

Member FDIC • Equal Housing Lender

#### (201) 862-0660

#### THIS PACKAGE CONTAINS THE FOLLOWING FORMS:

Mortgage Loan Application	Disclosure of Application and Processing Fees
Contact Information Form	Subject Property Information Form
Authorization to Release Information	E-Sign Disclosure Form
Authorization to Charge Account	Your Home Loan Toolkit
Patriot Act Compliance Notice	Adjustable-Rate Mortgage (ARM) CHARM Booklet
Adjustable-Rate Mortgage (ARM) Disclosure	Key Questions to Ask About Your Mortgage
Mortgage Loan Originator Information Page	Privacy Notice
List of Creditors to be Paid	

# It is important that you provide all of the requested information. The application is not complete and cannot be accepted without all requested information.

Commencing April 16, 2024 mortgage applications will be processed as follows:

#### (1) **Credit Report Fee:**

Credit Report Fee:		
Single	\$48.15	
Joint	\$96.30	

Additional Borrower(s) add \$39.69 for single and \$79.39 for joint.

When submitting the application, please alert the Bank if your credit is currently frozen or additional fees may apply.

#### (2) Application Fee:

\$450\*

\*Inclusive in the application fee - flood search, attorney review, IRS Transcript fee and underwriting fee.

#### (3) Appraisal Fee: Single Family / Condo / Townhouse - \$400 - \$610

Appraisal fee for 2-4 family or property values over \$1,000,000 may be higher,

Appraisal fee for condos or townhouses may be higher due to questionnaire fees the homeowners association might charge and is required to complete appraisal.

- (4) **Origination Fee:** \$995 (collected at closing)
- (5) Your application will not continue to be processed unless we receive your signed disclosures and Intent to Proceed.
- (6) Your rate will be automatically locked upon receipt of a completed application, at no charge, for 60 days. After that your rate will be floating and will lock 7 days prior to closing. The application will take approximately 3 weeks to process.
- (7) You will need an attorney licensed to practice in NEW JERSEY to close the loan. Upon approval your attorney will have 60 days from the date of application to close the loan.
- (8) Applications will be accepted for processing within the areas of Atlantic, Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union and Warren counties.

(9) Automatic Checking Transfer Option - YES \_\_\_\_\_ NO \_\_\_\_\_

(10) The maximum mortgage offered is a percentage of the sales price or appraised value, whichever is lower. <u>The maximum LTV limits for</u> <u>Fixed Rate or Adjustable Rate Mortgages are as follows:</u>

<u>Owner Occupied 1-4 family</u>: Conforming and Super Conforming: Jumbo: Condominiums or Townhouses: Investment properties:

80% max LTV up to \$1,149,825 80% max LTV up to \$2,000,000 Reduce the stated LTV's by 5%; Reduce the stated LTV's by 10%.

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- (11) All loans that do not have a minimum of an 80% LTV on a 1-4 family dwelling will require PMI and will adhere to current PMI company guidelines. For loans requiring PMI, the bank will require 10% down payment on loans up to Conforming and Super Conforming limits. Loan amounts above those limits are not eligible for PMI.
- (12) We require income verification on our loans. The present gross income test is 43% for loans up to \$1,149,825 and 38% for loans over \$1,149,825. Real estate taxes and credit obligations are included.
- (13) Please contact the Mortgage Department for Multi Family (3-4 Units). The loan to value ratio, the maximum loan amount and the appraisal cost of 3 and 4 family home loans will be quoted on a case-by-case basis.
- (14) If the mortgaged property is located within an area that is designated as being subject to a special flood hazard by the Federal Government, flood insurance coverage must be provided in an amount to cover all liens on the properties or the maximum amount of coverage available. This policy must be presented prior to closing. Failure to comply with the above is in violation of the Flood Disaster Protection Act of 1973-P.L. 93-23. By regulation, we must escrow for flood insurance premiums.
- (15) Please note that deposits and loans cannot be verified if you fail to provide a complete and accurate account number and mailing address.
- (16) If your present address or current employer is less than two years, you must provide the Bank with your previous address or previous employment.

#### **ADDITIONAL REQUIREMENTS:**

- a) **Contracts of Sale:** A fully executed copy of the Purchase Sales Contract <u>must</u> be submitted with your application unless this is for the purpose of refinancing your present mortgage. If the proceeds of the sale of your present residence will be required to affect the purchase of the subject property, a copy of the fully executed Contract of Sale for your present residence must be submitted with your application. If such a contract has not been executed, details of the provisions made for the Bridge Financing must be provided at the time of application.
- b) Proof of Income Requirements: Previous two (2) years W-2's along with two (2) consecutive most recent pay stubs including YTD earnings for each borrower and signed copies of your previous two (2) years' FEDERAL INCOME TAX returns with all attached schedules <u>must</u> accompany your application.
- c) Condominiums: Should be FNMA (Fannie Mae) and/or FHLMC (Freddie Mac) approved. A copy of the Master Deed will be required.
- d) Asset Verification: For all asset accounts, we will require account statements for the most recent three consecutive months.

Application and required papers can be dropped off or mailed to any of the above locations. Documents can also be securely uploaded to Bogota Savings Bank, ask your loan officer for details. All of the above items must accompany the application in order to process your loan. Any missing items will delay the processing procedure.

For current rate information or to apply online please visit us at; <u>www.bogotasavingsbank.com</u> If we may assist you in any way in completing this application, please contact the Mortgage Department at (201) 862-0660. NMLS ID# 630150



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#### DISCLOSURE OF APPLICATION AND FEES 1st Mortgage

There are costs and fees which will be charged in connection with applying for a mortgage loan. The purpose of this disclosure document is to provide you with information as to these costs and fees and an explanation as to the circumstances which will entitle you to a refund of all or some of the costs and fees. This disclosure does not include all anticipated closing costs.

#### 1. Fees and Costs:

Credit Report Fee:	
Single	\$48.15
Joint (Additional Borrower(s) add \$48.15 for single and \$96.30 fo	\$96.30 r joint.)
Underwriting Fee:	\$69.00 - \$119.00
Attorney Review Fee:	\$300.00 - \$350.00
Flood Hazard Search:	\$13.00
IRS Tax Return Transcript Fee:	\$18.00
Application Fee (Total)	\$450.00 + Credit Report Fee
Appraisal Fee (Single Family / Condo / Townhouses):	\$400.00 - \$610.00

Appraisal fees for 2-4 family or property values over \$1,000,000 may be higher

Appraisal fee for condos or townhouses may be higher due to questionnaire fees the homeowners' association might charge and is required to complete appraisal.

We may order an appraisal to determine the value of the collateral property and charge you for this appraisal. We will promptly provide you with a copy of the appraisal even if the loan does not close. You can pay for an additional appraisal for your use at your own cost.

#### **Origination Fee Collected At Closing:**

<u>\$995.</u>00

2. If this loan is a refinance of your primary residence, your loan will be subject to the rescission provisions of Federal Regulation Z (about which you will receive additional disclosures). If you rescind within the time period permitted by Regulation, you will be entitled to a refund of fees, except the Underwriting fee and fees paid to a third party.

#### 3. Borrower Obligations

By signing below, you agree that you or your agent(s) will:

- A. provide requested information and/or documentation within the required time frame and in the manner we specify; and
- B. provide accurate and complete information which corresponds with all other information and/or documentation supplied by you or your agent(s).

In the event your loan is approved and a commitment is issued, you or your agent(s) must:

- C. produce on or before the date we specify all documentation requested in the commitment or closing instructions; and
- D. be ready, willing and able to close your loan on or before the date we specify.

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Your agent(s) include, but are not limited to your attorney, Settlement Agent, title company, surveyor, insurer, employer (current or previous), creditor, depository institution, and any other providers of documentation or information which is material to the processing or closing of your loan and who is not the responsibility of the lender.

- 4. If you have questions, comments or complaints, you may put them in writing addressed to:
  - Mortgage Department Bogota Savings Bank 819 Teaneck Road Teaneck, NJ 07666

#### ACKNOWLEDGEMENT:

This Application Disclosure is intended to supplement other federally required disclosures you will receive such as the Loan Estimate, Notice to Home Loan Applicant and Addendum to Loan Application. These other disclosures describe certain material aspects of your loan. Please review these documents carefully.

I understand, acknowledge, and agree that the Lender and Other Loan Participants can obtain, use and share tax return information for purposes of (i) providing an offer; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws. The Lender includes the Lender's affiliates, agents, service providers and any of aforementioned parties' successors and assigns. The Other Loan Participants includes any actual or potential owners of a loan resulting from your loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties' successors and assigns.

In addition, this constitutes neither an approval of your loan nor a commitment by us to make you a loan. By signing below, I hereby acknowledge that I have received a copy of this Application Disclosure.

Applicant Signature

Applicant Signature

Date

Date

#### AUTHORIZATION TO RELEASE INFORMATION

- 1. I/We have applied for a mortgage loan from Bogota Savings Bank (Lender). As part of the application process, Bogota Savings Bank (Lender) and the mortgage guaranty insurer (if any) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
- 2. I/We authorize you to provide Bogota Savings Bank (Lender) and any investor to whom Bogota Savings Bank (Lender) may sell my mortgage and the mortgage guaranty insurer (if any) any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income, bank, money market, and similar account balances, credit history, and copies of income tax returns.
- 3. Bogota Savings Bank (Lender) or any investor that purchases the mortgage or the mortgage guaranty insurer (if any) may address this authorization to any party named in the loan application.
- 4. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make false statements when applying for this mortgage as applicable under provisions of Title 18, United States Code, Section 1014.
- 5. A copy of the authorization may be accepted as an original.

Signature of Applicant

Social Security Number

Signature of Applicant

Social Security Number

Date

(201) 862-0660



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## **AUTHORIZATION TO CHARGE ACCOUNT**

This will authorize Bogota Savings Bank to automatically withdraw from our Bogota Savings Bank Checking Account #\_\_\_\_\_, and apply to Loan #\_\_\_\_\_, the amount due on the 1<sup>st</sup> of each month.

Please be sure funds are deposited early enough to be available on the 1<sup>st</sup> of each month, but no later than the 15<sup>th</sup>. If funds are not available, we are aware we will incur a late charge fee.

Signature

Date

Signature

Date

Rev. 04/24



Application will not be processed unless <u>ALL</u> information is completed.

## **Uniform Residential Loan Application**

Verify and complete the information on this application. If you are applying for this loan with others, each additional Borrower must provide information as directed by your Lender.

Agency Case No.

Section 1: Borrower Information. This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

1a. Personal Information	
Name (First, Middle, Last, Suffix)	Social Security Number
<b>Alternate Names</b> – List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix)	Date of Birth       Citizenship         (mm/dd/yyyy)       O U.S. Citizen        //       O Permanent Resident Alien         O Non-Permanent Resident Alien
Type of Credit O I am applying for individual credit. O I am applying for joint credit. Total Number of Borrowers: Each Borrower intends to apply for joint credit. Your initials:	<b>List Name(s) of Other Borrower(s) Applying for this Loan</b> (First, Middle, Last, Suffix) – Use a separator between names
Marital Status       Dependents (not listed by another Borrower)         O       Married       Number	Contact Information         Home Phone ()         Cell Phone ()         Work Phone ()         Email
Current Address Street City	
How Long at Current Address? Years Months Housing O No	
If at Current Address for LESS than 2 years, list Former Address	Does not apply Unit # Unit # State ZIP Country
	primary housing expense O Own O Rent (\$/month)
Mailing Address – if different from Current Address Does not apply Street City	Unit # StateZIPCountry
1b. Current Employment/Self-Employment and Income	s not apply
Employer or Business Name	Phone ( ) _ Gross Monthly Income
Street	Unit # Base \$/month
City State ZIP	Country Overtime \$/month Bonus \$honth
	this statement applies: Commission \$ /month
proper	nployed by a family member, ty seller, real estate agent, or other Military
	o the transaction. Entitlements \$/month
Check if you are the Business O I have an ownership share of less that Owner or Self-Employed I have an ownership share of 25% or	An 25%.         Monthly Income (or Loss)         Other         \$/month           more.         \$         TOTAL \$0.00/month

1c. IF APPLICABLE, Complete Information for Additio	onal Employmen	Employment/Self-Employment and Income			Does not apply		
Employer or Business Name		Phone ( ) –	Gross Mo	onthly li	ncome		
Street		Unit #	Base	\$	/month		
City State	ZIP	Country	Overtime	\$	/month		
			Bonus	\$	/month		
Position or Title		Check if this statement applies:		n \$	/month		
Start Date / (mm/dd/yyyy)         How long in this line of work? Years Months	proper	mployed by a family member, rty seller, real estate agent, or other to the transaction.	Military Entitlemen		/month		
Check if you are the Business O I have an ownershi Owner or Self-Employed O I have an ownershi			Other TOTAL \$	\$	/month 0.00/month		

1d. IF APPLICABLE, Complete Information for Previo	ous Employment/Self-Employment and Income	

Does not apply

Provide at least 2 years of current and previous employment and income.

Employer or Business Name							Previous Gross Month	ly
Street						Unit #	Income \$	_/month
City State			State	ZIP	Country			
Position or Title								
Start Date / / (mm/dd/yyyy)			Check if you were the Business Owner or Self-Employed					
End Date	/	_/	(mm/dd/yyyy)		Ownerd	or Self-Employed		

1e. Income from Oth	er Sources 🛛 🗌 D	oes not apply			
Include income from c • Alimony • Automobile Allowance • Boarder Income • Capital Gains	•ther sources below. I • Child Support • Disability • Foster Care • Housing or Parsonage	Jnder Income Source, choose f • Interest and Dividends • Mortgage Credit Certificate • Mortgage Differential Payments	from the sources list • Notes Receivable • Public Assistance • Retirement (e.g., Pension, IRA)	ed here: • Royalty Payments • Separate Maintena • Social Security • Trust	Unemployment     Benefits     VA Compensatior     Other
<b>NOTE:</b> Reveal alimony, c for this loan.	hild support, separate n	naintenance, or other income ON	LY IF you want it consid	dered in determining y	our qualification
Income Source – use lis	t above		··· · · · · · · ·		Monthly Income
<u></u>					\$
			······		\$
					\$
			Provide TO	TAL Amount Here	\$ 0.00

# Section 2: Financial Information — Assets and Liabilities. This section asks about things you own that are worth money and that you want considered to qualify for this loan. It then asks about your liabilities (or debts) that you pay

each month, such as credit cards, alimony, or other expenses.

eds • Trust Account ment • Cash Value of Life Insurance (used for the transaction) Cash or Market Value \$ \$ \$ \$ \$ \$ Amount Here \$ 0.00
\$ \$ \$ \$ Amount Here \$ 0.00
\$ \$ \$ Amount Here \$ 0.00
\$ \$ \$ Amount Here \$ 0.00
\$ \$ Amount Here \$ 0.00
\$ Amount Here \$ 0.00
Amount Here \$ 0.00
hava
Relocation Funds     Sweat Equity     Frade Equity     Trade Equity
Cash or Market Value
\$
\$
\$
\$
Amount Here \$ 0.00
_

Account Type – use list above	Company Name	Account Number	Unpaid Balance	To be paid off at or before closing	Monthly Payment
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

2d. Other Liabilities and Expenses

Does not apply

Include all other liabilities and expenses below. Choose from the types listed here:								
• Alimony	Child Support	Separate Maintenance     Job Related Expense	• Other	Monthly Payment				
				\$				
				\$				
				\$				

**Borrower Name:** Uniform Residential Loan Application Freddie Mac Form 65 • Fannie Mae Form 1003 Effective 1/2021

# Section 3: Financial Information — Real Estate. This section asks you to list all properties you currently own and what you owe on them. □ I do not own any real estate

3a. Property You Own If you are refinancing, list the property you are refinancing FIRST.											
Address	Street									Unit	#
	City						Stat	e ZIP		Countr	у
Pend		Status	us: Sold, Intended Occupancy:			ly Insurance,Taxes,	For 2-4 Unit Primary or Investment		nent Property		
		Pending Sale, or Retained		Investment, Primary Residence, Second Home, Other		"not net a data in monthing		Monthly Renta Income	al	For LENDER to calculate: Net Monthly Rental Income	
\$				\$		\$		\$			
Mortgage	Loans o	on this P	roperty	🗌 Does no	ot apply					- Internet	
Creditor Name		Account Number		Monthly Mortgage Payment		Unpaid Balance	To be paid off at or before closing	Con	<b>e:</b> FHA, VA, ventional, 0A-RD, Other	<b>Credit Limit</b> (if applicable)	
					\$		\$				\$
					\$		\$				\$

3b. IF AP	PPLICAB	LE, Complete In	formation for <i>i</i>	Additiona	Property	🗌 Does not ap	oply		
Address	Street							Unit	:#
	City					State	e ZIP	Count	ry
Property Value		Status: Sold,	Intended Oc			Insurance, Taxes,	For 2-4 Unit	Primary or Invest	ment Property
		Pending Sale, or Retained	Investment, F Residence, Se Home, Other	cond	1	<b>on Dues, etc.</b> Ided in Monthly Payment	Monthly Renta Income		For LENDER to calculate: Net Monthly Rental Income
\$					\$		\$	\$	
Mortgage	Loans c	on this Property	Does no	t apply			-I	a transformation and a part of an and a second s	
Creditor Name		Accourt	t Number	Month Mortga	age	Unpaid Balanco	To be paid off at	<b>Type:</b> FHA, VA, Conventional,	Credit Limit

Creditor Name	Account Number	Mortgage Payment Unpaid Balance		Conventional, USDA-RD, Other	<b>Credit Limit</b> (if applicable)
		\$	\$		\$
		\$	\$		\$

Address	Street									Unit	#	
	City						Stat	e ZIP		Country		
		Statu	<b>is:</b> Sold,	Intended Oc		Month	ly Insurance, Taxes	For 2-4 Unit I	Primary	or Investr	nent Property	
Property Value		Pend	ing Sale, tained	Residence, Se	Investment, Primary Residence, Second Home, Other		<b>ation Dues, etc.</b> cluded in Monthly ge Payment	Monthly Renta Income		For LENDER to calculate Net Monthly Rental Incon		
\$			\$		\$	\$						
Mortgage I	Loans o	n this	Property	🗌 Does no	ot apply			- <b>k</b>	<b>I</b> .	<u></u>		
Creditor Na	ame		Account	Number	Month Mortga Payme	age	Unpaid Balance	To be paid off at or before closing	Conve	FHA, VA, entional, -RD, Other	<b>Credit Limit</b> (if applicable)	
					\$		\$				\$	
					\$		\$				\$	

# Section 4: Loan and Property Information. This section asks about the loan's purpose and the property you

want to purchase or refinance.

