charges That in Total Cannot Increase More Than 10% |        |
|---|--------|
| Government recording charges                        | # 1201 |
| Appraisal fee                                       | # 804  |
|   | #      |
|   | #      |
|   | #      |
|   | #      |
|   | #      |
|   | #      |

| Total                                  |
|--|
| Increase between GFE and HUD-1 Charges |

| Charges That Can Change                 |                         |
|---|-------------------------|
| Initial deposit for your escrow account | # 1001                  |
| Daily interest charges                  | # 901 : \$144.2466/ Day |
| Homeowner's insurance premium           | # 903                   |
|   | #                       |
|   | #                       |
|   | #                       |

| Good Faith Estimate | HUD-1  |
|---------------------|--------|
|                     |        |
| 200.00              | 200.00 |
| 0.00                | 0.00   |
| 200.00              | 200.00 |
| 0.00                | 0.00   |

| Good Faith Estimate | HUD-1    |
|---------------------|----------|
| \$0.00              | \$50.00  |
| \$475.00            | \$475.00 |
|                     |          |
|                     |          |
|                     |          |
|                     |          |
|                     |          |
|                     |          |

|             |          |
|-------------|----------|
| 475.00      | 525.00   |
| \$ 50.00 or | 10.526 % |

| Good Faith Estimate | HUD-1      |
|---------------------|------------|
| \$46,465.30         | \$2,556.04 |
| \$877.50            | \$144.25   |
| \$0.00              | \$0.00     |
|                     |            |
|                     |            |
|                     |            |

## Loan Terms

|   |  |
|---|--|
| Your initial loan amount is   | \$ 1,170,000.00  |
| Your loan term is years   | 30 years   |
| Your initial interest rate is   | 4.500 %  |
| Your initial monthly amount owed for principal, interest, and any mortgage insurance is                               | \$ 5,928.22 includes<br><input checked="" type="checkbox"/> Principal<br><input checked="" type="checkbox"/> Interest<br><input type="checkbox"/> Mortgage Insurance   |
| Can your interest rate rise?  | <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of %.<br>The first change will be on and can change again every after<br>Every change date, your interest rate can increase or decrease by %.<br>Over the life of the loan, your interest rate is guaranteed to never be <b>lower</b> than %<br>or <b>higher</b> than %.  |
| Even if you make payments on time, can your loan balance rise?  | <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$   |
| Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise? | <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$<br>The maximum it can ever rise to is \$   |
| Does your loan have a prepayment penalty?   | <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$  |
| Does your loan have a balloon payment?  | <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on   |
| Total monthly amount owed including escrow account payments   | <input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself.<br><input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 1,278.03 that results in a total initial monthly amount owed of \$ 7,206.25. This includes principal, interest, any mortgage insurance and any items checked below:<br><input checked="" type="checkbox"/> Property taxes <input checked="" type="checkbox"/> Homeowner's insurance<br><input type="checkbox"/> Flood insurance <input type="checkbox"/><br><input type="checkbox"/> |

**Note:** If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.



## A. Settlement Statement (HUD-1) Addendum

### B. Type of Loan

|   |  |  |                 |  |                                    |
|---|--|--|-----------------|--|------------------------------------|
| 1. <input type="checkbox"/> FHA   | 2. <input type="checkbox"/> RHS        | 3. <input checked="" type="checkbox"/> Conv. Unins.  | 6. File Number: | 7. Loan Number:<br>Loan # 123456   | 8. Mortgage Insurance Case Number: |
| 4. <input type="checkbox"/> VA  | 5. <input type="checkbox"/> Conv. Ins. |  |                 |  |                                    |
| <b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. |  |  |                 |  |                                    |
| D. Name & Address of Borrower:<br>Benjamin Franklin and wife, Deborah Franklin<br>1111 Church Road<br>Keller, TX 76248  |  | E. Name & Address of Seller:<br>,  |                 | F. Name & Address of Lender:<br>ABC Bank<br>2310 W Interstate 20, 100<br>Arlington, TX 76017 |                                    |
| G. Property Location:<br>1111 Church Road<br>Keller, TX 76248   |  | H. Settlement Agent:<br>Busy Bee Title<br>Place of Settlement:<br>111 Oak Drive<br>Arlington, TX 76017 |                 | I. Settlement Date:<br>October 31, 2012  |                                    |

### Itemization of Our Origination Fee (Line 801)

|   |          |
|---|----------|
| Attorney fee for docprep to PeirsonPatterson, LLP | \$200.00 |
|---|----------|

I have carefully reviewed 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.

Borrowers

Sellers

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**Benjamin Franklin**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**Deborah Franklin**

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 \_\_\_\_\_

**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.

# CALCULATION OF AGGREGATE ESCROW ACCOUNT

|  |  |
|--|--|
| Borrower(s) Name and Address:<br><b>Benjamin Franklin and Deborah Franklin</b><br><br><b>1111 Church Road</b><br><b>Keller, TX 76248</b> | Lender/Servicer Name and Address<br><b>ABC Bank</b><br><b>2310 W Interstate 20, 100, Arlington, TX 76017</b><br><br><b>Phone: (817) 461-5500</b> |
| <b>Loan # 123456</b>   | <b>Mortgage Insurance/Case Number</b>  |

## 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        | 7              | 163.63           | 1,145.41      |
| 1005        | County Property Tax          | 2              | 1,114.40         | 2,228.80      |
|             | Aggregate reserve adjustment |                |                  | (818.17)      |
|             | Total escrow required        |                |                  | 2,556.04      |

## Initial Escrow Account Disclosures

| MONTH   | PAYMENTS TO ESCROW ACCT | PAYMENTS FROM ESCROW ACCT | DESCRIPTION           | ESCROW ACCT. BALANCE |
|---|-------------------------|---------------------------|-----------------------|----------------------|
| <b>Escrow Computation Year Beginning Balance:</b> |                         |                           |                       | 2,556.04             |
| Dec 2012  | 1,278.03                | 0.00                      |                       | 3,834.07             |
| Jan 2013  | 1,278.03                | 0.00                      |                       | 5,112.10             |
| Feb 2013  | 1,278.03                | 0.00                      |                       | 6,390.13             |
| Mar 2013  | 1,278.03                | 0.00                      |                       | 7,668.16             |
| Apr 2013  | 1,278.03                | 0.00                      |                       | 8,946.19             |
| May 2013  | 1,278.03                | 0.00                      |                       | 10,224.22            |
| Jun 2013  | 1,278.03                | 1,963.53                  | Homeowner's insurance | 9,538.72             |
| Jul 2013  | 1,278.03                | 0.00                      |                       | 10,816.75            |
| Aug 2013  | 1,278.03                | 0.00                      |                       | 12,094.78            |
| Sep 2013  | 1,278.03                | 0.00                      |                       | 13,372.81            |
| Oct 2013  | 1,278.03                | 0.00                      |                       | 14,650.84            |
| Nov 2013  | 1,278.03                | 13,372.81                 | County Property Tax   | 2,556.06             |

|                |                   |            |                    |                     |            |
|----------------|-------------------|------------|--------------------|---------------------|------------|
| Escrow Cushion | For Mtg Insurance | 0 Mo.      | Payments Beginning | Amount Owed         | \$5,928.22 |
|                | For Other Items   | 2 Mo.      | 12/01/2012         | Escrow Payment      | \$1,278.03 |
|                | Cushion Amount    | \$2,556.06 |                    | taxes and insurance | \$0.00     |
|                |                   |            |                    | Total Payment       | \$7,206.25 |

Aggregate Escrow Account Entry

**INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT**

|   |   |
|---|---|
| Borrower(s) Name and Address<br><b>Benjamin Franklin and Deborah Franklin</b><br><br><b>1111 Church Road</b><br><b>Keller, TX 76248</b> | Lender/Service Name and Address<br><b>ABC Bank</b><br><b>2310 W Interstate 20, 100, Arlington, TX 76017</b><br><br><b>Phone: (817) 461-5500</b> |
| <b>Loan # 123456</b>  | <b>Mortgage Insurance/Case Number</b>   |

Your first payment is due December, 1 2012 and will be \$7,206.25, of which \$5,928.22 will be for the amount owed, and \$1,278.03 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.

| <b>MONTH</b>                                      | <b>PAYMENTS TO<br/>ESCROW ACCT</b> | <b>PAYMENTS FROM<br/>ESCROW ACCT</b> | <b>DESCRIPTION</b>    | <b>ESCROW<br/>ACCT.<br/>BALANCE</b> |
|---|------------------------------------|--------------------------------------|-----------------------|-------------------------------------|
| <b>Escrow Computation Year Beginning Balance:</b> |                                    |                                      |                       | <b>2,556.04</b>                     |
| Dec 2012  | 1,278.03                           | 0.00                                 |                       | 3,834.07                            |
| Jan 2013  | 1,278.03                           | 0.00                                 |                       | 5,112.10                            |
| Feb 2013  | 1,278.03                           | 0.00                                 |                       | 6,390.13                            |
| Mar 2013  | 1,278.03                           | 0.00                                 |                       | 7,668.16                            |
| Apr 2013  | 1,278.03                           | 0.00                                 |                       | 8,946.19                            |
| May 2013  | 1,278.03                           | 0.00                                 |                       | 10,224.22                           |
| Jun 2013  | 1,278.03                           | 1,963.53                             | Homeowner's insurance | 9,538.72                            |
| Jul 2013  | 1,278.03                           | 0.00                                 |                       | 10,816.75                           |
| Aug 2013  | 1,278.03                           | 0.00                                 |                       | 12,094.78                           |
| Sep 2013  | 1,278.03                           | 0.00                                 |                       | 13,372.81                           |
| Oct 2013  | 1,278.03                           | 0.00                                 |                       | 14,650.84                           |
| Nov 2013  | 1,278.03                           | 13,372.81                            | County Property Tax   | 2,556.06                            |

(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: \$2,556.06

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

\_\_\_\_\_  
Signature  
**Benjamin Franklin**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
**Deborah Franklin**

\_\_\_\_\_  
Date

*[Sign Originals Only]*

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

Version: 01/30/2011

**Loan Officer:** na

**CREDITOR:**

ABC Bank  
2310 W Interstate 20, 100  
Arlington, TX 76017

**Loan Number:**

123456

**BORROWER(S):**

Benjamin Franklin and Deborah Franklin

**Closing Date:**

10/31/2012

**MAILING ADDRESS:**

1111 Church Road, Keller, TX 76248

**Type of Loan:**

Conv

**PROPERTY ADDRESS:**

1111 Church Road, Keller, TX 76248

| <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>4.5015%</b>                           | <b>\$964,502.10</b>                        | <b>\$1,169,655.75</b>                               | <b>\$2,134,157.85</b>   |

**INTEREST RATE AND PAYMENT SUMMARY**

|                                   | <b>Rate &amp; Monthly Payment</b> |
|-----------------------------------|-----------------------------------|
| Interest Rate                     | 4.500%                            |
| Principal + Interest Payment      | \$5,928.22                        |
| Est. Taxes + Insurance (Escrow)   | \$1,278.03                        |
| <b>Total Est. Monthly Payment</b> | <b>\$7,206.25</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:  
1111 Church Road, Keller, TX 76248

**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:** \$50.00(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.

