

Universal Credit Application

(Consumer Residential Real Estate)

1. Type of Application

(Check only one of the four checkboxes; and sign, if joint credit)

☐ Individual Credit. If checked, this is an *Application for Individual Credit* - relying solely on my income and assets.

☐ Individual Credit with Another. If checked, this is an *Application for Individual Credit* - relying on my income and assets and on income and/or assets of another as a basis for loan qualification. *(Complete Applicant and Co-Applicant sections.)*

☐ Individual Credit (Community Property State). If checked, this is an *Application for Individual Credit* - relying on my income or assets. The income or assets of my spouse (or other person), who has community property rights pursuant to state law, will not be used as a basis for loan qualification. However, his or her liabilities must be considered because my spouse (or other person) has community property rights pursuant to applicable law, and, as Applicant, I reside in a community property state, the property that will secure the loan is located in a community property state, or I am relying on other property located in a community property state as a basis for repayment of the loan. *(Complete Applicant and Co-Applicant sections.)*

☐ Joint Credit. If checked, this is an *Application for Joint Credit*. By signing below, the Applicant and Co-Applicant agree that each of us intend to apply for joint credit. *(Complete Applicant and Co-Applicant sections.)*

Applicant for Joint Credit

Co-Applicant for Joint Credit

2. Type of Mortgage and Terms of Credit

Mortgage Applied For

☐ Home Purchase or Refinancing ☐ Home Equity Loan ☐ Home Equity Line of Credit

Lender's Case No.

Amount/Credit Limit

Interest Rate

No. of Months

Amortization Type

\$

%

☐ Fixed ☐ ARM ☐

3. Property Information and Purpose of Credit

Subject Property Address (street, city, state & ZIP)

No. of Units

Legal Description of Subject Property (attach description if necessary)

Year Built

Purpose of Loan

☐ Purchase ☐ Construction ☐ Other:
☐ Refinance ☐ Construction-Permanent

Property will be:
☐ Primary Residence ☐ Secondary Residence ☐ Investment Residence

Complete this line if construction or construction-permanent loan.

Year Lot Acquired

Original Cost

Amount Existing Liens

(a) Present Value of Lot

(b) Cost of Improvements

Total (a + b)

\$

\$

\$

\$

\$

Complete this line if this is a refinance loan.

Year Acquired

Original Cost

Amount Existing Liens

Purpose of Refinance

Describe Improvements
☐ made ☐ to be made

Cost: \$

Title will be held in what Name(s)

Manner in which Title will be held

Estate will be held in:
☐ Fee Simple
☐ Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

Applicant

4. Applicant Information

Co-Applicant

Applicant's Name

Co-Applicant's Name

Social Security No.

Primary Phone

Date of Birth

Social Security No.

Primary Phone

Date of Birth

ID Type & No.

Issued By

Issue Date

Exp. Date

ID Type & No.

Issued By

Issue Date

Exp. Date

E-mail Address

E-mail Address

☐ Married (including registered domestic partner or civil union)
☐ Unmarried (including single, divorced, widowed)

Dependents (not listed by Co-Applicant)
No. Ages

☐ Married (including registered domestic partner or civil union)
☐ Unmarried (including single, divorced, widowed)

Dependents (not listed by Applicant)
No. Ages

Present Address ☐ Own ☐ Rent ☐ ____ No. Yrs. ____

Present Address ☐ Own ☐ Rent ☐ ____ No. Yrs. ____

Mailing Address, if different from Present Address

Mailing Address, if different from Present Address

Former Address ☐ Own ☐ Rent ☐ ____ No. Yrs. ____

Former Address ☐ Own ☐ Rent ☐ ____ No. Yrs. ____

(Complete if less than 2 years ago)

(Complete if less than 2 years ago)

Universal Credit Application-Real Estate
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Applicant		5. Employment Information		Co-Applicant	
Name & Address of Employer <input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer <input type="checkbox"/> Self Employed	Yrs. on this job		
	Yrs. employed in this line of work/profession		Yrs. employed in this line of work/profession		
Position/Title/Type of Business	Business Phone	Position/Title/Type of Business	Business Phone		
If employed in current position for less than two years or if currently employed in more than one position, complete the following:					
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)		
	Business Phone		Business Phone		
Position/Title/Type of Business	Gross Monthly Income \$	Position/Title/Type of Business	Gross Monthly Income \$		
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)		
	Business Phone		Business Phone		
Position/Title/Type of Business	Gross Monthly Income \$	Position/Title/Type of Business	Gross Monthly Income \$		

6. Monthly Income and Combined Housing Expense Information						
Gross Monthly Income	Applicant	Co-Applicant	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income *	\$	\$	\$	Rent	\$	
Overtime				First Mortgage (P&I)		\$
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "Describe Other Income," below)				Homeowner Assn. Dues		
				Other		
Total	\$	\$	\$	Total	\$	\$

* Self Employed Applicant(s) may be required to provide additional documentation such as tax returns and financial statements.