4a. Loan and Pro	perty Information					
Loan Amount \$		Loan Purpose	O Purchase	O Refinance	Other (specify)	
Property Address	Street					Unit #
	City			State	ZIP	County
	Number of Units	Property Valu	ue \$			
Occupancy	O Primary Residence	O Second Ho	me O In	vestment Proper	ty FHA Second	dary Residence 🔲
	erty. If you will occupy the ss? (e.g., daycare facility, me			within the prope	ty to operate	
2. Manufactured H	ome. Is the property a ma	nufactured home?	(e.g., a factory bu	uilt dwelling built d	on a permanent chassi	$(s)$ $\bigcirc$ NO $\bigcirc$ YES

#### 4b. Other New Mortgage Loans on the Property You are Buying or Refinancing Does not apply Loan Amount/ **Credit Limit Creditor Name** Lien Type **Monthly Payment** Amount to be Drawn (if applicable) O First Lien O Subordinate Lien \$ \$ \$ O First Lien O Subordinate Lien \$ \$ \$

4c. Rental Income on the Property You Want to Purchase	For Purchase Only	Does not apply	
Complete if the property is a 2-4 Unit Primary Residence or an	n Investment Property	,	Amount
Expected Monthly Rental Income			\$
For LENDER to calculate: Expected Net Monthly Rental Income			\$

4d. Gifts or Grants Ye	ou Have Been Given o	or Will Receive for this Loa	in 🗆	Does not apply	<b>y</b>	
Include all gifts and g	rants below. Under Se	ource, choose from the so	urces list	ted here:		
Community Nonprofit     Employer	<ul> <li>Federal Agency</li> <li>Local Agency</li> </ul>	<ul><li>Relative</li><li>Religious Nonprofit</li></ul>	<ul> <li>State</li> </ul>	Agency arried Partner	• Lender • Other	
Asset Type: Cash Gift,	Gift of Equity, Grant	Deposited/Not Depos	ited	Source – use l	ist above	Cash or Market Value
		O Deposited O Not D	eposited			\$
		O Deposited O Not D	eposited			\$

# **Section 5: Declarations.** This section asks you specific questions about the property, your funding, and your past financial history.

5	a. About this Property and Your Money for this Loan	
A.	Will you occupy the property as your primary residence? If YES, have you had an ownership interest in another property in the last three years? If YES, complete (1) and (2) below:	O NO O YES O NO O YES
	<ul> <li>(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?</li> <li>(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?</li> </ul>	
в.	If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?	
с.	Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application? If YES, what is the amount of this money?	O NO O YES \$
D.	<ol> <li>Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application?</li> <li>Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that</li> </ol>	
	is not disclosed on this application?	
E.	Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?	

#### **5b. About Your Finances**

F. Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?						
G. Are there any outstanding judgments against you?						
H. Are you currently delinquent or in default on a Federal debt?	O NO O YES					
I. Are you a party to a lawsuit in which you potentially have any personal financial liability?	O NO O YES					
J. Have you conveyed title to any property in lieu of foreclosure in the past 7 years?	O NO O YES					
K. Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due?	O NO O YES					
L. Have you had property foreclosed upon in the last 7 years?	O NO O YES					
M. Have you declared bankruptcy within the past 7 years? If YES, identify the type(s) of bankruptcy: Chapter 7 Chapter 11 Chapter 12 Chapter 13	O NO O YES					

# Section 6: Acknowledgments and Agreements. This section tells you about your legal obligations when

you sign this application.

#### Acknowledgments and Agreements

#### **Definitions:**

- "Lender" includes the Lender's agents, service providers, and any of their successors and assigns.
- "Other Loan Participants" includes (i) any actual or potential owners of a loan resulting from this application (the "Loan"), (ii) acquirers of any beneficial or other interest in the Loan, (iii) any mortgage insurer, (iv) any guarantor, (v) any servicer of the Loan, and (vi) any of these parties' service providers, successors or assigns.

#### I agree to, acknowledge, and represent the following:

#### (1) The Complete Information for this Application

- The information I have provided in this application is true, accurate, and complete as of the date I signed this application.
- If the information I submitted changes or I have new information before closing of the Loan, I must change and supplement this application, including providing any updated/supplemented real estate sales contract.
- For purchase transactions: The terms and conditions of any real estate sales contract signed by me in connection with this application are true, accurate, and complete to the best of my knowledge and belief. I have not entered into any other agreement, written or oral, in connection with this real estate transaction.
- The Lender and Other Loan Participants may rely on the information contained in the application before and after closing of the Loan.
- Any intentional or negligent misrepresentation of information may result in the imposition of:
  - (a) civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any misrepresentation that I have made on this application, and/or
  - (b) criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of Federal law (18 U.S.C. §§ 1001 et seq.).

#### (2) The Property's Security

The Loan I have applied for in this application will be secured by a mortgage or deed of trust which provides the Lender a security interest in the property described in this application.

#### (3) The Property's Appraisal, Value, and Condition

- Any appraisal or value of the property obtained by the Lender is for use by the Lender and Other Loan Participants.
- The Lender and Other Loan Participants have not made any representation or warranty, express or implied, to me about the property, its condition, or its value.

#### (4) Electronic Records and Signatures

• The Lender and Other Loan Participants may keep any paper record and/or electronic record of this application, whether or not the Loan is approved.

- If this application is created as (or converted into) an "electronic application", I consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws.
- I intend to sign and have signed this application either using my:
   (a) electronic signature; or
  - (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature.
- I agree that the application, if delivered or transmitted to the Lender or Other Loan Participants as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

#### (5) Delinquency

- The Lender and Other Loan Participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.
- If I have trouble making my payments I understand that I may contact a HUD-approved housing counseling organization for advice about actions I can take to meet my mortgage obligations.

#### (6) Authorization for Use and Sharing of Information

By signing below, in addition to the representations and agreements made above, I expressly authorize the Lender and Other Loan Participants to obtain, use, and share with each other (i) the Ioan application and related Ioan information and documentation, (ii) a consumer credit report on me, and (iii) my tax return information, as necessary to perform the actions listed below, for so long as they have an interest in my Ioan or its servicing:

- (a) process and underwrite my loan;
- (b) verify any data contained in my consumer credit report, my loan application and other information supporting my loan application;
- (c) inform credit and investment decisions by the Lender and Other Loan Participants;
- (d) perform audit, quality control, and legal compliance analysis and reviews;
- (e) perform analysis and modeling for risk assessments;
- (f) monitor the account for this loan for potential delinquencies and determine any assistance that may be available to me; and
- (g) other actions permissible under applicable law.

Borrower Signature \_

\_Date (*mm/dd/yyyy*) \_\_\_\_ / \_\_\_ /

Additional Borrower Signature

Date (*mm/dd/yyyy*) / /

# Section 7: Military Service. This section asks questions about your (or your deceased spouse's) military service.

Military Service – Did you	(or your deceased spouse) ever serve, or are you currently serving, in the United States Armed Forces? ONO YES
If YES, check all that apply:	<ul> <li>Currently serving on active duty with projected expiration date of service/tour// (mm/dd/yyyy)</li> <li>Currently retired, discharged, or separated from service</li> <li>Only period of service was as a non-activated member of the Reserve or National Guard</li> <li>Surviving spouse</li> </ul>

## Section 8: Demographic Information. This section asks about your ethnicity, sex, and race.

#### Demographic Information of Borrower

**The purpose of collecting this information** is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: Check one or more	Race: Check one or more							
Hispanic or Latino	American Indian or Alaska Native – Print name of enrolled							
🔲 Mexican 🛛 Puerto Rican 🔲 Cuban	or principal tribe :							
Other Hispanic or Latino – Print origin:	🗆 Asian							
	🗖 Asian Indian 🛛 Chinese 🔲 Filipino							
For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.	☐ Japanese ☐ Korean ☐ Vietnamese ☐ Other Asian <i>– Print race:</i>							
□ Not Hispanic or Latino	For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.							
□ I do not wish to provide this information	🔲 Black or African American							
	Native Hawaiian or Other Pacific Islander							
Sex	🔲 Native Hawaiian 🛛 🗌 Guamanian or Chamorro 🔲 Samoan							
Female	Other Pacific Islander – <i>Print race:</i>							
☐ Male								
□ I do not wish to provide this information	For example: Fijian, Tongan, and so on.							
	I do not wish to provide this information							
To Be Completed by Financial Institution (for application taken in	person):							
Was the ethnicity of the Borrower collected on the basis of visual obser	rvation or surname? ONO OYES							
Was the sex of the Borrower collected on the basis of visual observatio								
Was the race of the Borrower collected on the basis of visual observation	on or surname? O NO O YES							
The Demographic Information was provided through:								
O Face-to-Face Interview (includes Electronic Media w/ Video Componer	nt) O Telenhone Intension, O Eav or Mail, O Email or laternat							
C and the second of the second	nt) O Telephone Interview O Fax or Mail O Email or Internet							

# Section 9: Loan Originator Information. To be completed by your Loan Originator.

Loan Originator Information					
Loan Originator Organization Name BOGOTA SAVINGS BANK					
Address 819 TEANECK ROAD, TEANECK, NJ 07666					
Loan Originator Organization NMLSR ID# 630150	State License ID#				
Loan Originator Name					
Loan Originator NMLSR ID#	State License ID#				
Email		Phone (20	1_)862		0660
Signature	Date (m	m/dd/yyyy)	/	_/	

# **Uniform Residential Loan Application — Additional Borrower**

Verify and complete the information on this application as directed by your Lender.

**Section 1: Borrower Information.** This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

1a. Personal Informa	ation											
Name (First, Middle, Las	t, Suffix)							/ Number				
								axpayer ld	entification	Numb	per)	
Alternate Names - Li						Date of B			Citizensh	•		
under which credit was p	previously re	ceived (Fi	rst, Middle,	Last, Suff	ix)	(mm/dd/y			O U.S. Cit			
						'	/_		O Perma			: Alien ident Alien
				•								
Type of Credit I am applying for ine	dividual cre	adit				(First, Mida	<b>(s) ot</b> lle. Las	Otner Bo t. Suffix) –	rrower(s) A Use a separ	ator b	ng tor t etween r	his Loan
O I am applying for <b>joi</b>			her of Borr	owers		(1150)11100	/0/ 203	c, sunny	ose a sepai	4107 0	curcent	ianics
Each Borrower inten				_								
	,				<u>.</u>							
Marital Status	Depe	ndents (r	ot listed by	another	Borrower)	Contact	nforn	nation				
O Married	Numb					Home Ph	one	()_				
O Separated	Ages					Cell Phor	e	()	_			
O Unmarried	damed Civil	Union Da	manatia Davi	to anothing 1	Deviaterrad	Work Phe	one	()	-		Ext.	
(Single, Divorced, Wie Reciprocal Beneficiar			mestic Part	inersnip, r	Registerea	Email						
Current Address		<u></u>								····· · ·		
Street											Unit #	
City						Stat	e	ZIP		Co	ountry	
How Long at Current A	ddress?	Years _	Months	Housin	ng 🔿 No prin	nary housing	expen	ise O O	wn 🔿 Ren	t (\$		/month)
If at Current Address	for LESS tha	an 2 year	s, list Form	ner Addr	ess 🗌 Do	pes not apply						
Street											Unit#_	
City							e				ountry _	
How Long at Former A	ddress?	Years _	Months	Housir	ng O No prir	nary housing	expen	ise O O	wn ORen	t (\$		/month)
Mailing Address – if di												
Street											Unit#_	
City						Stat	e	ZIP _		Co	ountry _	
						_						
1b. Current Employn					Does n	ot apply	<b></b>		6			
<b>Employer or Business</b>	Name				P	hone()				mon	thly Inco	
Street					······	Un	it #		Base		\$	/month
City			St	ate	ZIP	Coun	try		Overti		\$	/month
Position or Title		<u> </u>			Check if thi	s statement a	nnlie		Bonus		\$	/month
Start Date /		(mm/dd/)				oyed by a family			Comm		\$	/month
How long in this line of	' work?	(mini/du/) Years	Months	;		eller, real estate e transaction.	agent	t, or other	Militar Entitle		\$	/month
					L				Other		\$	/month
Check if you are the Owner or Self-Emp					e of less than e of 25% or m		y Inco	ome (or Lo	oss)     TOTA	L\$		0.00/month
owner or sen-clip	yeu			and and						·		

1c. IF APPLICABLE , Compl	ete Information for	Additional	Employment/	Self-Employment and	d Income		Does n	ot apply
Employer or Business Name			Ρ	none ( ) –	G	Gross M	onthly	Income
Street				Unit #	B	lase	\$	/mon
City		State	ZIP	Country		Overtime	\$	/mon
Position or Title			1			lonus	\$	/mon
	(mm/dd/yyyy)			statement applies: yed by a family member	· I		ion \$	/mon
How long in this line of work?		nths		eller, real estate agent, or e transaction.		/lilitary Intitleme	ents \$	/mon
Check if you are the Busi						Other	\$	/mon
Owner or Self-Employed	O I have an ov	vnership sha	re of 25% or m	ore. \$		TOTAL :	\$	0.00/mon
1d. IF APPLICABLE, Compl	ete Information for	Previous Em	nployment/Se	f-Employment and I	ncome	🗆 Do	es not	apply
Provide at least 2 years of cu	rrent and previous	employmen	nt and income					
Employer or Business Name								s Monthly
Street				Unit #	1	ncome	\$	/mon
City		_ State	ZIP	Country				
Position or Title								
Start Date         /         /           End Date         /         /				you were the Busine ' Self-Employed	55	·		
1e. Income from Other Sou	rces 🗌 Does i	not apply						
Automóbile Allowance     Dise     Boarder Income     Fos	ources below. Unde Id Support ability ter Care using or Parsonage	<ul> <li>Interest and</li> </ul>	Dividends redit Certificate	<ul> <li>From the sources list</li> <li>Notes Receivable</li> <li>Public Assistance</li> <li>Retirement</li> <li>(e.g., Pension, IRA)</li> </ul>	ed here: • Royalty Pa • Separate N • Social Secu • Trust	Maintena		Unemploymen Benefits     VA Compensat     Other
<b>NOTE:</b> <i>Reveal alimony, child se</i> for this loan.	upport, separate main	tenance, or o	ther income ON	ILY IF you want it consi	dered in deteri	mining	your qu	alification
Income Source – use list abo	ve						Mont	nly Income
							\$	
							\$	
							\$	

My information for Section 2 is listed on the Uniform Residential Loan Application with

### Section 3: Financial Information — Real Estate.

My information for Section 3 is listed on the Uniform Residential Loan Application with

(insert name of Borrower)

(insert name of Borrower)

## Section 4: Loan and Property Information.

My information for Section 4 is listed on the Uniform Residential Loan Application with

(insert name of Borrower)

# **Section 5: Declarations.** This section asks you specific questions about the property, your funding, and your past financial history.

5	a. About this Property and Your Money for this Loan		
Α.	Will you occupy the property as your primary residence? If YES, have you had an ownership interest in another property in the last three years? If YES, complete (1) and (2) below:	O NO O NO	O YES O YES
	(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?		,
	(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		
В.	If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?	O NO	O YES
с.	Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application? If YES, what is the amount of this money?	O NO \$	O YES
D.	1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application?	O NO	O YES
	2. Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that is not disclosed on this application?	O NO	O YES
E.	Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?	O NO	O YES

#### **5b. About Your Finances**

F. Are y	Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?	
G. Aret	here any outstanding judgments against you?	O NO O YES
H. Are y	you currently delinquent or in default on a Federal debt?	O NO O YES
I. Are y	you a party to a lawsuit in which you potentially have any personal financial liability?	O NO O YES
J. Have	you conveyed title to any property in lieu of foreclosure in the past 7 years?	O NO O YES
	in the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a party and the Lender agreed to accept less than the outstanding mortgage balance due?	
L. Have	e you had property foreclosed upon in the last 7 years?	O NO O YES
	M. Have you declared bankruptcy within the past 7 years? If YES, identify the type(s) of bankruptcy: Chapter 7 Chapter 11 Chapter 12 Chapter 13	

# Section 6: Acknowledgements and Agreements.

My signature for Section 6 is on the Uniform Residential Loan Application with

(insert name of Borrower)

Section 7: Military Service. This section asks questions about your (or your deceased spouse's) military service.