(e) means an estimate

**I/We have received these disclosures**

Signature

Date

**Benjamin Franklin**

Signature

Date

**Deborah Franklin**

*[Sign Originals Only]*

## APR & FINANCE CHARGE SUMMARY

**Lender:**  
**ABC Bank**  
**2310 W Interstate 20, 100**  
**Arlington, TX 76017**

**Borrower(s):** Benjamin Franklin and Deborah Franklin

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

**Closing:** 10/31/2012  
**Funding:** 10/31/2012  
**Loan Amount:** \$1,170,000.00  
**Loan Term:** 360  
**Note Rate:** 4.500%  
**Type of Loan:** Conventional  
**1st Payment:** 12/1/2012  
**Loan #** 123456  
**Loan Officer:** na

| Annual Percentage Rate | Finance Charge (1) | Amount Financed (2) | Total of Payments (3) | Total Sales Price (4) |
|------------------------|--------------------|---------------------|-----------------------|-----------------------|
| 4.5015%                | \$964,502.10       | \$1,169,655.75      | \$2,134,157.85        |                       |

|   |                     |
|---|---------------------|
| <b>1. Finance Charges:</b>                  |                     |
| Daily interest charges                      | 144.25              |
| Attorney fee for docprep                    | 200.00              |
| Total Prepaid Finance Charges               | 344.25              |
| Plus Interest for life of loan              | 964,157.85          |
| <b>TOTAL FINANCE CHARGE</b>                 | <b>964,502.10</b>   |
| <b>2. Calculation of Amount Financed:</b>   |                     |
| Total Loan Amount                           | 1,170,000.00        |
| Less Prepaid Finance Charges                | 344.25              |
| <b>TOTAL AMOUNT FINANCED</b>                | <b>1,169,655.75</b> |
| <b>3. Calculation of Total of Payments:</b> |                     |
| Finance Charge                              | 964,502.10          |
| Plus Amount Financed                        | 1,169,655.75        |
| <b>TOTAL OF PAYMENTS</b>                    | <b>2,134,157.85</b> |
| <b>4. Calculation of Total Sales Price:</b> |                     |
| N/A   |                     |
| <b>5. APR Tolerance</b>                     |                     |
| Disclosed APR                               | 4.500%              |
| Ending APR                                  | 4.501%              |
| Difference                                  | 0.001%              |
| Result                                      | IN TOLERANCE        |

## AMOUNT FINANCED ITEMIZATION

LENDER:  
**ABC Bank**  
**2310 W Interstate 20, 100**  
**Arlington, TX 76017**

Date: **10/31/2012**

Funding: **10/31/2012**

Mortgage Ins: **No**

BORROWERS:  
**Benjamin Franklin and Deborah Franklin**

Loan Amount: **\$1,170,000.00**

Loan Term: **360 months**

ADDRESS:  
**1111 Church Road**  
**Keller, TX 76248**

Note Rate: **4.500%**

PROPERTY ADDRESS:  
**1111 Church Road, Keller, TX 76248**

Type of Loan: **Conv**

1<sup>st</sup> Payment: **12/01/2012**

**Loan # 123456**

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 **\$1,169,655.75** (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):

\$475.00 Appraisal fee to Appraisal Group

\$1,145.41 Homeowner's insurance

\$2,228.80 County Property Tax

(\$818.17) Aggregate Escrow Adjustment

\$50.00 Government recording charges - Mortgage to County Recorder

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

\$144.25 Daily interest charges

\$200.00 Attorney fee for docprep to PeirsonPatterson, LLP

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Itemization of Amount Financed



# PERIODIC AMORTIZATION SCHEDULE

Loan # 123456

**Borrower(s):** Benjamin Franklin and wife, Deborah Franklin

**Date:** 10/31/12

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

| Payment Period | Date      | Periodic Payment | Accrual Rate | Interest Paid | Principal Paid | Mortgage Ins | Buydown | Total Balance | LTV |
|----------------|-----------|------------------|--------------|---------------|----------------|--------------|---------|---------------|-----|
| Beg            |           |                  |              |               |                |              |         | 1,170,000.00  |     |
| 1              | 12/1/2012 | 5,928.22         | 4.500        | 4,387.50      | 1,540.72       | 0.00         | 0.00    | 1,168,459.28  |     |
| 2              | 1/1/2013  | 5,928.22         | 4.500        | 4,381.72      | 1,546.50       | 0.00         | 0.00    | 1,166,912.78  |     |
| 3              | 2/1/2013  | 5,928.22         | 4.500        | 4,375.92      | 1,552.30       | 0.00         | 0.00    | 1,165,360.48  |     |
| 4              | 3/1/2013  | 5,928.22         | 4.500        | 4,370.10      | 1,558.12       | 0.00         | 0.00    | 1,163,802.36  |     |
| 5              | 4/1/2013  | 5,928.22         | 4.500        | 4,364.26      | 1,563.96       | 0.00         | 0.00    | 1,162,238.40  |     |
| 6              | 5/1/2013  | 5,928.22         | 4.500        | 4,358.39      | 1,569.83       | 0.00         | 0.00    | 1,160,668.57  |     |
| 7              | 6/1/2013  | 5,928.22         | 4.500        | 4,352.51      | 1,575.71       | 0.00         | 0.00    | 1,159,092.86  |     |
| 8              | 7/1/2013  | 5,928.22         | 4.500        | 4,346.60      | 1,581.62       | 0.00         | 0.00    | 1,157,511.24  |     |
| 9              | 8/1/2013  | 5,928.22         | 4.500        | 4,340.67      | 1,587.55       | 0.00         | 0.00    | 1,155,923.69  |     |
| 10             | 9/1/2013  | 5,928.22         | 4.500        | 4,334.71      | 1,593.51       | 0.00         | 0.00    | 1,154,330.18  |     |
| 11             | 10/1/2013 | 5,928.22         | 4.500        | 4,328.74      | 1,599.48       | 0.00         | 0.00    | 1,152,730.70  |     |
| 12             | 11/1/2013 | 5,928.22         | 4.500        | 4,322.74      | 1,605.48       | 0.00         | 0.00    | 1,151,125.22  |     |
| 13             | 12/1/2013 | 5,928.22         | 4.500        | 4,316.72      | 1,611.50       | 0.00         | 0.00    | 1,149,513.72  |     |
| 14             | 1/1/2014  | 5,928.22         | 4.500        | 4,310.68      | 1,617.54       | 0.00         | 0.00    | 1,147,896.18  |     |
| 15             | 2/1/2014  | 5,928.22         | 4.500        | 4,304.61      | 1,623.61       | 0.00         | 0.00    | 1,146,272.57  |     |
| 16             | 3/1/2014  | 5,928.22         | 4.500        | 4,298.52      | 1,629.70       | 0.00         | 0.00    | 1,144,642.87  |     |
| 17             | 4/1/2014  | 5,928.22         | 4.500        | 4,292.41      | 1,635.81       | 0.00         | 0.00    | 1,143,007.06  |     |
| 18             | 5/1/2014  | 5,928.22         | 4.500        | 4,286.28      | 1,641.94       | 0.00         | 0.00    | 1,141,365.12  |     |
| 19             | 6/1/2014  | 5,928.22         | 4.500        | 4,280.12      | 1,648.10       | 0.00         | 0.00    | 1,139,717.02  |     |
| 20             | 7/1/2014  | 5,928.22         | 4.500        | 4,273.94      | 1,654.28       | 0.00         | 0.00    | 1,138,062.74  |     |
| 21             | 8/1/2014  | 5,928.22         | 4.500        | 4,267.74      | 1,660.48       | 0.00         | 0.00    | 1,136,402.26  |     |
| 22             | 9/1/2014  | 5,928.22         | 4.500        | 4,261.51      | 1,666.71       | 0.00         | 0.00    | 1,134,735.55  |     |
| 23             | 10/1/2014 | 5,928.22         | 4.500        | 4,255.26      | 1,672.96       | 0.00         | 0.00    | 1,133,062.59  |     |
| 24             | 11/1/2014 | 5,928.22         | 4.500        | 4,248.98      | 1,679.24       | 0.00         | 0.00    | 1,131,383.35  |     |
| 25             | 12/1/2014 | 5,928.22         | 4.500        | 4,242.69      | 1,685.53       | 0.00         | 0.00    | 1,129,697.82  |     |
| 26             | 1/1/2015  | 5,928.22         | 4.500        | 4,236.37      | 1,691.85       | 0.00         | 0.00    | 1,128,005.97  |     |
| 27             | 2/1/2015  | 5,928.22         | 4.500        | 4,230.02      | 1,698.20       | 0.00         | 0.00    | 1,126,307.77  |     |
| 28             | 3/1/2015  | 5,928.22         | 4.500        | 4,223.65      | 1,704.57       | 0.00         | 0.00    | 1,124,603.20  |     |
| 29             | 4/1/2015  | 5,928.22         | 4.500        | 4,217.26      | 1,710.96       | 0.00         | 0.00    | 1,122,892.24  |     |
| 30             | 5/1/2015  | 5,928.22         | 4.500        | 4,210.85      | 1,717.37       | 0.00         | 0.00    | 1,121,174.87  |     |
| 31             | 6/1/2015  | 5,928.22         | 4.500        | 4,204.41      | 1,723.81       | 0.00         | 0.00    | 1,119,451.06  |     |
| 32             | 7/1/2015  | 5,928.22         | 4.500        | 4,197.94      | 1,730.28       | 0.00         | 0.00    | 1,117,720.78  |     |
| 33             | 8/1/2015  | 5,928.22         | 4.500        | 4,191.45      | 1,736.77       | 0.00         | 0.00    | 1,115,984.01  |     |
| 34             | 9/1/2015  | 5,928.22         | 4.500        | 4,184.94      | 1,743.28       | 0.00         | 0.00    | 1,114,240.73  |     |
| 35             | 10/1/2015 | 5,928.22         | 4.500        | 4,178.40      | 1,749.82       | 0.00         | 0.00    | 1,112,490.91  |     |
| 36             | 11/1/2015 | 5,928.22         | 4.500        | 4,171.84      | 1,756.38       | 0.00         | 0.00    | 1,110,734.53  |     |
| 37             | 12/1/2015 | 5,928.22         | 4.500        | 4,165.25      | 1,762.97       | 0.00         | 0.00    | 1,108,971.56  |     |
| 38             | 1/1/2016  | 5,928.22         | 4.500        | 4,158.64      | 1,769.58       | 0.00         | 0.00    | 1,107,201.98  |     |
| 39             | 2/1/2016  | 5,928.22         | 4.500        | 4,152.01      | 1,776.21       | 0.00         | 0.00    | 1,105,425.77  |     |
| 40             | 3/1/2016  | 5,928.22         | 4.500        | 4,145.35      | 1,782.87       | 0.00         | 0.00    | 1,103,642.90  |     |
| 41             | 4/1/2016  | 5,928.22         | 4.500        | 4,138.66      | 1,789.56       | 0.00         | 0.00    | 1,101,853.34  |     |
| 42             | 5/1/2016  | 5,928.22         | 4.500        | 4,131.95      | 1,796.27       | 0.00         | 0.00    | 1,100,057.07  |     |
| 43             | 6/1/2016  | 5,928.22         | 4.500        | 4,125.21      | 1,803.01       | 0.00         | 0.00    | 1,098,254.06  |     |
| 44             | 7/1/2016  | 5,928.22         | 4.500        | 4,118.45      | 1,809.77       | 0.00         | 0.00    | 1,096,444.29  |     |
| 45             | 8/1/2016  | 5,928.22         | 4.500        | 4,111.67      | 1,816.55       | 0.00         | 0.00    | 1,094,627.74  |     |
| 46             | 9/1/2016  | 5,928.22         | 4.500        | 4,104.85      | 1,823.37       | 0.00         | 0.00    | 1,092,804.37  |     |
| 47             | 10/1/2016 | 5,928.22         | 4.500        | 4,098.02      | 1,830.20       | 0.00         | 0.00    | 1,090,974.17  |     |
| 48             | 11/1/2016 | 5,928.22         | 4.500        | 4,091.15      | 1,837.07       | 0.00         | 0.00    | 1,089,137.10  |     |
| 49             | 12/1/2016 | 5,928.22         | 4.500        | 4,084.26      | 1,843.96       | 0.00         | 0.00    | 1,087,293.14  |     |