#### Military Service of Borrower

Military Service – Did you (c	or your deceased spouse) ever serve, or are you currently serving, in the United Stat	es Arme	d Forces?	
	<ul> <li>Currently serving on active duty with projected expiration date of service/tour</li> <li>Currently retired, discharged, or separated from service</li> <li>Only period of service was as a non-activated member of the Reserve or Nationa</li> <li>Surviving spouse</li> </ul>		_/	(mm/dd/yyyy)

Borrower Name: Uniform Residential Loan Application — Additional Borrower Freddie Mac Form 65 • Fannie Mae Form 1003 Effective 1/2021

#### Section 8: Demographic Information. This section asks about your ethnicity, sex, and race.

#### **Demographic Information of Borrower**

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: Check one or more Hispanic or Latino Mexican Puerto Rican Cuban Other Hispanic or Latino – Print origin:	Race: Check one or more American Indian or Alaska Native – Print name of enrolled or principal tribe : Asian Asian Indian			
For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.         Not Hispanic or Latino         I do not wish to provide this information         Sex         Female         Male         I do not wish to provide this information	<ul> <li>Asian Indian ☐ Chinese ☐ Filipino</li> <li>Japanese ☐ Korean ☐ Vietnamese</li> <li>Other Asian – Print race:</li> <li>For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so</li> <li>Black or African American</li> <li>Native Hawaiian or Other Pacific Islander</li> <li>Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan</li> <li>Other Pacific Islander – Print race:</li> </ul> For example: Fijian, Tongan, and so on. White			
	ation or surname? $O$ NO $O$ YES			
Was the ethnicity of the Borrower collected on the basis of visual ob Was the sex of the Borrower collected on the basis of visual observat Was the race of the Borrower collected on the basis of visual observat <b>The Demographic Information was provided through:</b> O Face-to-Face Interview (includes Electronic Media w/ Video Compor	tion or surname? O NO O YES ation or surname? O NO O YES			
Was the sex of the Borrower collected on the basis of visual observatives was the race of the Borrower collected on the basis of visual observatives the race of the Borrower collected on the basis of visual observatives. The Demographic Information was provided through: Face-to-Face Interview (includes Electronic Media w/ Video Compore Section 9: Loan Originator Information. Loan Originator Information Loan Originator Organization Name BOGOTA SAVINGS BANK	tion or surname? O NO O YES ation or surname? NO O YES nent) O Telephone Interview O Fax or Mail O Email or Internet			
Was the sex of the Borrower collected on the basis of visual observat Was the race of the Borrower collected on the basis of visual observat <b>The Demographic Information was provided through:</b> O Face-to-Face Interview (includes Electronic Media w/ Video Compor <b>Section 9: Loan Originator Information.</b> Loan Originator Information Loan Originator Organization Name BOGOTA SAVINGS BANK Address <u>819 TEANECK ROAD, TEANECK, NJ 07666</u>	tion or surname? ONOOYES ation or surname? ONOOYES ment) O Telephone Interview O Fax or Mail O Email or Internet To be completed by your Loan Originator.			
Was the sex of the Borrower collected on the basis of visual observat Was the race of the Borrower collected on the basis of visual observat <b>The Demographic Information was provided through:</b> Face-to-Face Interview (includes Electronic Media w/ Video Compor <b>Section 9: Loan Originator Information.</b> Loan Originator Information Loan Originator Organization Name BOGOTA SAVINGS BANK Address <u>819 TEANECK ROAD, TEANECK, NJ 07666</u> Loan Originator Organization NMLSR ID# <u>630150</u>	tion or surname? O NO O YES ation or surname? NO O YES nent) O Telephone Interview O Fax or Mail O Email or Internet			
Was the sex of the Borrower collected on the basis of visual observat Was the race of the Borrower collected on the basis of visual observat <b>The Demographic Information was provided through:</b> Face-to-Face Interview (includes Electronic Media w/ Video Compor <b>Section 9: Loan Originator Information.</b> Loan Originator Information Loan Originator Organization Name BOGOTA SAVINGS BANK Address 819 TEANECK ROAD, TEANECK, NJ 07666 Loan Originator Organization NMLSR ID# 630150 Loan Originator Name	tion or surname? NO YES ation or surname? NO YES nent) O Telephone Interview O Fax or Mail O Email or Internet To be completed by your Loan Originator.			
Was the sex of the Borrower collected on the basis of visual observat Was the race of the Borrower collected on the basis of visual observat <b>The Demographic Information was provided through:</b> • Face-to-Face Interview (includes Electronic Media w/ Video Compor <b>Section 9: Loan Originator Information.</b> • Loan Originator Information Loan Originator Organization Name BOGOTA SAVINGS BANK Address <u>819 TEANECK ROAD, TEANECK, NJ 07666</u> Loan Originator Organization NMLSR ID# <u>630150</u>	tion or surname? ONOOYES ation or surname? ONOOYES ment) O Telephone Interview O Fax or Mail O Email or Internet To be completed by your Loan Originator.			

Borrower Name: Uniform Residential Loan Application — Additional Borrower Freddie Mac Form 65 • Fannie Mae Form 1003 Effective 1/2021

#### **BOGOTA SAVINGS BANK**

Mortgage Loan Application

#### Additional Borrower Contact, Attorney and Appraisal Information Form NOTE: Application will not be processed unless <u>ALL REQUIRED</u> information is complete.

#### ADDITIONAL BORROWER CONTACT INFORMATION:

Applicant:			
Cell Phone #:		Email Address:	
*Employment Su	pervisor/Human Resources Contact Name (RE		_Phone Number:
Co-Applicant:	*if self-employed, please provi	de CPA contact information for verification	
Cell Phone #:		Email Address:	
*Employment Su	pervisor/Human Resources Contact Name (RE *if self-employed, please provi	QUIRED):	_Phone Number:
YOUR	ATTORNEY OR TITLE COMPANY: (RE	EQUIRED)	
	Name:		
	Firm:		
	Address:		
	Address:		
	Telephone #:	_ Fax #:	
	Attorney Email Address:		
PURC	HASE ONLY: Sellers Attorney And/Or Rea	l Estate Broker Holding The Good-faith Dep	osit:
	Agency/Seller Attorney Name:		
	Name of Agent/Firm:		
	Address:		
	Address:		
	Telephone #:	Date of Purchase Contract:	
	Names (s) of Seller/Builder:		
*IF CU	JRRENTLY RENTING: NAME, ADDRES	8 & TELEPHONE # OF THE LANDLORD	:
	Name:		
	Address:		
	Address:		
	Telephone #:		
CONT	ACT FOR APPRAISER ACCESS TO PRE		
	Contact Name:		
	Telephone #:		
	Best 11me 10 Contact:		

#### BOGOTA SAVINGS BANK Mortgage Loan Application

#### **Subject Property Information**

NOTE: Application	will not be processe	d unless <u>ALL REQUIRED</u> inj	formation is complete.	
Property Address:				
Annual Real Estate 7	「axes: \$			
Annual Home Owner	rs Insurance Prei	mium: \$		
Condominium or To	wnhouse Monthly	y Dues: \$		
Property Type: Single Famil	y 2-Family	7 3-4 Family	Condo Townhous	se
BLOCK: LOT	Г:	_ Lot Size:	Age of Home:	
Please select all that apply:				
Gas Heat	Oil Tank	Where Located:	Underground	Basement
Public Sewer	Septic System			
Public Water	Well Water			
Flood Zone <u>YES</u> NO				
Current Owner(s) Name(s):				

Name of Condominium or Townhouse Association Name:

# **Bogota Savings Bank E-Sign Disclosure**

This Bogota Savings Bank E-Sign Disclosure ("Disclosure") applies to the loan that you have requested. The words "we," "us," and "our" means Bogota Savings Bank and the words "you" and "your" means you, the individual(s) who have applied for the loan.

As used in this Disclosure, "Communication" means any authorization, agreement, disclosure, notice, or other information related to your loan request, including but not limited to information that we are required by law or regulations (such as Reg. B, Reg. X and Reg. Z) to provide to you in writing. The Disclosures also include any other information, agreements, disclosures and notices that we wish to provide you in connection with the Loan in an electronic form, even if the information, agreements, disclosures and notices regulations or ordinances.

#### The Scope of Communications to Be Provided in Electronic Form

When you agree to these terms with respect to the loan, you agree that we may provide you with any Communications relating to your loan request in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below.

Your Consent applies only to your electronic receipt of Disclosures in connection with the origination, closing and servicing of the Loan. Your Consent does not apply to other transactions that you may wish to enter into with us

#### Method of Providing Communications to You in Electronic Form

All Communications that we may provide to you in electronic form will be provided via email at the e-mail address you specify at the time of application.

#### How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by contacting us at 201-862-0660. We may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

#### How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to your loan request, and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting us at 201-862-0660.

#### Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Valid E-mail Address;
- Internet browser that supports 128-bit encryption;
- Adobe Acrobat Reader 8.0 or higher;
- An e-mail account with Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, communications received in electronic form from us via a plain text-formatted e-mail.

#### **Requesting Paper Copies**

You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact us by telephone at 201-862-0660. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

#### **Communications in Writing**

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your Early Disclosures, this Disclosure, and any other Communication that is important to you.

#### Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

#### Consent

By signing this disclosure you are giving consent to receiving disclosures and documents via e-mail to the terms and conditions described in the body of this document.

Applicant Email Address: \_\_\_\_\_

Co-Applicant Email Address: \_\_\_\_\_

Applicant Signature

(201) 862-0660



Member FDIC + Equal Housing Lender

#### LIST OF CREDITORS TO BE PAID

I/We request that the following loans, credit cards, and bills be paid by Bogota Savings Bank with the proceeds of the loan:

CREDITOR	ACCOUNT NUMBER	AMOUNT

Applicant Signature

Applicant Signature

Date



The Nationwide Mortgage Licensing System and Registry (NMLS) hosts a website called NMLS Consumer Access. The NMLS Consumer Access is a searchable database that makes it easy for the public to access information concerning the institution and their Mortgage Loan Originator's professional background.

Bogota Savings Bank and each of our Loan Officers have a unique identification number that is registered with the NMLS (see below). If you would like more information regarding our Institution or your specific Lending Representative, please visit www.nmlsconsumeraccess.org.

Bogota Savings Bank – NMLS ID # 630150 Mortgage Department Phone # 201-862-0660 Toll Free # 866-907-2024

Brian R. Kohles – NMLS ID # 641643

Senior Vice President Residential Loan Manager

Jim Brown – NMLS ID # 203935 Senior Vice President

Loan Officer

Rose E. Alvarado - NMLS ID # 974392

VP, Internal Residential Loan Manager Loan Officer Melissa Haynie – NMLS ID # 1682667 VP, Residential Lending Loan Officer

Jacqueline Smith – NMLS ID #1497896 Business Development Officer Loan Officer Leonia Hardial – NMLS ID # 1731958 Loan Officer



FEDERAL RESERVE BOARD CONSUMER PROTECTION RESOURCES

Key Questions to Ask About Your Mortgage

When you are shopping for a loan, ask each lender the questions below. Some loans have risky features that could make it difficult for you to make payments in the future. Make sure you understand the terms of your loan. If you are not comfortable with the risks, ask your lender about other loan products. **The only way to make sure you get the best possible loan terms is to talk to several lenders.** 

### Shop. Compare. Negotiate.

For more information about risky loan features, read *Shop Wisely: Understanding Your Mortgage Choices*, available at: <u>www.federalreserve.gov</u>.

1	<b>Can my interest rate increase?</b> If you have an adjustable rate mortgage (ARM), your interest rate can go up or down after a short period. This means that your monthly payments could increase.
2	<b>Can my monthly payment increase?</b> With some loans, your monthly payment could increase after a period of time, often by hundreds of dollars. This increase could be because you have a lower introductory interest rate, your property taxes or insurance premiums increase, or because in the beginning your monthly payment only covers the interest on the loan, and not the principal owed.
3	Will my monthly payments reduce my loan balance? Some loans let you pay only the interest on your loan each month. These payments do not pay down the amount you borrowed. As a result, if you have this type of loan, you may not build any equity in your home.
4	<b>Even if I make my monthly payments, can my loan balance increase?</b> Some loans let you choose to pay even less than the interest owed each month. The unpaid interest is added to your loan balance and increases the total amount that you owe. This could cause you to lose equity in your home over time.
5	<b>Could I owe a prepayment penalty?</b> Some loans charge you a large fee if you pay off your loan, refinance it, or sell your home within the first few years of the loan. This penalty fee could be thousands of dollars.
6	Will I owe a balloon payment? Some loans require a very large payment at the end of the loan—sometimes tens of thousands of dollars. If interest rates go up or if the value of your property drops, you may not be able to refinance your loan before you have to make this large payment.
7	Will I have to document my employment, income, and assets to get this loan? Sometimes a lender will make a loan without requiring you to show that you are employed and have the income or assets to repay the loan. These no-documentation ("no-doc") or low-documentation ("low-doc") loans usually have higher interest rates or higher fees than other loans.

# Your home loan toolkit A step-by-step guide





Consumer Financial Protection Bureau

# How can this toolkit help you?

Buying a home is exciting and, let's face it, complicated. This booklet is a toolkit that can help you make better choices along your path to owning a home.

# After you finish this toolkit:

•	You'll know the most important steps you need to take to <b>get the best mortgage</b> for your situation	Section 1: Page 3
•	You'll better <b>understand your closing costs</b> and what it takes to buy a home	Section 2: Page 16
•	You'll see a few ways to <b>be a successful homeowner</b>	Section 3: Page 24

# How to use the toolkit:

The location symbol orients you to where you are in the home buying process.

- The pencil tells you it is time to get out your pencil or pen to circle, check, or fill in numbers.
- **Q** The magnifying glass highlights tips to help you research further to find important information.
- The speech bubble shows you conversation starters for talking to others and gathering more facts.

# About the CFPB

The Consumer Financial Protection Bureau is a federal agency that helps consumer finance markets work by making rules more effective, by consistently and fairly enforcing those rules, and by empowering consumers to take more control over their economic lives.

Have a question about a common consumer financial product or problem? You can find answers by visiting <u>consumerfinance.gov/askcfpb</u>. Have an issue with a mortgage, student loan, or other financial product or service? You can submit a complaint to the CFPB. We'll forward your complaint to the company and work to get you a response. Turn to the back cover for details on how to submit a complaint or call us at (855) 411-2372.

This booklet was created to comply with federal law pursuant to 12 U.S.C. 2604, 12 CFR 1024.6, and 12 CFR 1026.19(g).

# Choosing the best mortgage for you

# You're starting to look for a mortgage or want to confirm you made a good decision.

To make the most of your mortgage, you need to decide what works for you and then shop around to find it. In this section, you'll find eight steps to get the job done right.

# 1. Define what affordable means to you

Only you can decide how much you are comfortable paying for your housing each month. In most cases, your lender can consider only if you are able to repay your mortgage, not whether you will be comfortable repaying your loan. Based on your whole financial picture, think about whether you want to take on the mortgage payment plus the other costs of homeownership such as appliances, repairs, and maintenance.

#### IN THIS SECTION

- 1. Define what affordable means to you
- 2. Understand your credit
- **3.** Pick the mortgage type that works for you
- **4.** Choose the right down payment for you
- 5. Understand the tradeoff between points and interest rate
- 6. Shop with several lenders
- 7. Choose your mortgage
- **8.** Avoid pitfalls and handle problems

### THE TALK

Ask your spouse, a loved one, or friend about what affordable means to you:

- "What's more important-a bigger home with a larger mortgage or more financial flexibility?"
- "How much do we want to budget for all the monthly housing costs, including repairs, furniture, and new appliances?"
- "What will a mortgage payment mean for other financial goals?"

**KNOW YOUR NUMBERS** 

Calculate the home payment you can take on by filling in the worksheets below:

Think about what an affordable home loan looks like for you. These worksheets can help. First, estimate your total monthly home payment. Second, look at the percentage of your income that will go toward your monthly home payment. Third, look at how much money you will have available to spend on the rest of your monthly expenses.

#### Step 1. Estimate your total monthly home payment by adding up the items below

Your **total monthly home payment** is more than just your mortgage. There are more expenses that go along with owning your home. Start with estimates and adjust as you go.

#### **MONTHLY ESTIMATE**

Principal and interest (P&I) Your principal and interest payment depends on your home loan amount, the interest rate, and the number of years it takes to repay the loan. Principal is the amount you pay each month to reduce the loan balance. Interest is the amount you pay each month to borrow money. Many principal and interest calculators are available online.	\$
Mortgage insurance Mortgage insurance is often required for loans with less than a 20% down payment.	+ \$
<b>Property taxes</b> The local assessor or auditor's office can help you estimate property taxes for your area. If you know the yearly amount, divide by 12 and write in the monthly amount.	+ \$
<b>Homeowner's insurance</b> You can call one or more insurance agents to get an estimate for homes in your area. Ask if flood insurance is required.	+ \$
Homeowner's association or condominium fees, if they apply Condominiums and other planned communities often require homeowner's association (HOA) fees.	+ \$
My estimated total monthly home payment	= \$

#### Step 2. Estimate the percentage of your income spent on your monthly home payment

Calculate the percentage of your total monthly income that goes toward your total monthly home payment each month. A mortgage lending rule of thumb is that your total monthly home payment should be at or below 28% of your total monthly income before taxes. Lenders may approve you for more or for less depending on your overall financial picture.

\$

My estimated total monthly home payment (from step 1)

 $\times 100 =$ 

%

My total monthly income before taxes

Percentage of my income going toward my monthly home payment

#### Step 3. Estimate what is left after subtracting your monthly debts

To determine whether you are comfortable with your total monthly home payment, figure out how much of your income is left after you pay for your housing plus your other monthly debts.

Total monthly income <i>after</i> taxes	\$
My estimated total monthly home payment (from step 1)	
Monthly car payment(s)	- \$
Monthly student loan payment(s)	- \$
Monthly credit card payment(s)	- \$
Other monthly payments, such as child support or alimony	- \$
Total monthly income minus all debt payments This money must cover your utilities, groceries, child care, health insurance, repairs, and everything else. If this isn't enough, consider options such as buying a less expensive home or paying down debts.	= \$

## Step 4. Your choice

I am comfortable with a total monthly home payment of: 5

# 2. Understand your credit

Your credit, your credit scores, and how wisely you shop for a loan that best fits your needs have a significant impact on your mortgage interest rate and the fees you pay. To improve your credit and your chances of getting a better mortgage, get current on your payments and stay current. About 35% of your credit scores are based on whether or not you pay your bills on time. About 30% of your credit scores are based on how much debt you owe. That's why you may want to consider paying down some of your debts.

# $\mathbf{Q}$ RESEARCH STARTER

Check out interest rates and make sure you're getting the credit you've earned.

- □ Get your credit report at annualcreditreport.com and check it for errors. If you find mistakes, submit a request to each of the credit bureaus asking them to fix the mistake. For more information about correcting errors on your credit report, visit consumerfinance.gov/askcfpb.
- □ For more on home loans and credit, visit **consumerfinance.gov/owning-a-home**.

#### NOW

- If your credit score is below 700, you will likely pay more for your mortgage.
- Most credit scoring models are built so you can shop for a mortgage within a certain period–generally between 14 days and 45 days–with little or no impact on your score. If you shop outside of this period, any change triggered by shopping should be minor–a small price to pay for saving money on a mortgage loan.

### IN THE FUTURE

- If you work on improving your credit and wait to buy a home, you will likely save money. Some people who improve their credit save \$50 or \$100 on a typical monthly mortgage payment.
- An average consumer who adopts healthy credit habits, such as paying bills on time and paying down credit cards, could see a credit score improvement in three months or more.

#### TIP

Be careful making any big purchases on credit before you close on your home. Even financing a new refrigerator could make it harder for you to get a mortgage.

#### TIP

Correcting errors on your credit report may raise your score in 30 days or less. It's a good idea to correct errors before you apply for a mortgage.



□ I will go with the credit I have.

OR

□ I will wait a few months or more and work to improve my credit.

# **3.** Pick the mortgage type-fixed or adjustable-that works for you

With a **fixed-rate mortgage**, your principal and interest payment stays the same for as long as you have your loan.

- Consider a fixed-rate mortgage if you want a predictable payment.
- You may be able to refinance later if interest rates fall or your credit or financial situation improves.

With an **adjustable-rate mortgage (ARM)**, your payment often starts out lower than with a fixed-rate loan, but your rate and payment could increase quickly. It is important to understand the trade-offs if you decide on an ARM.

- Your payment could increase a lot, often by hundreds of dollars a month.
- Make sure you are confident you know what your maximum payment could be and that you can afford it.

Planning to sell your home within a short period of time? That's one reason some people consider an ARM. But, you probably shouldn't count on being able to sell or refinance. Your financial situation could change. Home values may go down or interest rates may go up.

You can learn more about ARMs in the Consumer Handbook on Adjustable Rate Mortgages (files.consumerfinance.gov/f/201401\_cfpb\_booklet\_charm.pdf) or by visiting consumerfinance.gov/owning-a-home.



□ I prefer a fixed-rate mortgage.

**OR** I prefer an adjustable-rate mortgage.

## Check for risky loan features

Some loans are safer and more predictable than others. It is a good idea to make sure you are comfortable with the risks you are taking on when you buy your home. You can find out if you have certain types of risky loan features from the Loan Terms section on the first page of your Loan Estimate.

A **balloon payment** is a large payment you must make, usually at the end of your loan repayment period. Depending on the terms of your loan, the balloon payment could be as large as the entire balance on your mortgage.

A **prepayment penalty** is an amount you have to pay if you refinance or pay off your loan early. A prepayment penalty may apply even if you sell your home.

TIP

Many borrowers with ARMs underestimate how much their interest rates can rise.

# 4. Choose the right down payment for you

A down payment is the amount you pay toward the home yourself. You put a percentage of the home's value down and borrow the rest through your mortgage loan.

#### YOUR CHOICE Check one:

# YOUR DOWN PAYMENT WHAT THAT MEANS FOR YOU

I will put down 20% or more.	A 20% or higher down payment likely provides the best rates and most options. However, think twice if the down payment drains all your savings.
<ul> <li>I will put down</li> <li>between 5%</li> <li>and 19%.</li> </ul>	You probably have to pay higher interest rates or fees. Lenders most likely require <b>private mortgage insurance (PMI)</b> . PMI is an insurance policy that lets you make a lower down payment by insuring the lender against loss if you fail to pay your mortgage.
	Keep in mind when you hear about "no PMI" offers that doesn't mean zero cost. No PMI offers often have higher interest rates and may also require you to take out a second mortgage. Be sure you understand the details.
I will make no down payment or a small one of less than 5%.	Low down payment programs are typically more expensive because they may require mortgage insurance or a higher interest rate. Look closely at your total fees, interest rate, and monthly payment when comparing options.
	Ask about loan programs such as:
	<ul> <li>Conventional loans that may offer low down payment options.</li> </ul>
	<ul> <li>FHA, which offers a 3.5% down payment program.</li> </ul>
	<ul> <li>VA, which offers a zero down payment option for qualifying veterans.</li> </ul>
	<ul> <li>USDA, which offers a similar zero down payment program for eligible borrowers in rural areas.</li> </ul>

## The advantages of prepayment

**Prepayment** is when you make additional mortgage payments so you pay down your mortgage early. This reduces your overall cost of borrowing, and you may be able to cancel your private mortgage insurance early and stop paying the premium. Especially if your down payment is less than 20%, it may make sense to make additional payments to pay down your loan earlier. TIP

Prepayment is your choice. You don't have to sign up for a program or pay a fee to set it up.

# **5.** Understand the trade-off between points and interest rate

**Points** are a percentage of a loan amount. For example, when a loan officer talks about one point on a \$100,000 loan, the loan officer is talking about one percent of the loan, which equals \$1,000. Lenders offer different interest rates on loans with different points. There are three main choices you can make about points. You can decide you don't want to pay or receive points at all. This is called a **zero point loan**. You can pay points at closing to receive a lower interest rate. Or you can choose to have points paid to you (also called **lender credits**) and use them to cover some of your closing costs.

The example below shows the trade-off between points as part of your closing costs and interest rates. In the example, you borrow \$180,000 and qualify for a 30-year fixed-rate loan at an interest rate of 5.0% with zero points. Rates currently available may be different than what is shown in this example.

RATE	4.875%	5.0%	5.125%
POINTS	+0.375	0	-0.375
YOUR SITUATION	You plan to keep your mortgage for a long time. You can afford to pay more cash at closing.	You are satisfied with the market rate without points in either direction.	You don't want to pay a lot of cash upfront and you can afford a larger mortgage payment.
YOU MAY CHOOSE	Pay points now and get a lower interest rate. This will save you money over the long run.	Zero points.	Pay a higher interest rate and get a lender credit toward some or all of your closing costs.
WHAT THAT MEANS	You might agree to pay \$675 more in closing costs, in exchange for a lower rate of 4.875%. <b>Now:</b> You <b>pay</b> \$675 <b>Over the life of the loan:</b> Pay \$14 <b>less</b> each month	With no adjustments in either direction, it is easier to understand what you're paying and to compare prices.	You might agree to a higher rate of 5.125%, in exchange for \$675 toward your closing costs. <b>Now:</b> You <b>get</b> \$675 <b>Over the life of the loan:</b> Pay \$14 <b>more</b> each month

### COMPARE THREE SCENARIOS OF HOW POINTS AFFECT INTEREST RATE

## 6. Shop with several lenders

You've figured out what affordable means for you. You've reviewed your credit and the kind of mortgage and down payment that best fits your situation. Now is the time to start shopping seriously for a loan. The work you do here could save you thousands of dollars over the life of your mortgage.

### SATHER FACTS AND COMPARE COSTS

#### □ Make a list of several lenders you will start with

Mortgages are typically offered by community banks, credit unions, mortgage brokers, online lenders, and large banks. These lenders have loan officers you can talk to about your situation.

 $\hfill\square$  Get the facts from the lenders on your list

Find out from the lenders what loan options they recommend for you, and the costs and benefits for each. For example, you might find a discount is offered for borrowers who have completed a home buyer education program.

#### □ Get at least three offers-in writing-so that you can compare them

Review the decisions you made on **pages 4 to 8** to determine the loan type, down payment, total monthly home payment and other features to shop for. Now ask at least three different lenders to give you a **Loan Estimate**, which is a standard form showing important facts about the loan. It should be sent to you within three days, and it shouldn't be expensive. Lenders can charge you only a small fee for getting your credit report–and some lenders provide the Loan Estimate without that fee.

#### Compare Total Loan Costs

Review your Loan Estimates and compare Total Loan Costs, which you can see under *Section D* at the bottom left of the second page of the Loan Estimate. **Total Loan Costs** include what your lender charges to make the loan, as well as costs for services such as appraisal and title. The third page of the Loan Estimate shows the **Annual Percentage Rate** (APR), which is a measure of your costs over the loan term expressed as a rate. Also shown on the third page is the **Total Interest Percentage** (TIP), which is the total amount of interest that you pay over the loan term as a percentage of your loan amount. **You can use APR and TIP to compare loan offers.** 

## $\mathbf{Q}$ RESEARCH STARTER

Loan costs can vary widely from lender to lender, so this is one place where a little research may help you save a lot of money. Here's how:

- □ Ask real estate and title professionals about average costs in your area.
- □ Learn more about loan costs, and get help comparing options, at consumerfinance.gov/owning-a-home.

#### **10** YOUR HOME LOAN TOOLKIT

TIP

A loan officer is not necessarily shopping on your behalf or providing you with the best fit or lowest cost loan.

#### TIP

It is illegal for a lender to pay a loan officer more to steer you into a higher cost loan.

## THE TALK

Talking to different lenders helps you to know what options are available and to feel more in control. Here is one way to start the conversation:

"This mortgage is a big decision and I want to get it right. Another lender is offering me a different loan that may cost less. Let's talk about what the differences are and whether you may be able to offer me the best deal."

### TRACK YOUR LOAN OFFERS

Fill in the blanks for these important factors:

	LOAN OFFER 1	LOAN OFFER 2	LOAN OFFER 3
Lender name			
Loan amount	\$	\$	\$
Interest rate	%	%	%
	□ Fixed □ Adjustable	□ Fixed □ Adjustable	□ Fixed □ Adjustable
Monthly principal and interest	\$	\$	\$
Monthly mortgage insurance	\$	\$	\$
Total Loan Costs (See section D on the second page of your Loan Estimate.)	\$	\$	\$

My best loan offer is: \_\_\_\_\_

## 7. Choose your mortgage

You've done a lot of hard work to get this far! Now it is time to make your call.

## S CONFIRM YOUR DECISION

Check the box if you agree with the statement:

- $\Box$  I can repay this loan.
- □ I am comfortable with my monthly payment.
- □ I shopped enough to know this is a good deal for me.
- □ There are no risky features such as a balloon payment or prepayment penalty I can't handle down the road.
- □ I know whether my principal and interest payment will increase in the future.

Still need advice? The U.S. Department of Housing and Urban Development (HUD) sponsors housing counseling agencies throughout the country to provide free or low-cost advice. To find a HUD-approved housing counselor visit **consumerfinance.gov/find-a-housing-counselor** or call HUD's interactive voice system at (800) 569-4287.

### Intent to proceed

When you receive a Loan Estimate, the lender has not yet approved or denied your loan. Up to this point, they are showing you what they expect to offer if you decide to move forward with your application. You have not committed to this lender. In fact, you are not committed to any lender before you have signed final closing documents.

Once you have found your best mortgage, the next step is to tell the loan officer you want to proceed with that mortgage application. This is called expressing your **intent to proceed**. Lenders have to wait until you express your intent to proceed before they require you to pay an application fee, appraisal fee, or most other fees.

### Rate lock

Your Loan Estimate may show a rate that has been "locked" or a rate that is "floating," which means it can go up or down. Mortgage interest rates change daily, sometimes hourly. A **rate lock** sets your interest rate for a period of time. Rate locks are typically available for 30, 45, or 60 days, and sometimes longer.

The interest rate on your Loan Estimate is not a guarantee. If your rate is floating and it is later locked, your interest rate will be set at that later time. Also, if there are changes in your application—including your loan amount, credit score, or verified income—your rate and terms will probably change too. In those situations, the lender gives you a revised Loan Estimate.

There can be a downside to a rate lock. It may be expensive to extend if your transaction needs more time. And, a rate lock may lock you out of better market pricing if rates fall.

## THE TALK

Rate lock policies vary by lender. Choosing to lock or float your rate can make an important difference in your monthly payment. To avoid surprises, ask:

"What does it mean if I lock my rate today?"

"What rate lock time frame does this Loan Estimate provide?"

"Is a shorter or longer rate lock available, and at what cost?"

"What if my closing is delayed and the rate lock expires?"

"If I lock my rate, are there any conditions under which my rate could still change?"

# 8. Avoid pitfalls

WHAT NOT TO DO	WHY?
Don't sign documents where important details are left blank or documents you don't understand.	You are agreeing to repay a substantial amount of money over an extended period of time. Make sure you know what you are getting into and protect yourself from fraud.
Don't assume you are on your own.	HUD-approved housing counselors can help you navigate the process and find programs available to help first-time homebuyers. You can find a HUD-approved housing counselor in your area at consumerfinance.gov/find-a-housing-counselor or call HUD's interactive voice system at (800) 569-4287.
Don't take on more mortgage than you want or can afford.	Make certain that you want the loan that you are requesting and that you are in a position to live up to your end of the bargain.
Don't count on refinancing, and don't take out a loan if you already know you will have to change it later.	If you are not comfortable with the loan offered to you, ask your lender if there is another option that works for you. Keep looking until you find the right loan for your situation.
Don't fudge numbers or documents.	You are responsible for an accurate and truthful application. Be upfront about your situation. Mortgage fraud is a serious offense.
Don't hide important financial information.	Hiding negative information may delay or derail your loan application.

# Handle problems

WHAT HAPPENED	WHAT TO DO ABOUT IT
I have experienced a problem with my loan application or how my loan officer is treating me.	Ask to talk to a supervisor. It may be a good idea to talk to the loan officer first, and if you are not satisfied, ask to speak with a supervisor.
I think I was unlawfully discriminated against when I applied for a loan or when I tried to buy a home.	The Fair Housing Act and Equal Credit Opportunity Act prohibit housing and credit discrimination. If you think you have been discriminated against during any part of the mortgage process, you can submit a complaint and describe what happened. To do so, you can call the Consumer Financial Protection Bureau at (855) 411-2372 or visit consumerfinance.gov/complaint. Submit a complaint to the U.S. Department of Housing and Urban Development (HUD) by calling (800) 669-9777, TTY (800) 927- 9275. Or, file a complaint online at HUD.gov. You can find more information about your rights and how to submit a complaint with the CFPB at consumerfinance.gov/fair-lending.
l have a complaint.	Submit a complaint to the Consumer Financial Protection Bureau if you have problems at any stage of the mortgage application or closing process, or later if you have problems making payments or become unable to pay. You can call (855) 411-2372 or visit consumerfinance.gov/complaint.
I think I may have been the victim of a predatory lender or a loan fraud.	Don't believe anyone who tells you they are your "only chance to get a loan," or that you must "act fast." Learn the warning signs of predatory lending and protect yourself. Find more information at portal.hud.gov/hudportal/HUD?src=/program_ offices/housing/sfh/hcc/OHC_PREDLEND/OHC_LOANFRAUD. You could learn more about your loan officer at nmlsconsumeraccess.org.

# Your closing

You've chosen a mortgage. Now it's time to select and work with your closing agent.

Once you've applied for a mortgage, you may feel like you're done. But mortgages are complicated and you still have choices to make.

## 1. Shop for mortgage closing services

Once you've decided to move forward with a lender based on the Loan Estimate, you are ready to shop for the **closing agent** who gathers all the legal documents, closes the loan, and handles the money involved in your purchase. After you apply for a loan, your lender gives you a list of companies that provide closing services. You may want to use one of the companies on the list. Or, you may be able to choose companies that are not on the list if your lender agrees to work with your choice. The seller cannot require you to buy a title insurance policy from a particular title company.

## **Closing agent**

In most of the country, a settlement agent does your closing. In other states, particularly several states in the West, the person is known as an escrow agent. And in some states, particularly in the Northeast and South, an attorney may be required.

## ${f Q}$ research starter

When you compare closing agents, look at both cost and customer service.

□ Ask your real estate professional and your friends. These people may know companies they would recommend. Be sure to ask how that company handled problems and if they have a good reputation.

#### IN THIS SECTION

- 1. Shop for mortgage closing services
- 2. Review your revised Loan Estimate
- **3.** Understand and use your Closing Disclosure

#### TIP

Settlement services may feel like a drop in the bucket compared to the cost of the home. But in some states borrowers who shop around may save hundreds of dollars.  Review the list of companies your lender gave you. Select a few companies on the list and ask for references from people who recently bought a home. Ask those people how the company handled problems that came up during the transaction.

## Title insurance

When you purchase your home, you receive a document most often called a deed, which shows the seller transferred their legal ownership, or "title," to the home to you. **Title insurance** can provide protection if someone later sues and says they have a claim against the home. Common claims come from a previous owner's failure to pay taxes or from contractors who say they were not paid for work done on the home before you purchased it.

Most lenders require a **Lender's Title Insurance** policy, which protects the amount they lent. You may want to buy an **Owner's Title Insurance** policy, which protects your financial investment in the home. The Loan Estimate you receive lists the Owner's Title Insurance policy as optional if your lender does not require the policy as a condition of the loan.