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 123456

**Borrower(s):** Benjamin Franklin and wife, Deborah Franklin

**Date:** 10/31/12

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

| Payment Period | Date      | Periodic Payment | Accrual Rate | Interest Paid | Principal Paid | Mortgage Ins | Buydown | Total Balance | LTV |
|----------------|-----------|------------------|--------------|---------------|----------------|--------------|---------|---------------|-----|
| 50             | 1/1/2017  | 5,928.22         | 4.500        | 4,077.35      | 1,850.87       | 0.00         | 0.00    | 1,085,442.27  |     |
| 51             | 2/1/2017  | 5,928.22         | 4.500        | 4,070.41      | 1,857.81       | 0.00         | 0.00    | 1,083,584.46  |     |
| 52             | 3/1/2017  | 5,928.22         | 4.500        | 4,063.44      | 1,864.78       | 0.00         | 0.00    | 1,081,719.68  |     |
| 53             | 4/1/2017  | 5,928.22         | 4.500        | 4,056.45      | 1,871.77       | 0.00         | 0.00    | 1,079,847.91  |     |
| 54             | 5/1/2017  | 5,928.22         | 4.500        | 4,049.43      | 1,878.79       | 0.00         | 0.00    | 1,077,969.12  |     |
| 55             | 6/1/2017  | 5,928.22         | 4.500        | 4,042.38      | 1,885.84       | 0.00         | 0.00    | 1,076,083.28  |     |
| 56             | 7/1/2017  | 5,928.22         | 4.500        | 4,035.31      | 1,892.91       | 0.00         | 0.00    | 1,074,190.37  |     |
| 57             | 8/1/2017  | 5,928.22         | 4.500        | 4,028.21      | 1,900.01       | 0.00         | 0.00    | 1,072,290.36  |     |
| 58             | 9/1/2017  | 5,928.22         | 4.500        | 4,021.09      | 1,907.13       | 0.00         | 0.00    | 1,070,383.23  |     |
| 59             | 10/1/2017 | 5,928.22         | 4.500        | 4,013.94      | 1,914.28       | 0.00         | 0.00    | 1,068,468.95  |     |
| 60             | 11/1/2017 | 5,928.22         | 4.500        | 4,006.76      | 1,921.46       | 0.00         | 0.00    | 1,066,547.49  |     |
| 61             | 12/1/2017 | 5,928.22         | 4.500        | 3,999.55      | 1,928.67       | 0.00         | 0.00    | 1,064,618.82  |     |
| 62             | 1/1/2018  | 5,928.22         | 4.500        | 3,992.32      | 1,935.90       | 0.00         | 0.00    | 1,062,682.92  |     |
| 63             | 2/1/2018  | 5,928.22         | 4.500        | 3,985.06      | 1,943.16       | 0.00         | 0.00    | 1,060,739.76  |     |
| 64             | 3/1/2018  | 5,928.22         | 4.500        | 3,977.77      | 1,950.45       | 0.00         | 0.00    | 1,058,789.31  |     |
| 65             | 4/1/2018  | 5,928.22         | 4.500        | 3,970.46      | 1,957.76       | 0.00         | 0.00    | 1,056,831.55  |     |
| 66             | 5/1/2018  | 5,928.22         | 4.500        | 3,963.12      | 1,965.10       | 0.00         | 0.00    | 1,054,866.45  |     |
| 67             | 6/1/2018  | 5,928.22         | 4.500        | 3,955.75      | 1,972.47       | 0.00         | 0.00    | 1,052,893.98  |     |
| 68             | 7/1/2018  | 5,928.22         | 4.500        | 3,948.35      | 1,979.87       | 0.00         | 0.00    | 1,050,914.11  |     |
| 69             | 8/1/2018  | 5,928.22         | 4.500        | 3,940.93      | 1,987.29       | 0.00         | 0.00    | 1,048,926.82  |     |
| 70             | 9/1/2018  | 5,928.22         | 4.500        | 3,933.48      | 1,994.74       | 0.00         | 0.00    | 1,046,932.08  |     |
| 71             | 10/1/2018 | 5,928.22         | 4.500        | 3,926.00      | 2,002.22       | 0.00         | 0.00    | 1,044,929.86  |     |
| 72             | 11/1/2018 | 5,928.22         | 4.500        | 3,918.49      | 2,009.73       | 0.00         | 0.00    | 1,042,920.13  |     |
| 73             | 12/1/2018 | 5,928.22         | 4.500        | 3,910.95      | 2,017.27       | 0.00         | 0.00    | 1,040,902.86  |     |
| 74             | 1/1/2019  | 5,928.22         | 4.500        | 3,903.39      | 2,024.83       | 0.00         | 0.00    | 1,038,878.03  |     |
| 75             | 2/1/2019  | 5,928.22         | 4.500        | 3,895.79      | 2,032.43       | 0.00         | 0.00    | 1,036,845.60  |     |
| 76             | 3/1/2019  | 5,928.22         | 4.500        | 3,888.17      | 2,040.05       | 0.00         | 0.00    | 1,034,805.55  |     |
| 77             | 4/1/2019  | 5,928.22         | 4.500        | 3,880.52      | 2,047.70       | 0.00         | 0.00    | 1,032,757.85  |     |
| 78             | 5/1/2019  | 5,928.22         | 4.500        | 3,872.84      | 2,055.38       | 0.00         | 0.00    | 1,030,702.47  |     |
| 79             | 6/1/2019  | 5,928.22         | 4.500        | 3,865.13      | 2,063.09       | 0.00         | 0.00    | 1,028,639.38  |     |
| 80             | 7/1/2019  | 5,928.22         | 4.500        | 3,857.40      | 2,070.82       | 0.00         | 0.00    | 1,026,568.56  |     |
| 81             | 8/1/2019  | 5,928.22         | 4.500        | 3,849.63      | 2,078.59       | 0.00         | 0.00    | 1,024,489.97  |     |
| 82             | 9/1/2019  | 5,928.22         | 4.500        | 3,841.84      | 2,086.38       | 0.00         | 0.00    | 1,022,403.59  |     |
| 83             | 10/1/2019 | 5,928.22         | 4.500        | 3,834.01      | 2,094.21       | 0.00         | 0.00    | 1,020,309.38  |     |
| 84             | 11/1/2019 | 5,928.22         | 4.500        | 3,826.16      | 2,102.06       | 0.00         | 0.00    | 1,018,207.32  |     |
| 85             | 12/1/2019 | 5,928.22         | 4.500        | 3,818.28      | 2,109.94       | 0.00         | 0.00    | 1,016,097.38  |     |
| 86             | 1/1/2020  | 5,928.22         | 4.500        | 3,810.37      | 2,117.85       | 0.00         | 0.00    | 1,013,979.53  |     |
| 87             | 2/1/2020  | 5,928.22         | 4.500        | 3,802.42      | 2,125.80       | 0.00         | 0.00    | 1,011,853.73  |     |
| 88             | 3/1/2020  | 5,928.22         | 4.500        | 3,794.45      | 2,133.77       | 0.00         | 0.00    | 1,009,719.96  |     |
| 89             | 4/1/2020  | 5,928.22         | 4.500        | 3,786.45      | 2,141.77       | 0.00         | 0.00    | 1,007,578.19  |     |
| 90             | 5/1/2020  | 5,928.22         | 4.500        | 3,778.42      | 2,149.80       | 0.00         | 0.00    | 1,005,428.39  |     |
| 91             | 6/1/2020  | 5,928.22         | 4.500        | 3,770.36      | 2,157.86       | 0.00         | 0.00    | 1,003,270.53  |     |
| 92             | 7/1/2020  | 5,928.22         | 4.500        | 3,762.26      | 2,165.96       | 0.00         | 0.00    | 1,001,104.57  |     |
| 93             | 8/1/2020  | 5,928.22         | 4.500        | 3,754.14      | 2,174.08       | 0.00         | 0.00    | 998,930.49    |     |
| 94             | 9/1/2020  | 5,928.22         | 4.500        | 3,745.99      | 2,182.23       | 0.00         | 0.00    | 996,748.26    |     |
| 95             | 10/1/2020 | 5,928.22         | 4.500        | 3,737.81      | 2,190.41       | 0.00         | 0.00    | 994,557.85    |     |
| 96             | 11/1/2020 | 5,928.22         | 4.500        | 3,729.59      | 2,198.63       | 0.00         | 0.00    | 992,359.22    |     |
| 97             | 12/1/2020 | 5,928.22         | 4.500        | 3,721.35      | 2,206.87       | 0.00         | 0.00    | 990,152.35    |     |
| 98             | 1/1/2021  | 5,928.22         | 4.500        | 3,713.07      | 2,215.15       | 0.00         | 0.00    | 987,937.20    |     |
| 99             | 2/1/2021  | 5,928.22         | 4.500        | 3,704.76      | 2,223.46       | 0.00         | 0.00    | 985,713.74    |     |

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 123456

**Borrower(s):** Benjamin Franklin and wife, Deborah Franklin

**Date:** 10/31/12

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

| Payment Period | Date      | Periodic Payment | Accrual Rate | Interest Paid | Principal Paid | Mortgage Ins | Buydown | Total Balance | LTV |
|----------------|-----------|------------------|--------------|---------------|----------------|--------------|---------|---------------|-----|
| 100            | 3/1/2021  | 5,928.22         | 4.500        | 3,696.43      | 2,231.79       | 0.00         | 0.00    | 983,481.95    |     |
| 101            | 4/1/2021  | 5,928.22         | 4.500        | 3,688.06      | 2,240.16       | 0.00         | 0.00    | 981,241.79    |     |
| 102            | 5/1/2021  | 5,928.22         | 4.500        | 3,679.66      | 2,248.56       | 0.00         | 0.00    | 978,993.23    |     |
| 103            | 6/1/2021  | 5,928.22         | 4.500        | 3,671.22      | 2,257.00       | 0.00         | 0.00    | 976,736.23    |     |
| 104            | 7/1/2021  | 5,928.22         | 4.500        | 3,662.76      | 2,265.46       | 0.00         | 0.00    | 974,470.77    |     |
| 105            | 8/1/2021  | 5,928.22         | 4.500        | 3,654.27      | 2,273.95       | 0.00         | 0.00    | 972,196.82    |     |
| 106            | 9/1/2021  | 5,928.22         | 4.500        | 3,645.74      | 2,282.48       | 0.00         | 0.00    | 969,914.34    |     |
| 107            | 10/1/2021 | 5,928.22         | 4.500        | 3,637.18      | 2,291.04       | 0.00         | 0.00    | 967,623.30    |     |
| 108            | 11/1/2021 | 5,928.22         | 4.500        | 3,628.59      | 2,299.63       | 0.00         | 0.00    | 965,323.67    |     |
| 109            | 12/1/2021 | 5,928.22         | 4.500        | 3,619.96      | 2,308.26       | 0.00         | 0.00    | 963,015.41    |     |
| 110            | 1/1/2022  | 5,928.22         | 4.500        | 3,611.31      | 2,316.91       | 0.00         | 0.00    | 960,698.50    |     |
| 111            | 2/1/2022  | 5,928.22         | 4.500        | 3,602.62      | 2,325.60       | 0.00         | 0.00    | 958,372.90    |     |
| 112            | 3/1/2022  | 5,928.22         | 4.500        | 3,593.90      | 2,334.32       | 0.00         | 0.00    | 956,038.58    |     |
| 113            | 4/1/2022  | 5,928.22         | 4.500        | 3,585.14      | 2,343.08       | 0.00         | 0.00    | 953,695.50    |     |
| 114            | 5/1/2022  | 5,928.22         | 4.500        | 3,576.36      | 2,351.86       | 0.00         | 0.00    | 951,343.64    |     |
| 115            | 6/1/2022  | 5,928.22         | 4.500        | 3,567.54      | 2,360.68       | 0.00         | 0.00    | 948,982.96    |     |
| 116            | 7/1/2022  | 5,928.22         | 4.500        | 3,558.69      | 2,369.53       | 0.00         | 0.00    | 946,613.43    |     |
| 117            | 8/1/2022  | 5,928.22         | 4.500        | 3,549.80      | 2,378.42       | 0.00         | 0.00    | 944,235.01    |     |
| 118            | 9/1/2022  | 5,928.22         | 4.500        | 3,540.88      | 2,387.34       | 0.00         | 0.00    | 941,847.67    |     |
| 119            | 10/1/2022 | 5,928.22         | 4.500        | 3,531.93      | 2,396.29       | 0.00         | 0.00    | 939,451.38    |     |
| 120            | 11/1/2022 | 5,928.22         | 4.500        | 3,522.94      | 2,405.28       | 0.00         | 0.00    | 937,046.10    |     |
| 121            | 12/1/2022 | 5,928.22         | 4.500        | 3,513.92      | 2,414.30       | 0.00         | 0.00    | 934,631.80    |     |
| 122            | 1/1/2023  | 5,928.22         | 4.500        | 3,504.87      | 2,423.35       | 0.00         | 0.00    | 932,208.45    |     |
| 123            | 2/1/2023  | 5,928.22         | 4.500        | 3,495.78      | 2,432.44       | 0.00         | 0.00    | 929,776.01    |     |
| 124            | 3/1/2023  | 5,928.22         | 4.500        | 3,486.66      | 2,441.56       | 0.00         | 0.00    | 927,334.45    |     |
| 125            | 4/1/2023  | 5,928.22         | 4.500        | 3,477.50      | 2,450.72       | 0.00         | 0.00    | 924,883.73    |     |
| 126            | 5/1/2023  | 5,928.22         | 4.500        | 3,468.31      | 2,459.91       | 0.00         | 0.00    | 922,423.82    |     |
| 127            | 6/1/2023  | 5,928.22         | 4.500        | 3,459.09      | 2,469.13       | 0.00         | 0.00    | 919,954.69    |     |
| 128            | 7/1/2023  | 5,928.22         | 4.500        | 3,449.83      | 2,478.39       | 0.00         | 0.00    | 917,476.30    |     |
| 129            | 8/1/2023  | 5,928.22         | 4.500        | 3,440.54      | 2,487.68       | 0.00         | 0.00    | 914,988.62    |     |
| 130            | 9/1/2023  | 5,928.22         | 4.500        | 3,431.21      | 2,497.01       | 0.00         | 0.00    | 912,491.61    |     |
| 131            | 10/1/2023 | 5,928.22         | 4.500        | 3,421.84      | 2,506.38       | 0.00         | 0.00    | 909,985.23    |     |
| 132            | 11/1/2023 | 5,928.22         | 4.500        | 3,412.44      | 2,515.78       | 0.00         | 0.00    | 907,469.45    |     |
| 133            | 12/1/2023 | 5,928.22         | 4.500        | 3,403.01      | 2,525.21       | 0.00         | 0.00    | 904,944.24    |     |
| 134            | 1/1/2024  | 5,928.22         | 4.500        | 3,393.54      | 2,534.68       | 0.00         | 0.00    | 902,409.56    |     |
| 135            | 2/1/2024  | 5,928.22         | 4.500        | 3,384.04      | 2,544.18       | 0.00         | 0.00    | 899,865.38    |     |
| 136            | 3/1/2024  | 5,928.22         | 4.500        | 3,374.50      | 2,553.72       | 0.00         | 0.00    | 897,311.66    |     |
| 137            | 4/1/2024  | 5,928.22         | 4.500        | 3,364.92      | 2,563.30       | 0.00         | 0.00    | 894,748.36    |     |
| 138            | 5/1/2024  | 5,928.22         | 4.500        | 3,355.31      | 2,572.91       | 0.00         | 0.00    | 892,175.45    |     |
| 139            | 6/1/2024  | 5,928.22         | 4.500        | 3,345.66      | 2,582.56       | 0.00         | 0.00    | 889,592.89    |     |
| 140            | 7/1/2024  | 5,928.22         | 4.500        | 3,335.97      | 2,592.25       | 0.00         | 0.00    | 887,000.64    |     |
| 141            | 8/1/2024  | 5,928.22         | 4.500        | 3,326.25      | 2,601.97       | 0.00         | 0.00    | 884,398.67    |     |
| 142            | 9/1/2024  | 5,928.22         | 4.500        | 3,316.50      | 2,611.72       | 0.00         | 0.00    | 881,786.95    |     |
| 143            | 10/1/2024 | 5,928.22         | 4.500        | 3,306.70      | 2,621.52       | 0.00         | 0.00    | 879,165.43    |     |
| 144            | 11/1/2024 | 5,928.22         | 4.500        | 3,296.87      | 2,631.35       | 0.00         | 0.00    | 876,534.08    |     |
| 145            | 12/1/2024 | 5,928.22         | 4.500        | 3,287.00      | 2,641.22       | 0.00         | 0.00    | 873,892.86    |     |
| 146            | 1/1/2025  | 5,928.22         | 4.500        | 3,277.10      | 2,651.12       | 0.00         | 0.00    | 871,241.74    |     |
| 147            | 2/1/2025  | 5,928.22         | 4.500        | 3,267.16      | 2,661.06       | 0.00         | 0.00    | 868,580.68    |     |
| 148            | 3/1/2025  | 5,928.22         | 4.500        | 3,257.18      | 2,671.04       | 0.00         | 0.00    | 865,909.64    |     |
| 149            | 4/1/2025  | 5,928.22         | 4.500        | 3,247.16      | 2,681.06       | 0.00         | 0.00    | 863,228.58    |     |