Depending on the state where you are buying your home, your title insurance company may give you an itemized list of fees at closing. This itemized list may be required under state law and may be different from what you see on your Loan Estimate or Closing Disclosure. That does not mean you are being charged more. If you add up all the title-related costs your title insurance company gives you, it should match the totals of all the title-related costs you see on your Loan Estimate or Closing Disclosure. When comparing costs for title insurance, make sure to compare the bottom line total.

## Home inspector and home appraiser

When you are considering buying a home, it is smart to check it out carefully to see if it is in good condition. The person who does this for you is called a **home inspector**. The inspector works for you and should tell you whether the home you want to buy is in good condition and whether you are buying a "money pit" of expensive repairs. Get your inspection before you are finally committed to buy the home.

A home inspector is different from a **home appraiser**. The appraiser is an independent professional whose job is to give the lender an estimate of the home's market value. You are entitled to a copy of the appraisal prior to your closing. This allows you to see how the price you agreed to pay compares to similar and recent property sales in your area.

## 2. Review your revised Loan Estimate

When important information changes, your lender is required to give you a new Loan Estimate that shows your new loan offer.

It is illegal for a lender to quote you low fees and costs for its services on your Loan Estimate and then surprise you with much higher costs in a revised Loan Estimate or Closing Disclosure. However, a lender may change the fees it quotes you for its services if the facts on your application were wrong or changed, you asked for a change, your lender found you did not qualify for the original loan offer, or your Loan Estimate expired.

Here are common reasons why your Loan Estimate might change:

- You decided to change loan programs or the amount of your down payment.
- The appraisal on the home you want to buy came in higher or lower than expected.
- You took out a new loan or missed a payment and that has changed your credit.
- Your lender could not document your overtime, bonus, or other income.

## THE TALK

If your Loan Estimate is revised you should look it over to see what changed. Ask your lender:

"Can you explain why I received a new Loan Estimate?"

"How is my loan transaction different from what I was originally expecting?"

"How does this change my loan amount, interest rate, monthly payment, cash to close, and other loan features?"

## 3. Understand and use your Closing Disclosure

You've chosen a home you want to buy and your offer has been accepted. You've also applied for and been approved for a mortgage. Now you are ready to take legal possession of the home and promise to repay your loan.

At least three days before your closing, you should get your official **Closing Disclosure**, which is a five-page document that gives you more details about your loan, its key terms, and how much you are paying in fees and other costs to get your mortgage and buy your home.

Many of the costs you pay at closing are set by the decisions you made when you were shopping for a mortgage. Charges shown under "services you can shop for" may increase at closing, but generally by no more than 10% of the costs listed on your final Loan Estimate.

The Closing Disclosure breaks down your closing costs into two big categories:

#### YOUR LOAN COSTS

- The lender's Origination Costs to make or "originate" the loan, along with application fees and fees to underwrite your loan.
   Underwriting is the lender's term for making sure your credit and financial information is accurate and you meet the lender's requirements for a loan.
- Discount points-that is, additional money you pay up front to reduce your interest rate.
- Services you shopped for, such as your closing or settlement agent and related title costs.
- Services your lender requires for your loan. These include appraisals and credit reports.

### **OTHER COSTS**

- Property taxes.
- Homeowner's insurance premiums. You can shop around for homeowner's insurance from your current insurance company, or many others, until you find the combination of premium, coverage, and customer service that fits your situation. Your lender will ask you for proof you have an insurance policy on your new home.
- Any portion of your total mortgage payment you must make before your first full payment is due.
- Flood insurance, if required.

## $\mathbf{Q}$ RESEARCH STARTER

Get tips, a step-by-step checklist, and help with the rest of the documents you'll see at closing at consumerfinance.gov/owning-a-home.

## What is your Closing **Disclosure?**

The five-page Closing Disclosure sums up the terms of your loan and what you pay at closing. You can easily compare the numbers to the Loan Estimate you received earlier. There should not be any significant changes other than those you have already agreed to.

Take out your own Closing Disclosure, or review the example here. Double-check that you clearly understand what you'll be expected to pay-over the life of your loan and at closing.

#### **ON PAGE 1 OF 5**

#### Loan terms

Review your monthly payment. Part of it goes to repay what you borrowed (and may build equity in your new home), and part of it goes to pay interest (which doesn't build equity). Equity is the current market value of your home minus the amount you still owe on your mortgage.

#### **Costs at Closing**

Be prepared to bring the full "Cash to Close" amount with you to your closing. This amount includes your down payment and closing costs. The closing costs are itemized on the following pages.

#### **Closing Disclosure**

> Loan Term Loan Amount

Interest Rate

Monthly Principal & Interest

Closing Informa	tion	Transactio	on Information
Date Issued	4/15/2013	Borrower	Michael Jones and Mary Stone
Closing Date	4/15/2013		123 Anywhere Street
Disbursement Date	4/15/2013		Anytown, ST 12345
Settlement Agent	Epsilon Title Co.	Seller	Steve Cole and Amy Doe
File #	12-3456		321 Somewhere Drive
Property	456 Somewhere Ave		Anytown, ST 12345
	Anytown, ST 12345	Lender	Ficus Bank
Sale Price	\$180,000		

\$162,000

3.875%

\$761.78

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

Information	Loan Infor	mation
lichael Jones and Mary Stone	Loan Term	30 years
23 Anywhere Street	Purpose	Purchase
nytown, ST 12345	Product	Fixed Rate
teve Cole and Amy Doe		
21 Somewhere Drive nytown, ST 12345	Loan Type	Conventional CFHA
cus Bank	Loan ID #	123456789
	MIC #	000654321
Can this amount increase aft	er closing?	
NO		
NO		
NO		

See Projected Payments below for your Estimated Total Monthly Payment	<i>\$7.610.6</i>	no		
		Does the loan ha	ve these features?	
Prepayment Penalty		YES • As high first 2 ye	as \$3,240 if you pay off the loan during the ears	
Balloon Payment		NO		
Projected Payments				
Payment Calculation		Years 1-7	Years 8-30	
Principal & Interest	\$761.78		\$761.78	
Mortgage Insurance	+	82.35	+ —	
Estimated Escrow Amount can increase over time	+ 206.13		+ 206.13	
Estimated Total Monthly Payment	\$	1,050.26	\$967.91	
Estimated Taxes, Insurance & Assessments Amount can increase over time See page 4 for details	\$356.13 a month	This estimate includ Property Taxes Homeowner's Insu Other: Homeowne See Escrow Account on costs separately.	YES Irance YES	
Costs at Closing				
Closing Costs	\$9,712.10 Includes \$4,694.05 in Loan O in Lender Credits. See page 2		Costs + \$5,018.05 in Other Costs – \$0 2 for details.	
Cash to Close	\$14,147.26	Includes Closing Costs. See	e Calculating Cash to Close on page 3 for details.	

Closing Disclosure, page 1. The most important facts about your loan are on the first page.

#### ON PAGE 2 OF 5

CLOSING DISCLOSURE

#### **Total Loan Costs**

Origination charges are fees your lender charges to make your loan. Some closing costs are fees paid to the providers selected by your lender. Some are fees you pay to providers you chose on your own.

#### Prepaids

Homeowner's insurance is often paid in advance for the first full year. Also, some taxes and other fees need to be paid in advance.

PAGE 1 OF 5 . LOAN ID # 123456789

		Borrow	er-Paid	Seller-F	Paid	Paid by
Loan Costs		At Closing	Before Closing	At Closing B	efore Closing	Others
A. Origination Charges		\$1,80	02.00			
0.25 % of Loan Amount (Point	s)	\$405.00				
2 Application Fee		\$300.00				
3 Underwriting Fee		\$1,097.00				
05						
06						
)7						
08 B. Services Borrower Did Not Sh		\$23				
Appraisal Fee	to John Smith Appraisers Inc.	\$25	0.55			\$405.00
2 Credit Report Fee	to Information Inc.		\$29.80			J405.00
3 Flood Determination Fee	to Info Co.	\$20.00				
14 Flood Monitoring Fee	to Info Co.	\$31.75				
5 Tax Monitoring Fee	to Info Co.	\$75.00				
6 Tax Status Research Fee	to Info Co.	\$80.00				
07 08						
19						
0						
C. Services Borrower Did Shop F		\$2,65	5.50			
1 Pest Inspection Fee	to Pests Co.	\$120.50				
2 Survey Fee	to Surveys Co.	\$85.00				
<ul> <li>3 Title – Insurance Binder</li> <li>34 Title – Lender's Title Insurance</li> </ul>	to Epsilon Title Co.	\$650.00 \$500.00				
15 Title – Settlement Agent Fee	to Epsilon Title Co. to Epsilon Title Co.	\$500.00				
06 Title – Title Search	to Epsilon Title Co.	\$800.00				
07						
08						
D. TOTAL LOAN COSTS (Borrowe	er-Paid)	\$4,69				
Loan Costs Subtotals (A + B + C)		\$4,664.25	\$29.80			
	Fees	\$85	.00			
E. Taxes and Other Government I	Fees Deed: \$40.00 Mortgage: \$45.00	\$85 \$85.00	.00			
Taxes and Other Government I     Recording Fees     Transfer Tax		\$85.00		\$950.00		
Taxes and Other Government I     Recording Fees     Transfer Tax     Prepaids	Deed: \$40.00 Mortgage: \$45.00 to Any State	\$85.00		\$950.00		
E. Taxes and Other Government I D1 Recording Fees D2 Transfer Tax F. Prepaids D1 Homeowner's Insurance Premiu	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co.	\$85.00		\$950.00		
E. Taxes and Other Government I 101 Recording Fees 122 Transfer Tax F. Prepaids 11 Homeowner's Insurance Premiu 12 Mortgage Insurance Premium (	Deed: \$40.00 Mortgage: \$45.00 to Any State um ( 12 mo.) to Insurance Co. ( mo.)	\$85.00 \$2,12 \$1,209.96		\$950.00		
Other Costs E. Taxes and Other Government I 11 Recording Fees 22 Transfer Tax F. Prepaids 11 Homeowner's Insurance Premium 22 Mortgage Insurance Premium 13 Prepaid Interest. (5 Tro.) Le An 40 Propetty Laws (6 Ano.) Le An 40 Propetty Laws (6 Ano.) Le An	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) Jay from 4/15/13 to 5/1/13 )	\$85.00 <b>\$2,12</b> \$1,209.96 \$279.04		\$950.00		
E. Taxes and Other Government I 11 Recording Fees 12 Transfer Tax E. Prepaids 11 Homeowner's Insurance Premium 12 Mortgage Insurance Premium 13 Prepaid Interest (\$17.44 per d 14 Property Taxes ( 6 mo.) to Any	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) Jay from 4/15/13 to 5/1/13 )	\$85.00 \$2,12 \$1,209.96		\$950.00		
E. Taxes and Other Government I 11 Recording Fees 22 Transfer Tax 32 Prepaids 11 Homeowner's Insurance Premium 24 Mortgage Insurance Premium ( 33 Prepaid Interest (\$17.44 per d 44 Property Taxes ( 6 mo.) to Any 15	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. ( mo.) lay from 4/15/13 to 5/1/13 ) ( County USA	\$85.00 <b>\$2,12</b> \$1,209.96 \$279.04	20.80	\$950.00		
E. Taxes and Other Government I 11 Recording Fees 22 Transfer Tax 7. Prepaids 21 Homeowner's Insurance Premiu 22 Mortgage Insurance Premium 32 Prepaid Interest (\$17.44 per 42 Property Taxes ( 6 mo.) to Any 35 . initial Escrow Payment at Clos	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) ay from 4/15/13 to 5/1/13 ) (County USA ing	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80	20.80	\$950.00		
Taxes and Other Government I     Recording Fees     Transfer Tax     Prepaids     Homeowner's Insurance Premium     Prepaid Interest (\$17.44 per d     Property Taxes (6 mo.) to Any     5     Initial Escrow Payment at Clos     Homeowner's Insurance \$100.82     Mortgage Insurance	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. ( mo.) lay from 4/15/13 to 5/1/13 ) County USA ing 3 per month for 2 mo. per month for mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$411 \$201.66	20.80	\$950.00		
E. Taxes and Other Government I 11 Recording Fees 12 Transfer Tax 7. Prepaids 11 Homeowner's Insurance Premiti 22 Mortgage Insurance Premitim 23 Prepaid Interest (\$17.44 per d 4 Property Taxes (\$ mo.) to Any 5. 5. Initial Escrow Payment at Clos 21 Homeowner's Insurance \$100.83 22 Mortgage Insurance 30 Property Taxes \$155.33 30 Property Taxes \$155.33	Deed: \$40.00         Mortgage: \$45.00           to Any State         wing (12 mo.)           um (12 mo.)         to Insurance Co.           (mo.)         (mo.)           Jay from 4/15/13 to 5/1/13 )         (20unt) USA           ing         3 per month for 2 mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$412	20.80	\$950.00		
E. Taxes and Other Government I 11 Recording Fees 22 Transfer Tax F. Prepaids 24 Mortgage Insurance Premium ( 23 Prepaid Interest (\$17.44 per d 24 Property Taxes ( 6 mo.) to Any 25 36. Initial Escrow Payment at Clos 21 Homeowner's Insurance \$100.83 22 Mortgage Insurance 33 Property Taxes \$105.33 24	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. ( mo.) lay from 4/15/13 to 5/1/13 ) County USA ing 3 per month for 2 mo. per month for mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$411 \$201.66	20.80	\$950.00		
E. Taxes and Other Government I           11 Recording Fees           12 Transfer Tax           8. Propaids           11 Homeowner's Insurance Premium (           03 Prepaid Interest (\$17.44 perd           14 Property Taxes (\$ 6 mo.) to Any           56           20 Mortgage Insurance Premium (           30 Property Taxes (\$ 6 mo.) to Any           21 Mortgage Insurance \$100.83           22 Mortgage Insurance \$100.33           23 Property Taxes \$ \$105.30           34	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. ( mo.) lay from 4/15/13 to 5/1/13 ) County USA ing 3 per month for 2 mo. per month for mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$411 \$201.66	20.80	\$950.00		
E. Taxes and Other Government I 11 Recording Fees 22 Transfer Tax F. Prepaids 24 Mortgage Insurance Premium ( 23 Prepaid Interest (\$17.44 per d 24 Property Taxes ( 6 mo.) to Any 25 36. Initial Escrow Payment at Clos 21 Homeowner's Insurance \$100.83 22 Mortgage Insurance 33 Property Taxes \$105.33 24	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. ( mo.) lay from 4/15/13 to 5/1/13 ) County USA ing 3 per month for 2 mo. per month for mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$411 \$201.66	20.80	\$950.00		
E. Taxes and Other Government I           11 Recording Fees           12 Transfer Tax           * Prepaids           11 Homeowner's Insurance Premium (           12 Mortgage Insurance Premium (           13 Prepaid Interest (\$17.44 per d           14 Property Taxes (6 mo.) to Any           15           2. Initial Escrow Payment at Clos           11 Homeowner's Insurance \$100.83           20 Mortgage Insurance           39 Property Taxes \$105.30           14	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. ( mo.) lay from 4/15/13 to 5/1/13 ) County USA ing 3 per month for 2 mo. per month for mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$411 \$201.66	20.80	\$950.00		
E. Taxes and Other Government I     Recording Fees     Zoransfer Tax     Prepaids     Homeowner's Insurance Premini     Mortgage Insurance Premini     Mortgage Insurance Premini     Property Taxes ( 6 mo.) to Any     So. Initial Escrow Payment at Clos     Homeowner's Insurance     Zowortgage Insurance     Property Taxes \$105.30     Homeowner's Taxes     Aggregate Adjustment     H. Other	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. ( mo.) lay from 4/15/13 to 5/1/13 ) (County USA ing 3 per month for 2 mo. per month for 2 mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$412 \$201.66 \$210.60 -0.01 \$2,40	20.80	\$950.00		
E. Taxes and Other Government I     Recording Fees     Ziransfer Tax     Frepaids     Homeowner's Insurance Premium (     A property Taxes ( 6 mo.) to Any     Forepaid Interest ( 517.44 per d     Property Taxes ( 6 mo.) to Any     So. Initial Escrow Payment at Clos     Intride Secrow Payment at Clos     Homeowner's Insurance     Sto5.34     Government     Aggregate Adjustment     HOAcpital Contribution	Deei: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13) (County USA <b>ing</b> 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$201.66 \$201.66 \$210.60 \$210	20.80	\$950.00		
E. Taxes and Other Government I     Recording Fees     Zransfer Tax     Frepaids     Homeowner's Insurance Premium (     20 Mortgage Insurance Premium (     37 Prepaid Interest (\$17.44 per d     4 Property Taxes ( 6 mo.) to Any     53     Initial Escrow Payment at Clos     Homeowner's Insurance \$100.8:     Mortgage Insurance     S105.30     Homeowner's Insurance \$105.30     Mortgage Adjustment     H. Other     THA Capital Contribution     HOA Capital Contribution	Deed: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13 ) r County USA ing 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$201.66 \$210.60 -0.01 <b>\$240</b> \$210.60 \$210.50 \$210.50	20.80	\$950.00	5750 M	
E. Taxes and Other Government I     Recording Fees     Ziransfer Tax     Frepaids     Homeowner's Insurance Premium     Mortgage Insurance Premium     Mortgage Insurance Premium     Mortgage Insurance Premium     Solnitial Escrow Payment at Clos     Homeowner's Insurance \$100.8i     Mortgage Insurance     Solnitial Escrow Payment at Clos     Homeowner's Insurance \$100.8i     Mortgage Insurance     Solnitial Escrow Payment at Clos     Homeowner's Insurance \$100.8i     Mortgage Insurance     Solnitial Escrow Payment at Clos     Homeowner's Insurance \$100.8i     Mortgage Insurance     Solnitial Escrew Payment     Hother     HoA Capital Contribution     HOA Capital Contribution     HOA Processing Fee	Deet; \$40.00 Mortgage; \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13 ) / County USA ing 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo. to HOA Acre Inc. to HOA Acre Inc. to Engineers Inc.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$201.66 \$201.66 \$210.60 \$210	20.80		\$750.00	
E. Taxes and Other Government I     Recording Fees     Zransfer Tax     Frepaids     Homeowner's Insurance Premium (     20 Mortgage Insurance Premium (     37 Prepaid Interest (\$17.44 per d     4 Property Taxes ( 6 mo.) to Any     53     Initial Escrow Payment at Clos     Homeowner's Insurance \$100.8:     Mortgage Insurance     S105.30     Homeowner's Insurance \$105.30     Mortgage Adjustment     H. Other     THA Capital Contribution     HOA Capital Contribution	beed: \$40.00 Mortgage: \$45.00 to Amy State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13) r County USA ing 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo. to HOA Acre Inc. to HOA Acre Inc. to HOA Acre Inc. to HOA Acre Inc. to To XYZ Waranty Inc.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$201.66 \$210.60 -0.01 <b>\$240</b> \$210.60 \$210.50 \$210.50	20.80	\$950.00 \$950.00 \$450.00 \$5,700.00	\$750.00	
E. Taxes and Other Government 1     Recording Fees     Transfer Tax     Trax     Transfer Tax     Trans	Deci \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13) r County USA <b>ing</b> 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo. 0 per month for 2 mo. 10 HOA Acre Inc. to HOA Acre Inc. to Engineers Inc. to XTZ Waranty Inc. to XTZ Waranty Inc. to XTZ Waranty Inc. to Alpha Real Estate Broker	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$210.60 \$210	20.80	\$450.00	\$750.00	
E. Taxes and Other Government I     Recording Fees     Ziransfer Tax     Frepaids     Homeowner's Insurance Premini     Mortgage Insurance Premini     Mortgage Insurance Premini     Mortgage Insurance 100     Homeowner's Insurance 5100     Home Series     Home Inspection Fee     Home Warrancy Free     Sheal Estate Commission     Real Estate Commission     Title – Owner's Title Insurance (IN	Deci \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13) r County USA <b>ing</b> 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo. 0 per month for 2 mo. 10 HOA Acre Inc. to HOA Acre Inc. to Engineers Inc. to XTZ Waranty Inc. to XTZ Waranty Inc. to XTZ Waranty Inc. to Alpha Real Estate Broker	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$201.66 \$210.60 -0.01 <b>\$240</b> \$210.60 \$210.50 \$210.50	20.80	\$450.00 \$5,700.00	\$750.00	
Exacs and Other Government 1     Recording Fees     Transfer Tax     Trax     Transfer Tax     Transfer Tax     Transfer Tax     Transfer	Deci: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13) / County USA ing 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo. 0 per month for 2 mo. 0 per month for 2 mo. 10 Acre Inc. 10 HOA Acre Inc. 10 Englineers Inc. 10 FAR Inc. 10 FAR Inc. 10 FAR Inc. 10 Alpha Real Estate Broker to Omga Real Estate Broker to Omga Real Estate Broker optional) to Epsilon Title Co.	\$85.00 \$279.04 \$279.04 \$631.80 \$411 \$201.66 \$210.60 -0.01 \$2,40 \$500.00 \$150.00 \$150.00 \$150.00	2.25	\$450.00 \$5,700.00	\$750.00	
E. Taxes and Other Government I     Recording Fees     Zransfer Tax     Terpaids     Homeowner's Insurance Premium (     Mortgage Insurance Premium (     Mortgage Insurance Premium (     A property Taxes ( 6 mo.) to Any     S     Initial Escrow Payment at Clos     Indrugage Insurance S100.8:     Mortgage Insurance S100.8:     Mortgage Insurance S100.8:     Mortgage Insurance S100.8:     Mortgage Adjustment     Hother     HoA Processing Fee     HoA Processing Fee     HoMer S1 HOA Commission     Home Inspection Fee     Home Inspection Fee     Home Real Estate Commission     Tritle – Owmer's Title Insurance (     Be	Deed: \$40.00 Mortgage: \$45.00 to Amy State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13 ) r County USA ing 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo. 0 per month for 2 mo. to HOA Acre Inc. to To XYZ Waranty Inc. to XYZ Waranty Inc. to Mega Real Estate Broker to Omega Real Estate Broker optional) to Epsilon Title Co.	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$210.60 \$210.60 \$210.60 \$210.60 \$210.60 \$210.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$1,000.00 \$1,000.00	2.25	\$450.00 \$5,700.00	\$750.00	
E. Taxes and Other Government I     Recording Fees     Ziransfer Tax     Frepaids     Homeowner's Insurance Premini     Mortgage Insurance Premini     Mortgage Insurance Premini     Mortgage Insurance 100     Homeowner's Insurance 5100     Home Series     Home Inspection Fee     Home Warrancy Free     Sheal Estate Commission     Real Estate Commission     Title – Owner's Title Insurance (IN	Deed: \$40.00 Mortgage: \$45.00 to Amy State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13 ) r County USA ing 3 per month for 2 mo. per month for 2 mo. 0 per month for 2 mo. 0 per month for 2 mo. to HOA Acre Inc. to To XYZ Waranty Inc. to XYZ Waranty Inc. to Mega Real Estate Broker to Omega Real Estate Broker optional) to Epsilon Title Co.	\$85.00 \$279.04 \$279.04 \$631.80 \$411 \$201.66 \$210.60 -0.01 \$2,40 \$500.00 \$150.00 \$150.00 \$150.00	2.25	\$450.00 \$5,700.00	\$750.00	
E. Taxes and Other Government I     Recording Fees     Zransfer Tax     Terpaids     Homeowner's Insurance Premium (     Mortgage Insurance Premium (     Mortgage Insurance Premium (     A property Taxes ( 6 mo.) to Any     S     Initial Escrow Payment at Clos     Indrugage Insurance S100.8:     Mortgage Insurance S100.8:     Mortgage Insurance S100.8:     Mortgage Insurance S100.8:     Mortgage Adjustment     Hother     HoA Processing Fee     HoA Processing Fee     HoMer S1 HOA Commission     Home Inspection Fee     Home Inspection Fee     Home Real Estate Commission     Tritle – Owmer's Title Insurance (     Be	Deci: \$40.00 Mortgage: \$45.00 to Any State um (12 mo.) to Insurance Co. (mo.) lay from 4/15/13 to 5/1/13) / County USA <b>ing</b> 3 per month for 2 mo. per month for 2 mo. 0 per Month for 2 mo. 10 HOA Acre Inc. to HOA Acre Inc. to Englineers Inc. to Alpha Real Estate Broker to Omega Real Estate Broker to Omega Real Estate Broker optional) to Epsilon Title Co. er-Paid) H)	\$85.00 \$2,12 \$1,209.96 \$279.04 \$631.80 \$210.60 \$210.60 \$210.60 \$210.60 \$210.60 \$210.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$1,000.00 \$1,000.00	2.25	\$450.00 \$5,700.00	\$750.00	