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 123456

**Borrower(s):** Benjamin Franklin and wife, Deborah Franklin

**Date:** 10/31/12

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

| Payment Period | Date      | Periodic Payment | Accrual Rate | Interest Paid | Principal Paid | Mortgage Ins | Buydown | Total Balance | LTV |
|----------------|-----------|------------------|--------------|---------------|----------------|--------------|---------|---------------|-----|
| 150            | 5/1/2025  | 5,928.22         | 4.500        | 3,237.11      | 2,691.11       | 0.00         | 0.00    | 860,537.47    |     |
| 151            | 6/1/2025  | 5,928.22         | 4.500        | 3,227.02      | 2,701.20       | 0.00         | 0.00    | 857,836.27    |     |
| 152            | 7/1/2025  | 5,928.22         | 4.500        | 3,216.89      | 2,711.33       | 0.00         | 0.00    | 855,124.94    |     |
| 153            | 8/1/2025  | 5,928.22         | 4.500        | 3,206.72      | 2,721.50       | 0.00         | 0.00    | 852,403.44    |     |
| 154            | 9/1/2025  | 5,928.22         | 4.500        | 3,196.51      | 2,731.71       | 0.00         | 0.00    | 849,671.73    |     |
| 155            | 10/1/2025 | 5,928.22         | 4.500        | 3,186.27      | 2,741.95       | 0.00         | 0.00    | 846,929.78    |     |
| 156            | 11/1/2025 | 5,928.22         | 4.500        | 3,175.99      | 2,752.23       | 0.00         | 0.00    | 844,177.55    |     |
| 157            | 12/1/2025 | 5,928.22         | 4.500        | 3,165.67      | 2,762.55       | 0.00         | 0.00    | 841,415.00    |     |
| 158            | 1/1/2026  | 5,928.22         | 4.500        | 3,155.31      | 2,772.91       | 0.00         | 0.00    | 838,642.09    |     |
| 159            | 2/1/2026  | 5,928.22         | 4.500        | 3,144.91      | 2,783.31       | 0.00         | 0.00    | 835,858.78    |     |
| 160            | 3/1/2026  | 5,928.22         | 4.500        | 3,134.47      | 2,793.75       | 0.00         | 0.00    | 833,065.03    |     |
| 161            | 4/1/2026  | 5,928.22         | 4.500        | 3,123.99      | 2,804.23       | 0.00         | 0.00    | 830,260.80    |     |
| 162            | 5/1/2026  | 5,928.22         | 4.500        | 3,113.48      | 2,814.74       | 0.00         | 0.00    | 827,446.06    |     |
| 163            | 6/1/2026  | 5,928.22         | 4.500        | 3,102.92      | 2,825.30       | 0.00         | 0.00    | 824,620.76    |     |
| 164            | 7/1/2026  | 5,928.22         | 4.500        | 3,092.33      | 2,835.89       | 0.00         | 0.00    | 821,784.87    |     |
| 165            | 8/1/2026  | 5,928.22         | 4.500        | 3,081.69      | 2,846.53       | 0.00         | 0.00    | 818,938.34    |     |
| 166            | 9/1/2026  | 5,928.22         | 4.500        | 3,071.02      | 2,857.20       | 0.00         | 0.00    | 816,081.14    |     |
| 167            | 10/1/2026 | 5,928.22         | 4.500        | 3,060.30      | 2,867.92       | 0.00         | 0.00    | 813,213.22    |     |
| 168            | 11/1/2026 | 5,928.22         | 4.500        | 3,049.55      | 2,878.67       | 0.00         | 0.00    | 810,334.55    |     |
| 169            | 12/1/2026 | 5,928.22         | 4.500        | 3,038.75      | 2,889.47       | 0.00         | 0.00    | 807,445.08    |     |
| 170            | 1/1/2027  | 5,928.22         | 4.500        | 3,027.92      | 2,900.30       | 0.00         | 0.00    | 804,544.78    |     |
| 171            | 2/1/2027  | 5,928.22         | 4.500        | 3,017.04      | 2,911.18       | 0.00         | 0.00    | 801,633.60    |     |
| 172            | 3/1/2027  | 5,928.22         | 4.500        | 3,006.13      | 2,922.09       | 0.00         | 0.00    | 798,711.51    |     |
| 173            | 4/1/2027  | 5,928.22         | 4.500        | 2,995.17      | 2,933.05       | 0.00         | 0.00    | 795,778.46    |     |
| 174            | 5/1/2027  | 5,928.22         | 4.500        | 2,984.17      | 2,944.05       | 0.00         | 0.00    | 792,834.41    |     |
| 175            | 6/1/2027  | 5,928.22         | 4.500        | 2,973.13      | 2,955.09       | 0.00         | 0.00    | 789,879.32    |     |
| 176            | 7/1/2027  | 5,928.22         | 4.500        | 2,962.05      | 2,966.17       | 0.00         | 0.00    | 786,913.15    |     |
| 177            | 8/1/2027  | 5,928.22         | 4.500        | 2,950.92      | 2,977.30       | 0.00         | 0.00    | 783,935.85    |     |
| 178            | 9/1/2027  | 5,928.22         | 4.500        | 2,939.76      | 2,988.46       | 0.00         | 0.00    | 780,947.39    |     |
| 179            | 10/1/2027 | 5,928.22         | 4.500        | 2,928.55      | 2,999.67       | 0.00         | 0.00    | 777,947.72    |     |
| 180            | 11/1/2027 | 5,928.22         | 4.500        | 2,917.30      | 3,010.92       | 0.00         | 0.00    | 774,936.80    |     |
| 181            | 12/1/2027 | 5,928.22         | 4.500        | 2,906.01      | 3,022.21       | 0.00         | 0.00    | 771,914.59    |     |
| 182            | 1/1/2028  | 5,928.22         | 4.500        | 2,894.68      | 3,033.54       | 0.00         | 0.00    | 768,881.05    |     |
| 183            | 2/1/2028  | 5,928.22         | 4.500        | 2,883.30      | 3,044.92       | 0.00         | 0.00    | 765,836.13    |     |
| 184            | 3/1/2028  | 5,928.22         | 4.500        | 2,871.89      | 3,056.33       | 0.00         | 0.00    | 762,779.80    |     |
| 185            | 4/1/2028  | 5,928.22         | 4.500        | 2,860.42      | 3,067.80       | 0.00         | 0.00    | 759,712.00    |     |
| 186            | 5/1/2028  | 5,928.22         | 4.500        | 2,848.92      | 3,079.30       | 0.00         | 0.00    | 756,632.70    |     |
| 187            | 6/1/2028  | 5,928.22         | 4.500        | 2,837.37      | 3,090.85       | 0.00         | 0.00    | 753,541.85    |     |
| 188            | 7/1/2028  | 5,928.22         | 4.500        | 2,825.78      | 3,102.44       | 0.00         | 0.00    | 750,439.41    |     |
| 189            | 8/1/2028  | 5,928.22         | 4.500        | 2,814.15      | 3,114.07       | 0.00         | 0.00    | 747,325.34    |     |
| 190            | 9/1/2028  | 5,928.22         | 4.500        | 2,802.47      | 3,125.75       | 0.00         | 0.00    | 744,199.59    |     |
| 191            | 10/1/2028 | 5,928.22         | 4.500        | 2,790.75      | 3,137.47       | 0.00         | 0.00    | 741,062.12    |     |
| 192            | 11/1/2028 | 5,928.22         | 4.500        | 2,778.98      | 3,149.24       | 0.00         | 0.00    | 737,912.88    |     |
| 193            | 12/1/2028 | 5,928.22         | 4.500        | 2,767.17      | 3,161.05       | 0.00         | 0.00    | 734,751.83    |     |
| 194            | 1/1/2029  | 5,928.22         | 4.500        | 2,755.32      | 3,172.90       | 0.00         | 0.00    | 731,578.93    |     |
| 195            | 2/1/2029  | 5,928.22         | 4.500        | 2,743.42      | 3,184.80       | 0.00         | 0.00    | 728,394.13    |     |
| 196            | 3/1/2029  | 5,928.22         | 4.500        | 2,731.48      | 3,196.74       | 0.00         | 0.00    | 725,197.39    |     |
| 197            | 4/1/2029  | 5,928.22         | 4.500        | 2,719.49      | 3,208.73       | 0.00         | 0.00    | 721,988.66    |     |
| 198            | 5/1/2029  | 5,928.22         | 4.500        | 2,707.46      | 3,220.76       | 0.00         | 0.00    | 718,767.90    |     |
| 199            | 6/1/2029  | 5,928.22         | 4.500        | 2,695.38      | 3,232.84       | 0.00         | 0.00    | 715,535.06    |     |

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 123456

**Borrower(s):** Benjamin Franklin and wife, Deborah Franklin

**Date:** 10/31/12

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

| Payment Period | Date      | Periodic Payment | Accrual Rate | Interest Paid | Principal Paid | Mortgage Ins | Buydown | Total Balance | LTV |
|----------------|-----------|------------------|--------------|---------------|----------------|--------------|---------|---------------|-----|
| 200            | 7/1/2029  | 5,928.22         | 4.500        | 2,683.26      | 3,244.96       | 0.00         | 0.00    | 712,290.10    |     |
| 201            | 8/1/2029  | 5,928.22         | 4.500        | 2,671.09      | 3,257.13       | 0.00         | 0.00    | 709,032.97    |     |
| 202            | 9/1/2029  | 5,928.22         | 4.500        | 2,658.87      | 3,269.35       | 0.00         | 0.00    | 705,763.62    |     |
| 203            | 10/1/2029 | 5,928.22         | 4.500        | 2,646.61      | 3,281.61       | 0.00         | 0.00    | 702,482.01    |     |
| 204            | 11/1/2029 | 5,928.22         | 4.500        | 2,634.31      | 3,293.91       | 0.00         | 0.00    | 699,188.10    |     |
| 205            | 12/1/2029 | 5,928.22         | 4.500        | 2,621.96      | 3,306.26       | 0.00         | 0.00    | 695,881.84    |     |
| 206            | 1/1/2030  | 5,928.22         | 4.500        | 2,609.56      | 3,318.66       | 0.00         | 0.00    | 692,563.18    |     |
| 207            | 2/1/2030  | 5,928.22         | 4.500        | 2,597.11      | 3,331.11       | 0.00         | 0.00    | 689,232.07    |     |
| 208            | 3/1/2030  | 5,928.22         | 4.500        | 2,584.62      | 3,343.60       | 0.00         | 0.00    | 685,888.47    |     |
| 209            | 4/1/2030  | 5,928.22         | 4.500        | 2,572.08      | 3,356.14       | 0.00         | 0.00    | 682,532.33    |     |
| 210            | 5/1/2030  | 5,928.22         | 4.500        | 2,559.50      | 3,368.72       | 0.00         | 0.00    | 679,163.61    |     |
| 211            | 6/1/2030  | 5,928.22         | 4.500        | 2,546.86      | 3,381.36       | 0.00         | 0.00    | 675,782.25    |     |
| 212            | 7/1/2030  | 5,928.22         | 4.500        | 2,534.18      | 3,394.04       | 0.00         | 0.00    | 672,388.21    |     |
| 213            | 8/1/2030  | 5,928.22         | 4.500        | 2,521.46      | 3,406.76       | 0.00         | 0.00    | 668,981.45    |     |
| 214            | 9/1/2030  | 5,928.22         | 4.500        | 2,508.68      | 3,419.54       | 0.00         | 0.00    | 665,561.91    |     |
| 215            | 10/1/2030 | 5,928.22         | 4.500        | 2,495.86      | 3,432.36       | 0.00         | 0.00    | 662,129.55    |     |
| 216            | 11/1/2030 | 5,928.22         | 4.500        | 2,482.99      | 3,445.23       | 0.00         | 0.00    | 658,684.32    |     |
| 217            | 12/1/2030 | 5,928.22         | 4.500        | 2,470.07      | 3,458.15       | 0.00         | 0.00    | 655,226.17    |     |
| 218            | 1/1/2031  | 5,928.22         | 4.500        | 2,457.10      | 3,471.12       | 0.00         | 0.00    | 651,755.05    |     |
| 219            | 2/1/2031  | 5,928.22         | 4.500        | 2,444.08      | 3,484.14       | 0.00         | 0.00    | 648,270.91    |     |
| 220            | 3/1/2031  | 5,928.22         | 4.500        | 2,431.02      | 3,497.20       | 0.00         | 0.00    | 644,773.71    |     |
| 221            | 4/1/2031  | 5,928.22         | 4.500        | 2,417.90      | 3,510.32       | 0.00         | 0.00    | 641,263.39    |     |
| 222            | 5/1/2031  | 5,928.22         | 4.500        | 2,404.74      | 3,523.48       | 0.00         | 0.00    | 637,739.91    |     |
| 223            | 6/1/2031  | 5,928.22         | 4.500        | 2,391.52      | 3,536.70       | 0.00         | 0.00    | 634,203.21    |     |
| 224            | 7/1/2031  | 5,928.22         | 4.500        | 2,378.26      | 3,549.96       | 0.00         | 0.00    | 630,653.25    |     |
| 225            | 8/1/2031  | 5,928.22         | 4.500        | 2,364.95      | 3,563.27       | 0.00         | 0.00    | 627,089.98    |     |
| 226            | 9/1/2031  | 5,928.22         | 4.500        | 2,351.59      | 3,576.63       | 0.00         | 0.00    | 623,513.35    |     |
| 227            | 10/1/2031 | 5,928.22         | 4.500        | 2,338.18      | 3,590.04       | 0.00         | 0.00    | 619,923.31    |     |
| 228            | 11/1/2031 | 5,928.22         | 4.500        | 2,324.71      | 3,603.51       | 0.00         | 0.00    | 616,319.80    |     |
| 229            | 12/1/2031 | 5,928.22         | 4.500        | 2,311.20      | 3,617.02       | 0.00         | 0.00    | 612,702.78    |     |
| 230            | 1/1/2032  | 5,928.22         | 4.500        | 2,297.64      | 3,630.58       | 0.00         | 0.00    | 609,072.20    |     |
| 231            | 2/1/2032  | 5,928.22         | 4.500        | 2,284.02      | 3,644.20       | 0.00         | 0.00    | 605,428.00    |     |
| 232            | 3/1/2032  | 5,928.22         | 4.500        | 2,270.36      | 3,657.86       | 0.00         | 0.00    | 601,770.14    |     |
| 233            | 4/1/2032  | 5,928.22         | 4.500        | 2,256.64      | 3,671.58       | 0.00         | 0.00    | 598,098.56    |     |
| 234            | 5/1/2032  | 5,928.22         | 4.500        | 2,242.87      | 3,685.35       | 0.00         | 0.00    | 594,413.21    |     |
| 235            | 6/1/2032  | 5,928.22         | 4.500        | 2,229.05      | 3,699.17       | 0.00         | 0.00    | 590,714.04    |     |
| 236            | 7/1/2032  | 5,928.22         | 4.500        | 2,215.18      | 3,713.04       | 0.00         | 0.00    | 587,001.00    |     |
| 237            | 8/1/2032  | 5,928.22         | 4.500        | 2,201.25      | 3,726.97       | 0.00         | 0.00    | 583,274.03    |     |
| 238            | 9/1/2032  | 5,928.22         | 4.500        | 2,187.28      | 3,740.94       | 0.00         | 0.00    | 579,533.09    |     |
| 239            | 10/1/2032 | 5,928.22         | 4.500        | 2,173.25      | 3,754.97       | 0.00         | 0.00    | 575,778.12    |     |
| 240            | 11/1/2032 | 5,928.22         | 4.500        | 2,159.17      | 3,769.05       | 0.00         | 0.00    | 572,009.07    |     |
| 241            | 12/1/2032 | 5,928.22         | 4.500        | 2,145.03      | 3,783.19       | 0.00         | 0.00    | 568,225.88    |     |
| 242            | 1/1/2033  | 5,928.22         | 4.500        | 2,130.85      | 3,797.37       | 0.00         | 0.00    | 564,428.51    |     |
| 243            | 2/1/2033  | 5,928.22         | 4.500        | 2,116.61      | 3,811.61       | 0.00         | 0.00    | 560,616.90    |     |
| 244            | 3/1/2033  | 5,928.22         | 4.500        | 2,102.31      | 3,825.91       | 0.00         | 0.00    | 556,790.99    |     |
| 245            | 4/1/2033  | 5,928.22         | 4.500        | 2,087.97      | 3,840.25       | 0.00         | 0.00    | 552,950.74    |     |
| 246            | 5/1/2033  | 5,928.22         | 4.500        | 2,073.57      | 3,854.65       | 0.00         | 0.00    | 549,096.09    |     |
| 247            | 6/1/2033  | 5,928.22         | 4.500        | 2,059.11      | 3,869.11       | 0.00         | 0.00    | 545,226.98    |     |
| 248            | 7/1/2033  | 5,928.22         | 4.500        | 2,044.60      | 3,883.62       | 0.00         | 0.00    | 541,343.36    |     |
| 249            | 8/1/2033  | 5,928.22         | 4.500        | 2,030.04      | 3,898.18       | 0.00         | 0.00    | 537,445.18    |     |

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 123456

**Borrower(s):** Benjamin Franklin and wife, Deborah Franklin

**Date:** 10/31/12

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

| Payment Period | Date      | Periodic Payment | Accrual Rate | Interest Paid | Principal Paid | Mortgage Ins | Buydown | Total Balance | LTV |
|----------------|-----------|------------------|--------------|---------------|----------------|--------------|---------|---------------|-----|
| 250            | 9/1/2033  | 5,928.22         | 4.500        | 2,015.42      | 3,912.80       | 0.00         | 0.00    | 533,532.38    |     |
| 251            | 10/1/2033 | 5,928.22         | 4.500        | 2,000.75      | 3,927.47       | 0.00         | 0.00    | 529,604.91    |     |
| 252            | 11/1/2033 | 5,928.22         | 4.500        | 1,986.02      | 3,942.20       | 0.00         | 0.00    | 525,662.71    |     |
| 253            | 12/1/2033 | 5,928.22         | 4.500        | 1,971.24      | 3,956.98       | 0.00         | 0.00    | 521,705.73    |     |
| 254            | 1/1/2034  | 5,928.22         | 4.500        | 1,956.40      | 3,971.82       | 0.00         | 0.00    | 517,733.91    |     |
| 255            | 2/1/2034  | 5,928.22         | 4.500        | 1,941.50      | 3,986.72       | 0.00         | 0.00    | 513,747.19    |     |
| 256            | 3/1/2034  | 5,928.22         | 4.500        | 1,926.55      | 4,001.67       | 0.00         | 0.00    | 509,745.52    |     |
| 257            | 4/1/2034  | 5,928.22         | 4.500        | 1,911.55      | 4,016.67       | 0.00         | 0.00    | 505,728.85    |     |
| 258            | 5/1/2034  | 5,928.22         | 4.500        | 1,896.48      | 4,031.74       | 0.00         | 0.00    | 501,697.11    |     |
| 259            | 6/1/2034  | 5,928.22         | 4.500        | 1,881.36      | 4,046.86       | 0.00         | 0.00    | 497,650.25    |     |
| 260            | 7/1/2034  | 5,928.22         | 4.500        | 1,866.19      | 4,062.03       | 0.00         | 0.00    | 493,588.22    |     |
| 261            | 8/1/2034  | 5,928.22         | 4.500        | 1,850.96      | 4,077.26       | 0.00         | 0.00    | 489,510.96    |     |
| 262            | 9/1/2034  | 5,928.22         | 4.500        | 1,835.67      | 4,092.55       | 0.00         | 0.00    | 485,418.41    |     |
| 263            | 10/1/2034 | 5,928.22         | 4.500        | 1,820.32      | 4,107.90       | 0.00         | 0.00    | 481,310.51    |     |
| 264            | 11/1/2034 | 5,928.22         | 4.500        | 1,804.91      | 4,123.31       | 0.00         | 0.00    | 477,187.20    |     |
| 265            | 12/1/2034 | 5,928.22         | 4.500        | 1,789.45      | 4,138.77       | 0.00         | 0.00    | 473,048.43    |     |
| 266            | 1/1/2035  | 5,928.22         | 4.500        | 1,773.93      | 4,154.29       | 0.00         | 0.00    | 468,894.14    |     |
| 267            | 2/1/2035  | 5,928.22         | 4.500        | 1,758.35      | 4,169.87       | 0.00         | 0.00    | 464,724.27    |     |
| 268            | 3/1/2035  | 5,928.22         | 4.500        | 1,742.72      | 4,185.50       | 0.00         | 0.00    | 460,538.77    |     |
| 269            | 4/1/2035  | 5,928.22         | 4.500        | 1,727.02      | 4,201.20       | 0.00         | 0.00    | 456,337.57    |     |
| 270            | 5/1/2035  | 5,928.22         | 4.500        | 1,711.27      | 4,216.95       | 0.00         | 0.00    | 452,120.62    |     |
| 271            | 6/1/2035  | 5,928.22         | 4.500        | 1,695.45      | 4,232.77       | 0.00         | 0.00    | 447,887.85    |     |
| 272            | 7/1/2035  | 5,928.22         | 4.500        | 1,679.58      | 4,248.64       | 0.00         | 0.00    | 443,639.21    |     |
| 273            | 8/1/2035  | 5,928.22         | 4.500        | 1,663.65      | 4,264.57       | 0.00         | 0.00    | 439,374.64    |     |
| 274            | 9/1/2035  | 5,928.22         | 4.500        | 1,647.65      | 4,280.57       | 0.00         | 0.00    | 435,094.07    |     |
| 275            | 10/1/2035 | 5,928.22         | 4.500        | 1,631.60      | 4,296.62       | 0.00         | 0.00    | 430,797.45    |     |
| 276            | 11/1/2035 | 5,928.22         | 4.500        | 1,615.49      | 4,312.73       | 0.00         | 0.00    | 426,484.72    |     |
| 277            | 12/1/2035 | 5,928.22         | 4.500        | 1,599.32      | 4,328.90       | 0.00         | 0.00    | 422,155.82    |     |
| 278            | 1/1/2036  | 5,928.22         | 4.500        | 1,583.08      | 4,345.14       | 0.00         | 0.00    | 417,810.68    |     |
| 279            | 2/1/2036  | 5,928.22         | 4.500        | 1,566.79      | 4,361.43       | 0.00         | 0.00    | 413,449.25    |     |
| 280            | 3/1/2036  | 5,928.22         | 4.500        | 1,550.43      | 4,377.79       | 0.00         | 0.00    | 409,071.46    |     |
| 281            | 4/1/2036  | 5,928.22         | 4.500        | 1,534.02      | 4,394.20       | 0.00         | 0.00    | 404,677.26    |     |
| 282            | 5/1/2036  | 5,928.22         | 4.500        | 1,517.54      | 4,410.68       | 0.00         | 0.00    | 400,266.58    |     |
| 283            | 6/1/2036  | 5,928.22         | 4.500        | 1,501.00      | 4,427.22       | 0.00         | 0.00    | 395,839.36    |     |
| 284            | 7/1/2036  | 5,928.22         | 4.500        | 1,484.40      | 4,443.82       | 0.00         | 0.00    | 391,395.54    |     |
| 285            | 8/1/2036  | 5,928.22         | 4.500        | 1,467.73      | 4,460.49       | 0.00         | 0.00    | 386,935.05    |     |
| 286            | 9/1/2036  | 5,928.22         | 4.500        | 1,451.01      | 4,477.21       | 0.00         | 0.00    | 382,457.84    |     |
| 287            | 10/1/2036 | 5,928.22         | 4.500        | 1,434.22      | 4,494.00       | 0.00         | 0.00    | 377,963.84    |     |
| 288            | 11/1/2036 | 5,928.22         | 4.500        | 1,417.36      | 4,510.86       | 0.00         | 0.00    | 373,452.98    |     |
| 289            | 12/1/2036 | 5,928.22         | 4.500        | 1,400.45      | 4,527.77       | 0.00         | 0.00    | 368,925.21    |     |
| 290            | 1/1/2037  | 5,928.22         | 4.500        | 1,383.47      | 4,544.75       | 0.00         | 0.00    | 364,380.46    |     |
| 291            | 2/1/2037  | 5,928.22         | 4.500        | 1,366.43      | 4,561.79       | 0.00         | 0.00    | 359,818.67    |     |
| 292            | 3/1/2037  | 5,928.22         | 4.500        | 1,349.32      | 4,578.90       | 0.00         | 0.00    | 355,239.77    |     |
| 293            | 4/1/2037  | 5,928.22         | 4.500        | 1,332.15      | 4,596.07       | 0.00         | 0.00    | 350,643.70    |     |
| 294            | 5/1/2037  | 5,928.22         | 4.500        | 1,314.91      | 4,613.31       | 0.00         | 0.00    | 346,030.39    |     |
| 295            | 6/1/2037  | 5,928.22         | 4.500        | 1,297.61      | 4,630.61       | 0.00         | 0.00    | 341,399.78    |     |
| 296            | 7/1/2037  | 5,928.22         | 4.500        | 1,280.25      | 4,647.97       | 0.00         | 0.00    | 336,751.81    |     |
| 297            | 8/1/2037  | 5,928.22         | 4.500        | 1,262.82      | 4,665.40       | 0.00         | 0.00    | 332,086.41    |     |
| 298            | 9/1/2037  | 5,928.22         | 4.500        | 1,245.32      | 4,682.90       | 0.00         | 0.00    | 327,403.51    |     |
| 299            | 10/1/2037 | 5,928.22         | 4.500        | 1,227.76      | 4,700.46       | 0.00         | 0.00    | 322,703.05    |     |