#### Escrow

An escrow or impound account is a special account where monthly insurance and tax payments are held until they are paid out each year. You get a statement showing how much money your lender or mortgage servicer plans to require for your escrow or impound account.

You also get an annual analysis showing what happened to the money in your account. Your lender must follow federal rules to make sure they do not end up with a large surplus or shortage in your escrow or impound account.

Details of your closing costs appear on page 2 of the Closing Disclosure.

### USE YOUR CLOSING DISCLOSURE TO CONFIRM THE DETAILS OF YOUR LOAN

Circle one. If you answer no, turn to the page indicated for more information:

The interest rate is what I was expecting based on my Loan Estimate.	YES / NO (see page 10)
I know whether I have a prepayment penalty or balloon payment.	YES / NO (see page 7)
I know whether or not my payment changes in future years.	YES / NO (see page 7)
I see whether I am paying points or receiving points at closing.	YES / NO (see page 9)
I know whether I have an escrow account.	YES / NO (see above)

#### **ON PAGE 3 OF 5**

#### **Calculating Cash to Close**

Closing costs are only a part of the total cash you need to bring to closing.

#### **Summaries of Transactions**

The section at the bottom of the page sums up how the money flows among you, the lender, and the seller.

#### **ON PAGE 4 OF 5**

#### Loan Disclosures

Page 4 breaks down what is and is not included in your escrow or impound account. Make sure you understand what is paid from your escrow account and what you are responsible for paying yourself.

> Top image: A summary of important financial information appears on page 3 of the Closing Disclosure.

Bottom image: More details of your loan appear on page 4 of your Closing Disclosure.

Calculating Cash to Close	Use this tab	le to see what i	nas cha	anged from your Loan Estimate.
	Loan Estimate	Final	Did t	his change?
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES	See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	- \$29.80	YES	You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO	
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO	
Deposit	- \$10,000.00	- \$10,000.00	NO	
Funds for Borrower	\$0	\$0	NO	
Seller Credits	\$0	- \$2,500.00	YES	See Seller Credits in Section L
Adjustments and Other Credits	\$0	- \$1,035.04	YES	See details in Sections K and L
Cash to Close	\$16,054.00	\$14,147.26		

Summaries of Transactions Use this table to see a		nary of your transaction.		
BORROWER'S TRANSACTION		SELLER'S TRANSACTION		
K. Due from Borrower at Closing \$189,762.30		M. Due to Seller at Closing	\$180,080.00	
01 Sale Price of Property	\$180,000.00	01 Sale Price of Property	\$180,000.00	
02 Sale Price of Any Personal Property Included in Sale		02 Sale Price of Any Personal Property Included in Sale		
03 Closing Costs Paid at Closing (J) \$9,682.30		03		
04		04		
Adjustments		05		
05		06		
06		07		
07		08		
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance		
08 City/Town Taxes to		09 City/Town Taxes to		
09 County Taxes to		10 County Taxes to		
10 Assessments to		11 Assessments to		
11 HOA Dues 4/15/13 to 4/30/13	\$80.00	12 HOA Dues 4/15/13 to 4/30/13	\$80.00	
12		13		
13		14		
14		15		
15		16		
L. Paid Already by or on Behalf of Borrower at Closing	\$175,615.04	N. Due from Seller at Closing	\$115,665.04	
01 Deposit \$10,000.		01 Excess Deposit		
02 Loan Amount	\$162,000.00	02 Closing Costs Paid at Closing (J)	\$12,800.00	
03 Existing Loan(s) Assumed or Taken Subject to		03 Existing Loan(s) Assumed or Taken Subject to		
04		04 Payoff of First Mortgage Loan	\$100,000.00	
05 Seller Credit \$2,500.00		05 Payoff of Second Mortgage Loan		

#### Additional Information About This Loan

#### Loan Disclosures

6

01

Ca

CLC

- Assumption f you sell or transfer this property to another person, your lender will allow, under certain conditions, this person to assume this loan on the original terms.
- x will not allow assumption of this loan on the original terms

#### Demand Feature

#### Your loan

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

#### Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

### Negative Amortization (Increase in Loan Amount) Under your loan terms, you

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

#### Partial Payments Your lender

- 🕱 may accept payments that are less than the full amount due
- (partial payments) and apply them to your loan may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments. If this loan is sold, your new lender may have a different policy.

#### Security Interest

You are granting a security interest in 456 Somewhere Ave., Anytown, ST 12345

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

#### Escrow Account For now, your loan

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

#### Escrow

Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: <i>Homeowner's Association Dues</i> You may have other property costs.
Initial Escrow Payment	\$412.25	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

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

No Escrow	
Estimated	Estimated total amou

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

#### In the future,

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

	15			Other Disclosur			- Einanco
				_	es		Finance
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled. Finance Charge. The dollar amount the loan will		Appraisal If the property was appraised for your loan, your lender is required to		In additi			
		give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.			amount		
cost you.	e dollar amount the loa	in will	\$118,830.27	Contract Details			pay a lo
Amount Financed. paying your upfront	The loan amount availa finance charge.		\$162,000.00	<ul> <li>what happens if</li> </ul>	See your note and security instrument for information about • what happens if you fail to make your payments,		
Annual Percentage	Rate (APR). Your cost	s over		<ul> <li>what is a default</li> <li>situations in white loan, and</li> </ul>	ch your lender can requir	e early repayment of the	life of th
the loan term expre- interest rate.	ssed as a rate. This is no	ot your	4.174%	the rules for ma	king payments before th	iey are due.	worthwl
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percentage of your lo			69.46%	refinance or take lose this protectio foreclosure. You n	on any additional debt or on and have to pay any de nay want to consult a law		Annual
						ty for the unpaid balance.	
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Loan calculations, disclosures, and contact information for your files are on page 5 of the Closing Disclosure.

#### NOW

- Now you've spent time understanding what you need to do and what you need to pay, as a new homeowner.
- Now is the time to step back and feel sure you want to proceed with the loan.

#### IN THE FUTURE

- If you are not comfortable with your mortgage and your responsibility to make payments, you might not be able to keep your home.
- If you've made a careful decision about what you can afford and the mortgage you wanted, you will be able to balance owning your home and meeting your other financial goals.

#### 5 OF 5

#### harge

to paying back the u are borrowing, you f interest over the oan. This is why it is e to shop carefully for an for your situation.

#### rcentage Rate (APR)

s your total cost of ed as a rate. Your erally higher than est rate, because the into consideration ts of your loan, over m of the loan.

on the Closing is not clear to you, ender or settlement hat does this mean?"

# Owning your home

# Now you've closed on your mortgage and the home is yours.

Owning a home is exciting. And your home is also a large investment. Here's how to protect that investment.

# **1.** Act fast if you get behind on your payments

#### IN THIS SECTION

- 1. Act fast if you get behind on your payments
- 2. Keep up with ongoing costs
- **3.** Determine if you need flood insurance
- **4.** Understand Home Equity Lines of Credit (HELOCs) and refinancing

If you fall behind on your mortgage, the company that accepts payments on your mortgage contacts you. This company is your **mortgage servicer**. Your servicer is required to let you know what options are available to avoid foreclosure. Talk to your mortgage servicer if you get into trouble, and call a housing counselor (see **page 12** for contact information). HUD-approved counselors are professionals who can help you, often at little or no charge to you.

Homeowners struggling to pay a mortgage should beware of scammers promising to lower mortgage payments. Only your mortgage servicer can evaluate you for a loan modification. If you suspect a scam you can call (855) 411-2372 or visit consumerfinance.gov/complaint.

# 2. Keep up with ongoing costs

Your mortgage payment is just one part of what it costs to live in your new home. Your escrow account holds your monthly taxes and homeowner's insurance payments-but if you have no escrow account, you need to keep up with these on your own. Your home needs maintenance and repairs, so budget and save for these too.

# 3. Determine if you need flood insurance

Flooding causes more than \$8 billion in damages in the United States in an average year. You can protect your home and its contents from flood damage. Depending on your property location, your home is considered either at high-risk or at moderate-to-low risk for a flood. Your insurance premium varies accordingly. You can find out more about flood insurance at FloodSmart.gov. Private flood insurance could also be available.

Although you may not be required to maintain flood insurance on all structures, you may still wish to do so, and your mortgage lender may still require you to do so to protect the collateral securing the mortgage. If you choose to not maintain flood insurance on a structure, and it floods, you are responsible for all flood losses relating to that structure.

# **4.** Understand Home Equity Lines of Credit (HELOCs) and refinancing

Homeowners sometimes decide they want to borrow against the value of their home to help remodel or pay for other large expenses. One way to do this is with a **Home Equity Line of Credit** (HELOC). You can learn more about HELOCs at files.consumerfinance.gov/f/201401\_cfpb\_booklet\_heloc.pdf.

Financial counselors caution homeowners against using a HELOC to wipe out credit card debt. If you use a HELOC as a quick fix to a serious spending problem, you could end up back in debt and lose your home.

If you decide to take out a HELOC or refinance your mortgage, the Truth in Lending Act (TILA) gives you the **right to rescind**, meaning you can change your mind and cancel the loan. But you can only rescind a refinance or HELOC within three days of receiving a proper notice of the right to rescind from your lender. You cannot rescind if you are using your HELOC to buy a home.

In the case of a refinance, consider how long it will take for the monthly savings to pay for the cost of the refinance. Review the closing costs you paid for your original loan to purchase the home. Refinancing costs can be about the same amount. A common rule of thumb is to proceed only if the new interest rate saves you that amount over about two years (in other words, if you break even in about two years).

## **†** Congratulations!

You have accomplished a lot. It is not easy-you should feel proud of the work you've done.



#### **Online tools**

**CFPB** website

Answers to common questions consumerfinance.gov/askcfpb

Tools and resources for home buyers consumerfinance.gov/owning-a-home

Talk to a housing counselor consumerfinance.gov/find-a-housing-counselor



#### **General inquiries**

**Consumer Financial Protection Bureau** 1700 G Street NW Washington DC 20552



#### Submit a complaint

Online consumerfinance.gov/complaint

By phone

855-411-CFPB (2372); TTY/TDD 855-729-CFPB (2372); 8 a.m. to 8 p.m. Eastern Time, Monday-Friday

### By fax

855-237-2392

#### By mail

Consumer Financial Protection Bureau P.O. Box 4503 Iowa City, Iowa 52244



### **Share your thoughts**

Facebook.com/cfpb

Last updated August 2015

#### ADJUSTABLE RATE MORTGAGE PROGRAM DISCLOSURE 5/5, 6/1 & 7/1 REVISED 07/01/2023

#### **Bogota Savings Bank**

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

#### GENERAL DESCRIPTION OF THE ARM PROGRAM.

Your interest rate and payment can change after the initial term of six (6) or seven (7) years, then annually for the 6/1 and 7/1 or every (5) five years for the 5/5.