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 123456

**Borrower(s):** Benjamin Franklin and wife, Deborah Franklin

**Date:** 10/31/12

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

| Payment Period | Date      | Periodic Payment | Accrual Rate | Interest Paid | Principal Paid | Mortgage Ins | Buydown | Total Balance | LTV |
|----------------|-----------|------------------|--------------|---------------|----------------|--------------|---------|---------------|-----|
| 300            | 11/1/2037 | 5,928.22         | 4.500        | 1,210.14      | 4,718.08       | 0.00         | 0.00    | 317,984.97    |     |
| 301            | 12/1/2037 | 5,928.22         | 4.500        | 1,192.44      | 4,735.78       | 0.00         | 0.00    | 313,249.19    |     |
| 302            | 1/1/2038  | 5,928.22         | 4.500        | 1,174.68      | 4,753.54       | 0.00         | 0.00    | 308,495.65    |     |
| 303            | 2/1/2038  | 5,928.22         | 4.500        | 1,156.86      | 4,771.36       | 0.00         | 0.00    | 303,724.29    |     |
| 304            | 3/1/2038  | 5,928.22         | 4.500        | 1,138.97      | 4,789.25       | 0.00         | 0.00    | 298,935.04    |     |
| 305            | 4/1/2038  | 5,928.22         | 4.500        | 1,121.01      | 4,807.21       | 0.00         | 0.00    | 294,127.83    |     |
| 306            | 5/1/2038  | 5,928.22         | 4.500        | 1,102.98      | 4,825.24       | 0.00         | 0.00    | 289,302.59    |     |
| 307            | 6/1/2038  | 5,928.22         | 4.500        | 1,084.88      | 4,843.34       | 0.00         | 0.00    | 284,459.25    |     |
| 308            | 7/1/2038  | 5,928.22         | 4.500        | 1,066.72      | 4,861.50       | 0.00         | 0.00    | 279,597.75    |     |
| 309            | 8/1/2038  | 5,928.22         | 4.500        | 1,048.49      | 4,879.73       | 0.00         | 0.00    | 274,718.02    |     |
| 310            | 9/1/2038  | 5,928.22         | 4.500        | 1,030.19      | 4,898.03       | 0.00         | 0.00    | 269,819.99    |     |
| 311            | 10/1/2038 | 5,928.22         | 4.500        | 1,011.82      | 4,916.40       | 0.00         | 0.00    | 264,903.59    |     |
| 312            | 11/1/2038 | 5,928.22         | 4.500        | 993.39        | 4,934.83       | 0.00         | 0.00    | 259,968.76    |     |
| 313            | 12/1/2038 | 5,928.22         | 4.500        | 974.88        | 4,953.34       | 0.00         | 0.00    | 255,015.42    |     |
| 314            | 1/1/2039  | 5,928.22         | 4.500        | 956.31        | 4,971.91       | 0.00         | 0.00    | 250,043.51    |     |
| 315            | 2/1/2039  | 5,928.22         | 4.500        | 937.66        | 4,990.56       | 0.00         | 0.00    | 245,052.95    |     |
| 316            | 3/1/2039  | 5,928.22         | 4.500        | 918.95        | 5,009.27       | 0.00         | 0.00    | 240,043.68    |     |
| 317            | 4/1/2039  | 5,928.22         | 4.500        | 900.16        | 5,028.06       | 0.00         | 0.00    | 235,015.62    |     |
| 318            | 5/1/2039  | 5,928.22         | 4.500        | 881.31        | 5,046.91       | 0.00         | 0.00    | 229,968.71    |     |
| 319            | 6/1/2039  | 5,928.22         | 4.500        | 862.38        | 5,065.84       | 0.00         | 0.00    | 224,902.87    |     |
| 320            | 7/1/2039  | 5,928.22         | 4.500        | 843.39        | 5,084.83       | 0.00         | 0.00    | 219,818.04    |     |
| 321            | 8/1/2039  | 5,928.22         | 4.500        | 824.32        | 5,103.90       | 0.00         | 0.00    | 214,714.14    |     |
| 322            | 9/1/2039  | 5,928.22         | 4.500        | 805.18        | 5,123.04       | 0.00         | 0.00    | 209,591.10    |     |
| 323            | 10/1/2039 | 5,928.22         | 4.500        | 785.97        | 5,142.25       | 0.00         | 0.00    | 204,448.85    |     |
| 324            | 11/1/2039 | 5,928.22         | 4.500        | 766.68        | 5,161.54       | 0.00         | 0.00    | 199,287.31    |     |
| 325            | 12/1/2039 | 5,928.22         | 4.500        | 747.33        | 5,180.89       | 0.00         | 0.00    | 194,106.42    |     |
| 326            | 1/1/2040  | 5,928.22         | 4.500        | 727.90        | 5,200.32       | 0.00         | 0.00    | 188,906.10    |     |
| 327            | 2/1/2040  | 5,928.22         | 4.500        | 708.40        | 5,219.82       | 0.00         | 0.00    | 183,686.28    |     |
| 328            | 3/1/2040  | 5,928.22         | 4.500        | 688.82        | 5,239.40       | 0.00         | 0.00    | 178,446.88    |     |
| 329            | 4/1/2040  | 5,928.22         | 4.500        | 669.18        | 5,259.04       | 0.00         | 0.00    | 173,187.84    |     |
| 330            | 5/1/2040  | 5,928.22         | 4.500        | 649.45        | 5,278.77       | 0.00         | 0.00    | 167,909.07    |     |
| 331            | 6/1/2040  | 5,928.22         | 4.500        | 629.66        | 5,298.56       | 0.00         | 0.00    | 162,610.51    |     |
| 332            | 7/1/2040  | 5,928.22         | 4.500        | 609.79        | 5,318.43       | 0.00         | 0.00    | 157,292.08    |     |
| 333            | 8/1/2040  | 5,928.22         | 4.500        | 589.85        | 5,338.37       | 0.00         | 0.00    | 151,953.71    |     |
| 334            | 9/1/2040  | 5,928.22         | 4.500        | 569.83        | 5,358.39       | 0.00         | 0.00    | 146,595.32    |     |
| 335            | 10/1/2040 | 5,928.22         | 4.500        | 549.73        | 5,378.49       | 0.00         | 0.00    | 141,216.83    |     |
| 336            | 11/1/2040 | 5,928.22         | 4.500        | 529.56        | 5,398.66       | 0.00         | 0.00    | 135,818.17    |     |
| 337            | 12/1/2040 | 5,928.22         | 4.500        | 509.32        | 5,418.90       | 0.00         | 0.00    | 130,399.27    |     |
| 338            | 1/1/2041  | 5,928.22         | 4.500        | 489.00        | 5,439.22       | 0.00         | 0.00    | 124,960.05    |     |
| 339            | 2/1/2041  | 5,928.22         | 4.500        | 468.60        | 5,459.62       | 0.00         | 0.00    | 119,500.43    |     |
| 340            | 3/1/2041  | 5,928.22         | 4.500        | 448.13        | 5,480.09       | 0.00         | 0.00    | 114,020.34    |     |
| 341            | 4/1/2041  | 5,928.22         | 4.500        | 427.58        | 5,500.64       | 0.00         | 0.00    | 108,519.70    |     |
| 342            | 5/1/2041  | 5,928.22         | 4.500        | 406.95        | 5,521.27       | 0.00         | 0.00    | 102,998.43    |     |
| 343            | 6/1/2041  | 5,928.22         | 4.500        | 386.24        | 5,541.98       | 0.00         | 0.00    | 97,456.45     |     |
| 344            | 7/1/2041  | 5,928.22         | 4.500        | 365.46        | 5,562.76       | 0.00         | 0.00    | 91,893.69     |     |
| 345            | 8/1/2041  | 5,928.22         | 4.500        | 344.60        | 5,583.62       | 0.00         | 0.00    | 86,310.07     |     |
| 346            | 9/1/2041  | 5,928.22         | 4.500        | 323.66        | 5,604.56       | 0.00         | 0.00    | 80,705.51     |     |
| 347            | 10/1/2041 | 5,928.22         | 4.500        | 302.65        | 5,625.57       | 0.00         | 0.00    | 75,079.94     |     |
| 348            | 11/1/2041 | 5,928.22         | 4.500        | 281.55        | 5,646.67       | 0.00         | 0.00    | 69,433.27     |     |

Periodic Amortization Schedule

# PERIODIC AMORTIZATION SCHEDULE

Loan # 123456

**Borrower(s):** Benjamin Franklin and wife, Deborah Franklin

**Date:** 10/31/12

**Mailing Address:** 1111 Church Road, Keller, TX 76248

**Property Address:** 1111 Church Road, Keller, TX 76248

| Payment<br>Period | Date      | Periodic<br>Payment | Accrual<br>Rate | Interest<br>Paid | Principal<br>Paid | Mortgage<br>Ins | Buydown | Total<br>Balance | LTV |
|-------------------|-----------|---------------------|-----------------|------------------|-------------------|-----------------|---------|------------------|-----|
| 349               | 12/1/2041 | 5,928.22            | 4.500           | 260.37           | 5,667.85          | 0.00            | 0.00    | 63,765.42        |     |
| 350               | 1/1/2042  | 5,928.22            | 4.500           | 239.12           | 5,689.10          | 0.00            | 0.00    | 58,076.32        |     |
| 351               | 2/1/2042  | 5,928.22            | 4.500           | 217.79           | 5,710.43          | 0.00            | 0.00    | 52,365.89        |     |
| 352               | 3/1/2042  | 5,928.22            | 4.500           | 196.37           | 5,731.85          | 0.00            | 0.00    | 46,634.04        |     |
| 353               | 4/1/2042  | 5,928.22            | 4.500           | 174.88           | 5,753.34          | 0.00            | 0.00    | 40,880.70        |     |
| 354               | 5/1/2042  | 5,928.22            | 4.500           | 153.30           | 5,774.92          | 0.00            | 0.00    | 35,105.78        |     |
| 355               | 6/1/2042  | 5,928.22            | 4.500           | 131.65           | 5,796.57          | 0.00            | 0.00    | 29,309.21        |     |
| 356               | 7/1/2042  | 5,928.22            | 4.500           | 109.91           | 5,818.31          | 0.00            | 0.00    | 23,490.90        |     |
| 357               | 8/1/2042  | 5,928.22            | 4.500           | 88.09            | 5,840.13          | 0.00            | 0.00    | 17,650.77        |     |
| 358               | 9/1/2042  | 5,928.22            | 4.500           | 66.19            | 5,862.03          | 0.00            | 0.00    | 11,788.74        |     |
| 359               | 10/1/2042 | 5,928.22            | 4.500           | 44.21            | 5,884.01          | 0.00            | 0.00    | 5,904.73         |     |
| 360               | 11/1/2042 | 5,926.87            | 4.500           | 22.14            | 5,904.73          | 0.00            | 0.00    | 0.00             |     |



**AFTER RECORDING, RETURN TO:**  
**ABC Bank**  
**2310 W Interstate 20, 100**  
**Arlington, TX 76017**  
**Ambra Costner**

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

## **Loan Modification Agreement**

### **(Providing for Fixed Interest Rate)**

**Loan # 123456**

This Loan Modification Agreement ("Agreement"), made this **Thirty-first** day of **October, 2012**, between **Benjamin Franklin and wife, Deborah Franklin** ("Borrower") and **ABC Bank** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **May 23, 2011** and recorded in **Instrument # D212141756** on **May 20, 2011**, of the real property records of **Tarrant County, Texas** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**1111 Church Road, Keller, TX 76248**  
(Property Address)

the real property described being set forth as follows:

**LOT 1, BLOCK A, UPTOWN ESTATES, AN ADDITION TO THE CITY OF KELLER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1111, PAGE 1111, PLAT RECORDS, TARRANT COUNTY, TEXAS.**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **October 31, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$1,170,000.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.500%**, from **October 31, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$5,928.22**, beginning on the **First** day of **December, 2012**, and continuing thereafter on the same day of each succeeding month

until principal and interest are paid in full. The yearly rate of **4.500%** will remain in effect until principal and interest are paid in full. If on **November 1, 2042** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in

whole or in part of the Note and Security Instrument.

- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

\_\_\_\_\_  
Signature Date  
**Benjamin Franklin**

\_\_\_\_\_  
Signature Date  
**Deborah Franklin**

*[Sign Originals Only]*

**ABC Bank**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
**Benjamin Franklin and Deborah Franklin.**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_ **of ABC Bank, on behalf of said federal savings bank.**

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

## Renewal and Extension Addendum to Modification Agreement

This Loan Modification Agreement is a “written extension” as provided by Section 16.036 of the Texas Civil Practice and Remedies Code. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the indebtedness evidenced by the Note, as renewed, modified and extended hereby, has been fully paid. Lender and the Borrower acknowledge and agree that such extension, renewal, amendment, modification or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Loan Modification Agreement being simply to extend, modify, amend or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests acknowledged by the Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. The Borrower hereby expressly waives the benefit of any and all statutes of limitation which might otherwise inure to Borrower’s benefit, or be in any way applicable to Borrower’s obligations under the terms of any and all instruments described herein.

Executed to be effective \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Benjamin Franklin**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Deborah Franklin**

*[Sign Originals Only]*

Lender: **ABC Bank**  
Borrower: **Benjamin Franklin and wife, Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

### **First Payment Letter and Mailing Address Certification**

**Loan # 123456**

Your first payment will be due **December 1, 2012**.

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 **\$7,206.25**, totaled from these payment elements:

| <b>Description</b>      | <b>Amount</b>     |
|-------------------------|-------------------|
| Principal and Interest: | \$5,928.22        |
| taxes and insurance     | \$0.00            |
| Homeowner's insurance:  | \$163.63          |
| County Property Tax:    | \$1,114.40        |
| <b>Total:</b>           | <b>\$7,206.25</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.

---

Signature

**Benjamin Franklin**

Date

---

Signature

**Deborah Franklin**

Date

*[Sign Originals Only]*

**TEMPORARY PAYMENT COUPON**

**1st Payment**

**Loan # 123456**      **PAYMENT AMOUNT \$7,206.25**      **PAYMENT DUE DATE: 12/1/2012**  
**BORROWER'S NAME: Benjamin Franklin and wife, Deborah Franklin**  
**PROPERTY ADDRESS: 1111 Church Road, Keller, Texas 76248**

**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**  
**Arlington, TX 76017**

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

**TEMPORARY PAYMENT COUPON**

**2nd Payment**

**Loan # 123456**      **PAYMENT AMOUNT \$7,206.25**      **PAYMENT DUE DATE: 01/1/2013**  
**BORROWER'S NAME: Benjamin Franklin and wife, Deborah Franklin**  
**PROPERTY ADDRESS: 1111 Church Road, Keller, Texas 76248**

**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**  
**Arlington, TX 76017**

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

**TEMPORARY PAYMENT COUPON**

**3rd Payment**

**Loan # 123456**      **PAYMENT AMOUNT \$7,206.25**      **PAYMENT DUE DATE: 02/1/2013**  
**BORROWER'S NAME: Benjamin Franklin and wife, Deborah Franklin**  
**PROPERTY ADDRESS: 1111 Church Road, Keller, Texas 76248**

**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**  
**Arlington, TX 76017**

Lender: **ABC Bank**  
Borrower: **Benjamin Franklin and wife, Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

## Appraisal Receipt

**Loan # 123456**  
**Loan Officer: na**

I/We, the undersigned Borrower(s), hereby certify that I/we have received, reviewed and approved a copy of the appraisal dated **10/09/2012**

prepared by **Appraisal Group**.

(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 \_\_\_\_\_  
**Benjamin Franklin**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**Deborah Franklin**

*[Sign Originals Only]*



Lender: **ABC Bank**  
Borrower: **Benjamin Franklin and wife, Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

## **Attorney Representation Notice**

**Loan # 123456**

**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.

**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.

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

\_\_\_\_\_  
Signature Date  
**Benjamin Franklin**

\_\_\_\_\_  
Signature Date  
**Deborah Franklin**

*[Sign Originals Only]*

**Attorney Rep Notice**



Lender: **ABC Bank**  
Borrower: **Benjamin Franklin and wife, Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

## **Borrower's Closing Affidavit**

**Loan # 123456**

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 **Benjamin Franklin and wife, Deborah Franklin**

**"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 **October 31, 2012**, signed by Borrower in favor of Lender.

**"Property"** means the property commonly known as **1111 Church Road, Keller, Texas 76248**.

**"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 **Busy Bee Title**.

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  
**Benjamin Franklin**

\_\_\_\_\_  
Signature Date  
**Deborah Franklin**

*[Sign Originals Only]*

SUBSCRIBED AND SWORN TO BEFORE ME on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **Benjamin Franklin and Deborah Franklin.**

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

Lender: **ABC Bank**  
Borrower: **Benjamin Franklin and wife, Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

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

**Loan # 123456**

|   |   |
|---|---|
| Applicant(s) name(s) / Address(es) ("You", "Your")<br><b>Benjamin Franklin and wife, Deborah Franklin</b><br><br><b>1111 Church Road</b><br><b>Keller, TX 76248</b> | Lenders name / Address ("We", "Us")<br><b>ABC Bank</b><br><b>2310 W Interstate 20, 100</b><br><b>Arlington, Texas 76017</b> |
|---|---|

DATE: **October 31, 2012**

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  
**Benjamin Franklin**

\_\_\_\_\_  
Signature Date  
**Deborah Franklin**

*[Sign Originals Only]*

Lender: ABC Bank  
Borrower: Benjamin Franklin and wife, Deborah Franklin  
Property: 1111 Church Road, Keller, Texas 76248

## Document Correction Agreement

Loan # 123456

**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).

---

Signature

Date

**Benjamin Franklin**

---

Signature

Date

**Deborah Franklin**

*[Sign Originals Only]*

---

**Document Correction Agreement**

Lender: **ABC Bank**  
Borrower: **Benjamin Franklin and wife, Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

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

**Loan # 123456**

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 **Thirty-first** day of **October, 2012**.

Signature

Date

**Benjamin Franklin**

Signature

Date

**Deborah Franklin**

*[Sign Originals Only]*

STATE OF TEXAS

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **Benjamin Franklin and Deborah Franklin**.

Notary Public

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

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

Lender: **ABC Bank**  
Borrower: **Benjamin Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

## **Name Affidavit**

**Loan # 123456**

In reference to the above-described loan transaction, I the undersigned, and being named party in the loan documents for said transaction, on oath do swear that I am one and the same person as:

\_\_\_\_\_  
Signature **Benjamin Franklin** Date

*[Sign Originals Only]*

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

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

Lender: **ABC Bank**  
Borrower: **Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

## **Name Affidavit**

**Loan # 123456**

In reference to the above-described loan transaction, I the undersigned, and being named party in the loan documents for said transaction, on oath do swear that I am one and the same person as:

\_\_\_\_\_  
Signature Date  
**Deborah Franklin**

*[Sign Originals Only]*

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

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

Lender: **ABC Bank**  
Borrower: **Benjamin Franklin and wife, Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

## Notice of No Oral Agreements

**Loan # 123456**  
**Loan Officer: na**

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

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

**Receipt of Notice:** The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

\_\_\_\_\_  
Signature Date  
**Benjamin Franklin**

\_\_\_\_\_  
Signature Date  
**Deborah Franklin**

*[Sign Originals Only]*

Lender: **ABC Bank**  
Borrower: **Benjamin Franklin and wife, Deborah Franklin**  
Property: **1111 Church Road, Keller, Texas 76248**

## **Collateral Protection Insurance Notice (Texas)**

**Loan # 123456**  
**Loan Officer: na**

Pursuant to Texas law (Tex. Finance Code § 307.052), Lender is required to give the following notice at the time the credit agreement is executed.

You have entered into a credit agreement that requires you to maintain Collateral Protection Insurance for the above property. As part of this agreement, you are required to:

1. **Keep the collateral insured against damage in the amount the Lender specifies;**
2. **Purchase the insurance from an insurer that is authorized to do business in this state or an eligible surplus lines insurer;**
3. **Name Lender as the party to be paid under the policy in the event of a loss; and**
4. **If required by Lender, deliver to Lender a copy of the policy and proof of the payment of premiums.**

If you fail to meet any requirement listed above, Lender may obtain Collateral Protection Insurance on your behalf and at your expense.

### **ACKNOWLEDGMENT**

I/We hereby acknowledge receipt of this Collateral Protection Insurance Notice and further acknowledge that I/we understand its provisions.

\_\_\_\_\_  
Signature **Benjamin Franklin** Date

\_\_\_\_\_  
Signature **Deborah Franklin** Date

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

OMB No. 1545-1872

**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.<br><b>Benjamin Franklin</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<br><b>Deborah Franklin</b>  | <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)<br><b>Benjamin Franklin - 1111 Church Road, Keller, TX 76248</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.<br><b>ABC Bank Its Successors and/or Assigns, 2310 W Interstate 20, 100, Arlington, TX 76017</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.

|                  |   |      |   |
|------------------|---|------|---|
| <b>Sign Here</b> | <b>Signature</b> (see instructions)   | Date | Telephone number of taxpayer on line 1a or 2a<br>( ) (817) 410-8765 |
|                  | <b>Title</b> (if line 1a above is a corporation, partnership, estate, or trust) |      |   |
|                  | <b>Spouse's signature</b>   | Date |   |
|                  |   |      |   |



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

## What's New

The IRS has created a page on 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 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<br>Stop 6716 AUSC<br>Austin, TX 73301<br><br>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<br>Stop 37106<br>Fresno, CA 93888<br><br>559-456-5876         |
| Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania,   | RAIVS Team<br>Stop 6705 P-6<br>Kansas City, MO 64999<br><br>816-292-6102 |

Rhode Island, South 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<br>P.O. Box 9941<br>Mail Stop 6734<br>Ogden, UT 84409<br><br><br><br><br><br><br><br><br><br>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<br>P.O. Box 145500<br>Stop 2800 F<br>Cincinnati, OH 45250<br><br><br><br><br><br><br><br><br><br>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.

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.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Benjamin Franklin**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☒ Individual/sole proprietor    ☐ C Corporation    ☐ S Corporation    ☐ Partnership    ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

**1111 Church Road**

City, state, and ZIP code

**Keller, TX 76248**

Requester's name and address (optional)

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.

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

**Social security number**

|  |  |  |  |   |  |  |  |   |  |  |  |  |
|--|--|--|--|---|--|--|--|---|--|--|--|--|
|  |  |  |  | - |  |  |  | - |  |  |  |  |
|--|--|--|--|---|--|--|--|---|--|--|--|--|

**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.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

### 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)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br>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.

## Request for Taxpayer Identification Number and Certification

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

|   |   |  |
|---|---|--|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)<br><b>Deborah Franklin</b>  |  |
|   | Business name/disregarded entity name, if different from above  |  |
|   | Check appropriate box for federal tax classification:<br><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<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  |
|   | <input type="checkbox"/> Exempt payee   |  |
|   | Address (number, street, and apt. or suite no.)<br><b>1111 Church Road</b><br>City, state, and ZIP code<br><b>Keller, TX 76248</b>  |  |
| List account number(s) here (optional)                |   |  |
| Requester's name and address (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.

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

|                        |  |  |  |   |  |  |  |  |
|------------------------|--|--|--|---|--|--|--|--|
| Social security number |  |  |  |   |  |  |  |  |
|                        |  |  |  | - |  |  |  |  |

|                                |  |  |  |   |  |  |  |  |
|--------------------------------|--|--|--|---|--|--|--|--|
| Employer identification number |  |  |  |   |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶ |
|------------------|----------------------------|--------|

### 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br>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.

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