The changes will be based upon the movement of the interest rate index ("index"). The interest rate and payment amount will increase if the index rises, and may decrease if the index falls, subject to certain rules and limitations ("caps") described below and on the reverse side. The interest rate will never be less than the start rate.

Your interest rate will be higher than the index, subject to the limitations ("**caps**") described below and on the reverse side. The "**margin**" is the amount which will be added to the index to determine the interest rate at each adjustment. Once the margin is established for your loan, the margin will not change throughout the term of the loan. Ask us for our current interest rate and margin.

Your index, and a source of information about the index, is identified on the reverse side of this disclosure in the TABLE OF INFORMATION. If this index is not available, a comparable index will be used.

#### HOW YOUR INITIAL INTEREST RATE AND INITIAL PAYMENT AMOUNT WILL BE DETERMINED.

Your initial interest rate is not based on the index used to make later adjustments. The amount by which the initial interest rate is less than the rate that would be determined by adding the margin to the index (and then rounding) is called the **"initial interest rate discount"**. Ask us for the amount of the initial interest rate discount which currently applies to our adjustable rate mortgages.

Your initial payment will be based on the initial interest rate, loan balance and loan term. This initial payment will be determined by calculating the amount required to repay the amount of the loan in substantially equal monthly payments over the loan term at the initial interest rate.

#### HOW YOUR INTEREST RATE CAN CHANGE.

Your interest rate can change after the initial term of six (6) or seven (7) years, then annually for the 6/1 and 7/1 or every (5) five years for the 5/5.

The dates when the interest rate can change are called "interest rate change dates".

At each adjustment, your interest rate cannot increase or decrease by an amount more than the **"periodic interest rate cap**". The amount of the periodic interest rate cap is set forth on the reverse side in the TABLE OF INFORMATION.

During the life of the loan, your interest rate cannot increase by an amount more than the **"lifetime interest rate cap"**. The amount of the lifetime interest rate cap is set forth on the reverse side in the TABLE OF INFORMATION.

The interest rate which will be effective on the change date ("new interest rate") will be based on the index, plus the margin. The new interest rate will be calculated by adding the margin to the most recent published index figure available 45 days before the interest rate change date. The result will be rounded, and then adjusted, if necessary, according to the periodic and lifetime interest rate caps. The method of rounding is set forth on the reverse side in the TABLE OF INFORMATION.

#### HOW YOUR PAYMENT CAN CHANGE.

Your payment can change after the initial term of six (6) or seven (7) years, then annually for the 6/1 and 7/1 or every (5) five years for the 5/5.

If the interest rate changes on an interest rate change date, the payment change will become effective starting with the payment due one month later.

The new payment will be based on the new interest rate, the loan balance on the change date and the remaining loan term. This new payment will be determined by calculating the amount required to repay the remaining balance in substantially equal monthly payments over the remaining loan term at the new interest rate.

#### NOTICE OF INTEREST RATE AND PAYMENT CHANGES.

If your interest rate and payment change on any change date, you will be notified of the *estimated* change at least 210, but no more than 240 days before the due date of a payment at the new level. You will be notified of the *actual* change at least 60, but no more than 120 days before the due date of a payment at the new level. These notices will contain information about the index, interest rates, payment amount and loan balance.

#### TABLE OF INFORMATION - 6/1 ARM

Loan Amount:	\$10,000.00	Adjustments:	Payments:	In 6 years, then annual
<b>Initial Interest Rate:</b>	5.875% (a)		Interest Rate:	In 6 years, then annual
Margin:	2.750% (b)	Interest Rate Caps:	Periodic:	2.000%
Initial Discount:	(-2.125%) (c)		Lifetime:	5.000%

(a) Initial Interest Rate: This is an initial interest rate we have used recently; your initial interest rate may be different.

(b) **Margin:** This is a margin we have used recently; your margin may be different.

(c) Initial Discount: This is an initial interest rate discount we have used recently; your discount may be different.

**Rounding:** The new interest rate is calculated by adding the margin to the index and rounding the result to the nearest 0.125% before being adjusted, if necessary, according to the periodic and lifetime interest rate caps.

**Index:** Weekly average yield on U.S. Treasury Securities adjusted to a constant maturity of one (1) year as made available in the Federal Reserve Statistical Release H.15(519).

Important Notice: Your monthly payment can increase or decrease substantially based on annual changes in the interest rate.

Ask us for our current interest rate, available terms and our current margin and initial interest rate premium.

#### EXAMPLE OF MAXIMUM INTEREST RATE AND MAXIMUM PAYMENT WHICH COULD BE REQUIRED

For example, on a \$10,000 loan with an initial interest rate of 5.875% in effect July, 2023, the maximum amount the interest rate can rise under this program is five (5.000%) percentage points to 10.875%, and the payment can rise as follows, depending on the term of the loan, beginning with year 7: (Note: The Payment Example is based on a 30 year term.)

To see what your monthly payment would have been during that period, divide your mortgage amount by \$10,000, then multiply the monthly payment by that amount. For example, the monthly payment for a mortgage amount of \$60,000 would be:

30 Year Term (Initial Payment = \$59.15)	<b>30 Year Term (Maximum Payment = \$88.68)</b>
\$60,000/\$10,000=6	\$60,000/\$10,000=6
6 x \$59.15 = \$354.90	6 x \$88.68 = \$532.08

#### TABLE OF INFORMATION - 7/1 ARM

Loan Amount:	\$10,000.00	Adjustments:	Payments:	In 7 years, then annual
Initial Interest Rate:	6.000% (a)		Interest Rate:	In 7 years, then annual
Margin:	2.750% (b)	Interest Rate Caps:	Periodic:	2.000%
<b>Initial Discount:</b>	(-2.000%) (c)		Lifetime:	5.000%

(a) Initial Interest Rate: This is an initial interest rate we have used recently; your initial interest rate may be different.

(b) **Margin:** This is a margin we have used recently; your margin may be different.

(c) **Initial Discount:** This is an initial interest rate discount we have used recently; your discount may be different.

- **Rounding:** The new interest rate is calculated by adding the margin to the index and rounding the result to the nearest 0.125% before being adjusted, if necessary, according to the periodic and lifetime interest rate caps.
- **Index:** Weekly average yield on U.S. Treasury Securities adjusted to a constant maturity of one (1) year as made available in the Federal Reserve Statistical Release H.15(519).

Important Notice: Your monthly payment can increase or decrease substantially based on annual changes in the interest rate.

Ask us for our current interest rate, available terms and our current margin and initial interest rate premium.

#### EXAMPLE OF MAXIMUM INTEREST RATE AND MAXIMUM PAYMENT WHICH COULD BE REQUIRED

For example, on a \$10,000 loan with an initial interest rate of 6.000% in effect July, 2023, the maximum amount the interest rate can rise under this program is five (5.00%) percentage points to 11.000%, and the payment can rise as follows, depending on the term of the loan, beginning with year 8: (Note: The Payment Example is based on a 30 year term.)

To see what your monthly payment would have been during that period, divide your mortgage amount by \$10,000, then multiply the monthly payment by that amount. For example, the monthly payment for a mortgage amount of \$60,000 would be:

30 Year Term (Initial Payment = \$59.96)	30 Year Term (Maximum Payment = \$87.64)
\$60,000/\$10,000=6	\$60,000/\$10,000=6
6 x \$59.96 = \$359.76	6 x \$87.64 = \$525.84

# TABLE OF INFORMATION - 5/5 ARM

Loan Amount:	\$10,000.00	Adjustments:	Payments:	Every 5 years
Initial Interest Rate:	6.000% (a)		Interest Rate:	Every 5 years
Margin:	2.500% (b)	Interest Rate Caps:	Periodic:	2.000%
Initial Discount:	(-0.500%) (c)		Lifetime:	5.000%

(a) **Initial Interest Rate:** This is an initial interest rate we have used recently; your initial interest rate may be different.

- (b) **Margin:** This is a margin we have used recently; your margin may be different.
- (c) Initial Discount: This is an initial interest rate discount we have used recently; your discount may be different.
- **Rounding:** The new interest rate is calculated by adding the margin to the index and rounding the result to the nearest 0.125% before being adjusted, if necessary, according to the periodic and lifetime interest rate caps.
- **Index:** Weekly average yield on U.S. Treasury Securities adjusted to a constant maturity of five (5) year as made available in the Federal Reserve Statistical Release H.15(519).

Important Notice: Your monthly payment can increase or decrease substantially based on annual changes in the interest rate.

Ask us for our current interest rate, available terms and our current margin and initial interest rate premium.

#### EXAMPLE OF MAXIMUM INTEREST RATE AND MAXIMUM PAYMENT WHICH COULD BE REQUIRED

For example, on a \$10,000 loan with an initial interest rate of 6.000% in effect July, 2023, the maximum amount the interest rate can rise under this program is five (5.00%) percentage points to 11.000%, and the payment can rise as follows, depending on the term of the loan, beginning with year 6: (Note: The Payment Example is based on a 30 year term.)

To see what your monthly payment would have been during that period, divide your mortgage amount by \$10,000, then multiply the monthly payment by that amount. For example, the monthly payment for a mortgage amount of \$60,000 would be:

30 Year Term (Initial Payment = \$56.78)	<b>30 Year Term (Maximum Payment = \$83.69)</b>
\$60,000/\$10,000=6	\$60,000/\$10,000=6
6 x \$56.78 = \$340.68	6 x \$83.69 = \$502.14

CONSUMER HANDBOOK ON

# Adjustable-Rate Mortgages

Find out how your payment can change over time





An official publication of the U.S. government

## How to use the booklet

When you and your mortgage lender discuss adjustable-rate mortgages (ARMs), you receive a copy of this booklet. When you apply for an ARM loan, you receive a Loan Estimate. You can request and receive multiple Loan Estimates from competing lenders to find your best deal.

You may want to have your Loan Estimate handy for any loan you are considering as you work through this booklet. We reference a sample Loan Estimate throughout the booklet to help you apply the information to your situation.

You can find more information about ARMs at **cfpb.gov/about-arms**. You'll also find other mortgage-related CFPB resources, facts, and tools to help you take control of the homebuying process.

## About the CFPB

The Consumer Financial Protection Bureau regulates the offering and provision of consumer financial products and services under the federal consumer financial laws and educates and empowers consumers to make better informed financial decisions.

This booklet, titled Consumer Handbook on Adjustable Rate Mortgages, was created to comply with federal law pursuant to 12 U.S.C. 2604 and 12 CFR 1026.19(b)(1).

# How can this booklet help you?

This booklet can help you decide whether an adjustable-rate mortgage (ARM) is the right choice for you and to help you take control of the homebuying process.

Your lender may have already provided you with a copy of Your Home Loan Toolkit. You can also download the Toolkit from the CFPB's Buying a House guide at **cfpb.gov/buy-a**house/.

An ARM is a mortgage with an interest rate that changes, or "adjusts," throughout the loan.

With an ARM, the interest rate and monthly payment may start out low. However, both the rate and the payment can increase very quickly.

Consider an ARM only if you can afford increases in your monthly payment-even to the maximum amount.

## After you finish this booklet:

- You'll understand how an ARM works and whether it's the right choice for you. (page 2)
- You'll know how to review important documents when you apply for an ARM. (page 6)
- You'll understand the risks that come with different types of ARMs. (page 18)

## Is an ARM right for you?

ARMs come with the risk of higher payments in the future that you might not be able to predict. But in some situations, an ARM might make sense for you. If you are considering an ARM, be sure to understand the tradeoffs.

#### ТΙР

Don't count on being able to refinance before your interest rate and monthly payments increase. You might not qualify for refinancing if the value of your home goes down or if something unexpected damages your financial situation, like a job loss or medical costs.

COMPARE	FIXED-RATE MORTGAGE	ADJUSTABLE-RATE MORTGAGE				
Consider this option if	<ul> <li>You prefer predictable payments, or</li> <li>You plan to keep your home for a long period of time</li> </ul>	<ul> <li>You are confident you can afford increases in your monthly payment–even to the maximum amount, or</li> <li>You plan to sell your home within a short period of time</li> </ul>				
Interest rate	<ul><li>Set when you take out the loan</li><li>Stays the same for the entire loan term</li></ul>	<ul> <li>Based on an index that changes</li> <li>May start out lower than a fixed rate mortgage but you bear the risk of increases throughout your loan</li> </ul>				
Monthly payment	<ul> <li>Principal and interest payment stays the same over the life of your loan</li> <li>You know the total you will pay in principal and interest over the life of the loan</li> </ul>	<ul> <li>Initial principal and interest payment amount remains in effect for a limited period</li> <li>You can't know in advance how much total interest you will pay because your interest rate changes</li> <li>If you can't afford the increased payments, you may lose your home to foreclosure</li> </ul>				

## Learn about how ARMs work

As you decide whether to move ahead with an ARM, you should understand how they work and how your housing costs can be affected.

## Interest rate = index + margin

The interest rate on an ARM has two parts: the index and the margin.

#### INDEX

An **index** is a measure of interest rates generally that reflects trends in the overall economy. Different lenders use different indexes for their ARM programs.

Common indexes include the U.S. prime rate and the Constant Maturity Treasury (CMT) rate. Talk with your lender to find out more about the index they use, which is also shown on your Loan Estimate.

#### MARGIN

The **margin** is an extra percentage that the lender adds to the index.

You can shop around to different lenders to find the lowest combination of the index plus the margin. Your Loan Estimate shows the index and the margin being offered to you.

## Changes to initial rate and payment

The *initial* interest rate and *initial* principal and interest payment amount on an ARM remain in effect for a limited period.

So, when you see ARMs advertised as 5/1 or 5/6m ARMs:

- The first number tells you the length of time your initial interest rate lasts.
- The second number tells you how often the rate changes after that.

For example, during the first five years in a 5/6m ARM your rate stays the same. After that, the rate may adjust every six months (the 6m in the 5/6m example) until the loan is paid off. This period between rate changes is called the **adjustment period**. Adjustment periods can vary. Some last a month, a year, or like this example, six months.

For some ARMs, the initial rate and payment can be very different from the rates and payments later in the loan term. Even if the market for interest rates is stable, your rates and payments could change a lot.

## Use your Loan Estimate to understand your ARM

When you apply for a the lender gives you called a Loan Estimat describes important the loan the lender is you. This section illus parts of a Loan Estim specific features of A An interactive, online Loan Estimate sample at: cfpb.gov/arm-exp

		Save this Loan Estimate	to compare with your	Closing Disclosure.	
Loan Estimate		LOAN TERM 30 years			
DATE ISSUED APPLICANTS		PRODUCT 5/1 Adjust	ntional 🗆 🖬 🗆 VA		
PROPERTY			RATE LOCK X NO YES Before closing, your interest rate, points, and lende		
SALE PRICE					
Loan Terms		Can this an	nount increase after	r closing?	
Loan Amount	\$216,000	NO			
Interest Rate	3%	· Ca	n go as high as 8%	in year 8	
Monthly Principal & Interest See Projected Payments Below for Your Total Monthly Payment	\$910.66	YES · Ad · Ca	justs <b>every year</b> sta n go <b>as high as \$1,</b>	rting in year 6 <b>467</b> in year 8	
		Does the lo	an have these featu	ures?	
Prepayment Penalty		NO			ıs)
Balloon Payment		NO			
<b>Projected Payments</b>					
Payment Calculation	Years 1-5	Years 6	Years 7	Years 8-30	ho.
Principal & Interest	\$910.66	\$838 min \$1,123 max	\$838 min \$1,350 max	\$838 min \$1,467 max	
Mortgage Insurance	+ 99	+ 99	+ 99	+	
Estimated Escrow Amount can increase over time	+ 341	+ 341	+ 341	+ 341	
Estimated Total Monthly Payment	\$1,290	\$1,217 - \$1,502	\$1,217 - \$1,729	\$1,179 – \$1,808	
Estimated Taxes, Insurance & Assessments Amount can increase over time	\$341 a month	Property Taxes     Homeowner's I     Other:     See Section G on page	nsurance ge 2 for escrowed prope	In escrow? YES YES	
Costs at Closing					
Estimated Closing Costs	\$X,XXX			ner Costs –	ount)
Estimated Cash to Close	\$XX,XXX	Includes Closing C for details.	Costs. See calculating Co	ash to Close on page 2	
Visit www.	.consumerfinance.gov/le	<b>arnmore</b> for general info		3 • LOAN ID # 123456789	
			Adjusts	ble Interact Pate (AIR	
			Index + Ma	rgin	1 Year Cmt + 2.25%
			Minimum/I	Maximum Interest Rate	3% 2.25% / 8%
			First Char	ige	Beginning of 61st month
			Limits on I	nterest Rate Changes	
			First Char	ige	2%
			Subseque	ent Changes	2%
	DATE ISSUED APPLICANTS PROPERTY SALE PRICE Loan Amount Interest Rate Monthly Principal & Interest See Projected Payments Below for Your Total Monthly Payment Prepayment Penalty Balloon Payment Projected Payments Projected Payments Projected Payments Projected Payments Projected Payments Projected Payments Projected Payments Estimated Total Monthly Payment Estimated Total Monthly Payment Estimated Total Monthly Payment Estimated Total Monthly Payment Estimated Total Monthly Payment Estimated Total Monthly Costs Estimated Closing Costs Estimated Cash to Close	DATE ISSUED APPLICANTS PROPERTY SALE PRICE Coan Terms Loan Amount \$216,000 Interest Rate 3% Monthly Principal & Interest See Projected Payments Below for Your Total Monthly Payment \$ Prepayment Penalty Balloon Payment Projected Payments Projected Payments Splite Sp	Loan Estimate       J0 years         DATE ISSUED       PURPOSE         APPLICANTS       PURPOSE         PROPERTY       SALE PRICE         SALE PRICE       Can this and cosing cosis cosing cosis         Loan Amount       \$216,000         Interest Rate       3%         YES       And cosing cosis         Monthly Principal & Interest See Projected Payments Below for Your Total Monthly Payment       S910.66         Prepayment Penalty       NO         Balloon Payment       NO         Principal & Interest       \$910.66         Projected Payments       Sala sinin \$1,123 max         Principal & Interest       \$910.66         Stimated Escrow       + 341         Annount conincrease over time       + 341         Estimated Taxes, insurance & Assessments       \$341 a month         Amount conincrease over time       \$341 a month         Estimated Taxes, insurance       \$341 a month         State Closing       St.XXXX         Includes in Increase over time         State Closing       \$X,XXX         Includes Closing Costs       \$X,XXXX         Includes Closing Costs       \$X,XXXX         Includes Closing Costs       \$X,XXXX         Includes Closing	Loan Estimate       JUAN TEN Purchase       30 years Purchase         DATE ISSUED APPLICANTS       JUAN TEN PROPERTY       JUAN TEN UCONNET       JUAN TEN UCONNET       JUAN TEN UCONNET         SALE PRICE       JUCONT       SCONCET       STABLESTING SCONT PURCENTS         SALE PRICE       JUCONT       SCONT PURCENTS         SALE PRICE       Can this amount increase after doing costs capie on the spoul ock the interest doing costs capie ock doing costs	DATE ISSUD APPLICANTS     PURPOSE PURPOSE IN Adjustable Rate LOAN TYPE     PURPOSE IN Adjustable Rate LOAN TYPE     UN       PROPERTY SALE PRICE     Interest rate. All other estimated doing cost expansion     Interest rate. All other estimated doing cost expansion       Interest Rate     3%     YES     • Adjusts every year starting in year 6 • Can go as high as 5% in year 8       Interest Rate     3%     YES     • Adjusts every year starting in year 6 • Can go as high as 5% in year 8       See All Table on page 2 for datals     See All Table on page 2 for datals       Monthly Principal & Interest for Your Tatal Monthly Payment     S910.66     YES     • Adjusts every year starting in year 6 • Can go as high as 51.467 in year 8       Prepayment Renalty     NO     Does the loan have these features?     Prepayment Renalty       Payment Calculation     Years 1:5     Years 6     Years 7     Years 8:30       Principal & Interest to Your Tatal Monthly Payment     S1,217     S1,217     S1,147     S1,467       Payment Calculation     Years 6     Years 7     Years 8:30     Yes *S3 at 11     S338 min \$338 min \$1,457 max       Mortgage Insurance     + 39     + 99     + 99     + -     -       Estimated Carour     # 311     + 311     + 311     + 311       Mortgage Insurance     \$341     B (Property Taxes     YES       Amount can increase over time </td

Product

## Loan terms

#### **INTEREST RATE**

The Loan Estimate shows the *initial* interest rate you pay at the beginning of your loan term. This row also shows how often your rate can change and how high it can go.

#### **MONTHLY PRINCIPAL & INTEREST**

The Loan Estimate shows the *initial* monthly principal and interest payment you'll make if you accept this loan. Your **principal** is the money that you originally agreed to pay back on your loan. **Interest** is a cost you pay to borrow the principal. The initial principal and interest payment amount for an ARM is set only for the initial period and may change after that.

## THE TALK

You might hear, "An ARM makes sense because you can refinance the loan before your interest rate and monthly payment increase."

Ask yourself, a spouse, or a loved one:

- "What if the market value of the home goes down?"
- "What if our financial situation or our credit score gets damaged by something unexpected like a job loss or illness?"
- "If we can't refinance at a better rate, can we afford the maximum interest rate and payment increase under this loan?"

Loan Terms		Can this amount increase after closing?
Loan Amount	\$216,000	NO
Interest Rate	3%	YES · Adjusts every year starting in year 6 · Can go as high as 8% in year 8 · See AIR Table for details
Monthly Principal & Interest See Projected Payments Below for Your Total Monthly Payment	\$910.66	YES · Adjusts every year starting in year 6 · Can go as high as \$1,467 in year 8
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO

Example of "Loan terms" section. Find this on page 1 of your own Loan Estimate

Payment Calculation	Years 1-5	Years 6	Years 7	Years 8-30
Principal & Interest	\$910.66	\$838 min \$1,123 max	\$838 min \$1,350 max	\$838 min \$1,467 max
Mortgage Insurance	+ 99	+ 99	+ 99	+
Estimated Escrow Amount can increase over time	+ 341	+ 341	+ 341	+ 341
Estimated Total Monthly Payment	\$1,290	\$1,217 – \$1,502	\$1,217 - \$1,729	\$1,179 – \$1,80
<b>Estimated Taxes, Insurance &amp; Assessments</b> Amount can increase over time	\$341 a month	This estimate includes		

Example of "Projected payments" section. Find this on page 1 of your own Loan Estimate

## **Projected payments**

#### **PRINCIPAL & INTEREST**

The monthly principal and interest payment on your ARM is likely to change after the initial period. Review this section to see how your payment can change based on your loan's interest rate.

#### ESTIMATED TOTAL MONTHLY PAYMENT

Review this row to see the total minimum and maximum monthly payments. The payments include mortgage insurance, property taxes, homeowners insurance, and any additional property assessments or other escrow items. Learn more about these mortgage terms at cfpb.gov/mortgage-terms/

Keep in mind that other parts of your monthly and annual housing costs can change, such as your property taxes and homeowners insurance payments.

## THE TALK

Talk over how your financial life could be affected if your ARM monthly payment increases. In future years, you might face money decisions like:

- Job changes
- School or other education expenses
- Medical needs and expenses

Because ARM adjustments are unpredictable, you might have less or more financial flexibility for other parts of your life.

## Adjustable Interest Rate (AIR) table

You should read and understand the AIR table calculations before committing to an ARM. It's important to know how your interest rate changes over the life of your loan.

#### INDEX + MARGIN

Your lender is required to show you how your interest rate is calculated, which is determined by the index and margin on your loan. See page 2 of this booklet for more about index and margin.

#### INITIAL INTEREST RATE

This is the interest rate at the beginning of your loan. The initial interest rate changes to the index plus the margin at your first adjustment (subject to the limits on interest rate changes). Your loan servicer tells you your new payment amount seven to eight months in advance, so you can budget for it or shop for a new loan.

#### MINIMUM/MAXIMUM INTEREST RATE

This shows how low or high your interest rate could be over the life of your loan. Generally, an ARM's interest rate is never lower than the margin.

#### CHANGE FREQUENCY

This indicates when the interest rate on your loan will change. Your loan servicer sends you advance notices of changes.

#### LIMITS ON INTEREST RATE CHANGES

This shows the highest amount your interest rate can increase when there is a change.

Adjustable Interest F	Rate (AIR) Tal	ble
Index + Margin		1 Year Cmt + 2.5%
Initial Interest Rate		3%
Minimum/Maximum Interest Rate		2.5% / 8%
Change Frequency		
First Change	Begin	ning of 61st month
Subsequent Changes	Every 12 mor	nths after first change
Limits on Interest Rate	Changes	
First Change		2%
Subsequent Changes		2%

Example of "AIR table" section. Find this on page 2 of your own Loan Estimate

## **!** "TEASER" RATES

Some lenders offer a "teaser," "start," or "discounted" rate that is lower than their fully indexed rate. When the teaser rate ends, your loan takes on the fully indexed rate. Don't assume that a loan with a teaser rate is a good one for you. Not everyone's budget can accommodate a higher payment. Consider this example:

- A lender's fully indexed rate is 4.5% (the index is 2% and the margin is 2.5%).
- The loan also features a "teaser" rate of 3%.
- Even if the index doesn't change, your interest rate still increases from 3% to 4.5% when your teaser rate expires.

COMPARE YOUR ARM OFFERS Shop for at least three loan offers, and fill in the blanks below using the information on your Loan Estimates:	ARM OFFER 1	ARM OFFER 2	FIXED-RATE OFFER
Lender name			
Loan amount	\$	\$	\$
Initial interest rate	%	%	%
Initial principal and interest payment	\$	\$	\$
Index			
Margin			
How long will the initial interest rate and initial payment apply?			
How high can my interest rate go?	%	%	%
How high can my principal and interest payment go?	\$	\$	\$

### My best loan offer is:

## THE TALK

You are in control of whether or not to proceed with an ARM. If you prefer to proceed with a fixed-rate mortgage, here is one way to start the conversation with a lender: "A fixed-rate mortgage seems to be a better fit for me. Let's talk about what you can offer and how it compares to other loans I may be able to get."

# Review your lender's ARM program disclosure

Your lender gives you an ARM program disclosure when they give you an application. This is the lender's opportunity to tell you about their different ARM loans and how the loans work. The index and margin can differ from one lender to another, so it is helpful to compare offers from different lenders.

Generally, the index your lender uses won't change after you get your loan, but your loan contract may allow the lender to switch to a different index in some situations.

## GATHER FACTS

Review your program disclosure and ask your lender questions to understand their ARM loan offerings:

- How are the interest rate and payment determined?
- Does this loan have interest-rate caps (that is, limits on interest rate changes)?
- How often do the interest rate and payment adjust?
- □ What index is used and where is it published?
- □ Is the initial interest rate lower than the fully indexed rate? (see "Teaser rates," on page 12)
- What type of information is provided in notices of adjustment and when do I receive them?

# Ask about other options offered by your lender

## **Conversion option**

Your loan agreement may include a clause that lets you convert the ARM to a fixed-rate mortgage in the future.

When you convert, the new rate is generally set using a formula given in your loan documents. That fixed rate may be higher or lower than interest rates available to you in the market at that time. Also your lender may charge you a conversion fee. Ask your lender whether the loan you are being offered has a conversion feature and how it works.

## **Special features**

You can shop around to understand what special ARM features may be available from different lenders.

Not all programs are the same. Talk with your lender to find out if there's anything special about their ARM programs that you may find valuable.

# Check your ARM for features that could pose risks

Some types of ARMs have features that can reduce your payments in the short term but may include fees or the risk of higher payments later. Review your loan terms and make sure that you understand the fees and how your rate and payment may change. Lower payments at the beginning could mean higher fees or much higher payments later.

# Paying points to reduce your initial interest rate

Lenders can offer you a lower rate in exchange for paying loan fees at closing, or **points**.

With an ARM, paying points often reduces your interest rate only until the end of the initial period-the reduction most likely does not apply over the life of your loan.

If you are using an ARM to refinance a loan, points are often rolled into your new loan amount. You might not realize you are paying points unless you look carefully. Points are disclosed on the top of Page 2 of your Loan Estimate.

Lenders may give you the option to pay points, but you never have to take that option. To figure out if you have a good deal, compare your cost in points with the amount that you will save with a lower interest rate.

Loan Costs		
A. Origination Charges	\$3,160	
1% of Loan Amount (Points)	\$2,160	
Application Fee	\$500	
Processing Fee	\$500	

Example of "Loan costs" section. Find this on page 2 of your own Loan Estimate

## THE TALK

If your Loan Estimate shows points, ask your lender:

- "What is my interest rate if I choose not to pay points?"
- "How much money do I pay in points? And, compared to the total reduction in my payments during the initial period, am I coming out ahead?"
- "Can I see a revised Loan Estimate with the points removed and the interest rate adjusted?"

## Interest-only ARMs

With an interest-only ARM payment plan, you pay only the interest for a specified number of years. During this interest-only period, you have smaller monthly payments, but you are not paying anything toward your mortgage loan balance.

When the interest-only period ends, your monthly payment increases—even if interest rates stay the same—because you must start paying back the principal plus the interest each month. Your monthly payments can increase a lot. The longer the interest-only period, the more your monthly payments increase after the interest-only period ends.

## Payment option ARMs

Payment option ARMs were common before 2008 when the housing crisis began, and some lenders might still offer them.

A payment option ARM means the borrower can choose from different payment options, such as:

- A traditional principal and interest payment
- An interest-only payment (see above)
- A minimum payment, which could result in negative amortization

**Negative amortization** happens when you are not paying enough to cover all of the interest due. Your loan balance goes up instead of down.

## GATHER FACTS

Learn more information about payment option ARMs and negative amortization at:

- cfpb.gov/payment-option-arm/
- cfpb.gov/negative-amortization/

## WELL DONE!

Choosing the right home loan is just as important as choosing the right home. By equipping yourself with knowledge about ARMs, you can decide whether or not this type of loan is the right choice for you.

## Consumer Handbook on Adjustable-Rate Mortgages

### 📕 ASK YOUR LENDER

- How high can my payment go?
- How high can my interest rate go?
- How long is my initial principal and interest payment guaranteed?

## **?** ASK YOURSELF

- Have I shopped around to compare ARMs and fixed-rate loans?
- If an ARM has a lower initial interest rate than a fixed-rate mortgage, is paying less money now worth the risk of an increase later?
- Can I afford the highest payment possible with the ARM if I can't sell the home, or refinance into a lower rate, before the increase?



CFPB website cfpb.gov

Answers to common questions cfpb.gov/askcfpb

Tools and resources for home buyers cfpb.gov/owning-a-home

Talk to a housing counselor cfpb.gov/find-a-housing-counselor

Submit a complaint cfpb.gov/complaint



# **Privacy Notice**

FACTS	WHAT DOES BOGOTA SAVINGS BANK DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:		
What?	<ul> <li>Address</li> <li>Payment History</li> <li>Social Security Number</li> </ul>	<ul> <li>Name</li> <li>Credit Hist</li> <li>Account Bala</li> </ul>	•
When you are no longer our customer, we continue to share your informatio described in this notice.			nformation as
How?	All financial companies need to share cust everyday business. In the section below, we share their customer's personal informat chooses to share; and whethe	list the reasons financiation; the reasons Bogota S	I companies can Savings Bank
Reasons we can	share your personal information	Does Bogota Savings Bank share?	Can you limit the sharing?
For our everyday business purposes- To process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		YES	NO
For our marketing purposes- to offer our products and services to you		YES	NO
For joint marketing with other financial companies		NO	NO
For our affiliates' everyday business purposes- information about your transactions and experiences		NO	NO
For our affiliates' everyday business purposes- information about your creditworthiness		NO	NO
For nonaffiliates to market to you NO NO			NO

Questions?

Call (201) 862-0660 or go to www.BogotaSavingsBank.com



## Who we are

Who is providing this notice?

**Bogota Savings Bank** 

## What we do

How does Bogota Savings Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bogota Savings Bank collect my personal information?	We collect your personal information, for example, when you
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>Sharing for affiliates' everyday business purposes- information about your credit worthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional information to limit sharing</li> </ul>

# Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

# **Other Important Information**

(201) 862-0660



Member FDIC • Equal Housing Lender

# **Customer Identification Program**

## Understanding the Patriot Act

#### There are new changes in the personal information we request of our customers.

You will be asked to provide more information about yourself than you have in the past. We will ask for one or more forms of identification to enable us to verify your identity. These new requirements apply even if you are an existing customer and want to open a different account with us.

#### Why inconvenience ordinary people—those who are not terrorists or thieves?

The purpose is to positively identify all of the legitimate customers by scrutinizing proper documents. By knowing the correct owners of all legal entities (companies, trusts, etc.) the Bank and legal authorities, by process of elimination, can focus their attention on those whose identity and motives may be suspect.

There is a big benefit for you, our customers: protection from identity theft. In identity theft, someone pretends to be you and, if not detected, can attempt to withdraw funds from your accounts, borrow against your name, and perhaps ruin your reputation and credit rating. Even if the person is caught and you can prove that you were not responsible for any of these actions, clearing your name can take a lot of time. By carefully verifying the identities of all those who use our products and services, we reduce the risk that someone will be stealing your identity. So when we ask for your ID's and request information, it is to be sure that we are really dealing with **you**.

#### A new law requires all banks in the United States to follow identity procedure.

After 9/11, Congress enacted a law called the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot) Act". The Act has numerous provisions including new rules restrict the ways in which terrorists and others can use our country's financial system for improper purposes.

#### The objectives of the new USA PATRIOT Act Identification Procedures.

The new requirements are intended to ensure that all financial institutions use extreme diligence to identify those with whom they do business. It is expected that, as identification and verification standards are uniformly raised, it will help prevent those with false or undocumented identities from entering the banking system. The government will find it easier to identify and track those who enter the banking system to use it for illegal activities

#### Are these precautions necessary?

Yes! After 9/11 banks learned how much the system was used to convey funds to terrorists. It is confirmed

### www.BogotaSavingsBank.com

that organized crime and drug traffickers utilize the banking system in a manner that hurts our country.

#### What information will be requested?

Under the new uniform minimum standards, for every account holder and authorized signor, we are required to at least obtain minimum information as specified in the regulation. The exact information may vary depending on factors such as whether the customer is a U.S. person and whether the customer is a person or a legal entity such as a corporation. However, we will be collecting information such as:

- · name
- $\cdot$  address
- mailing address (if different)
- $\cdot$  date of birth
- taxpayer ID
- $\cdot$  your driver's license or some other identifying document

In addition, we must undertake steps as appropriated under the circumstances to verify identity information that is provided by our customers. The means of verification are varied and may include the use of credit reports and similar information sources.

#### Your privacy is protected!

There is a federal right to financial privacy that protects you from unwarranted intrusion by federal agencies, as well as another law that protects consumers form having nonpublic financial information shared outside our bank without your approval. The changes made by the USA PATRIOT Act deals more with the bank knowing your true identity as a customer. A new standard is set for asking about, verifying, and documenting the identity of customers.

## In Summary:

The reason we are increasing our requirements for identification of our customers:

- ✓ It's the law
- ✓ To help limit identity theft
- ✓ To fight terrorism and money laundering

We appreciate your patience and cooperation.