A/C	Describe Other Income	Notice: Alimony, child support, or separate maintenance income need not be revealed if the Applicant (A) or Co-Applicant (C) does not choose to have it considered for repaying this loan.	Monthly Amount
			\$

7. Assets and Liabilities

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Applicants if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the *Co-Applicant section* was completed about a non-applicant spouse or other person, this Statement and supporting schedules must also be completed about that spouse or other person.

Completed ☐ Jointly ☐ Not Jointly

Schedule of Real Estate Owned. (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale, R if rental for income or O for other)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number
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7. Assets and Liabilities (Continued)						
Assets		Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.			
Description						
Cash deposit toward purchase held by:		\$				
List checking and savings accounts below			Liabilities	Monthly Payment & Months Left to Pay	Unpaid Balance	
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/ Months	\$	
Acct. no.	\$	Acct. no.	<input type="checkbox"/> Revolving			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/ Months	\$	
Acct. no.	\$	Acct. no.	<input type="checkbox"/> Revolving			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/ Months	\$	
Acct. no.	\$	Acct. no.	<input type="checkbox"/> Revolving			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/ Months	\$	
Acct. no.	\$	Acct. no.	<input type="checkbox"/> Revolving			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/ Months	\$	
Acct. no.	\$	Acct. no.	<input type="checkbox"/> Revolving			
Stocks & Bonds (Company name/number & description)		\$	Name and address of Company	\$ Payment/ Months	\$	
			Acct. no.	<input type="checkbox"/> Revolving		
Life Insurance net cash value		\$	Name and address of Company	\$ Payment/ Months	\$	
Face amount: \$						
Subtotal Liquid Assets		\$				
Real estate owned (enter market value from schedule of real estate owned)		\$	Acct. no.	<input type="checkbox"/> Revolving		
Vested interest in retirement fund		\$	Name and address of Company	\$ Payment/ Months	\$	
Net worth of business(es) owned (attach financial statement)		\$	Acct. no.	<input type="checkbox"/> Revolving		
Automobiles owned (make and year)		\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$		
Other Assets (itemize)		\$	Job-Related Expense (child care, union dues, etc.)	\$		
			Total Monthly Payments	\$		
Other Assets (from continuation page, if any)		\$	Other Liabilities (from continuation page, if any)		\$	
Total Assets (a)		\$	Net Worth (a - b)	\$	Total Liabilities (b)	\$

8. Declarations									
		Applicant		Co-Applicant		Applicant		Co-Applicant	
		Yes	No	Yes	No	Yes	No	Yes	No
a. Are there any outstanding judgments against you?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
b. Have you been declared bankrupt within the past 7 years?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
d. Are you a party to a lawsuit?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Declarations (Continued)

	Applicant		Co-Applicant			Applicant		Co-Applicant	
	Yes	No	Yes	No		Yes	No	Yes	No
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) What type of property did you own -- principal residence (PR), second home (SH), or investment property (IP)?				
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) How did you hold title to the home -- solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?				
j. Are you a U.S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n. Are there any other equity loans on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
l. Do you intend to occupy the property as your primary residence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

9. Continuation and Additional Information

Instructions. Use this section if you need more space to complete the Universal Credit Application. Mark "A" for Applicant and "C" for Co-Applicant. Use this space if you answered "Yes" to any of the questions in Section 8.

10. Federal Notices

Important Applicant Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who applies for a loan or opens an account.

What this means for you. When you apply for a loan or open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license and/or other identifying documents. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and Federal law.

False Statements. By signing below, I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, *et seq.*

11. State Notices

California Residents. Each applicant, if married, may apply for a separate account.

Massachusetts Residents. Under Massachusetts statute, Mass. Gen. L. ch. 184, Section 17B, you, the Applicant (and Co-Applicant) are entitled to know the following:

1. The responsibility of the attorney for the Mortgagee is to protect the interest of the Mortgagee.

2. Mortgagors may, at their own expense, engage an attorney of their own selection to represent their interests in the transaction.

For Home Equity Line of Credit. The current annual percentage rate for finance charges and, if the rate may vary, a statement to that effect and of the circumstances under which the rate may increase and whether there are any limitations on any such increase, as well as the effects of any such increase; the conditions under which a finance charge may be imposed, including the time period within which any credit extended may be repaid without incurring a finance charge; whether any annual fee is charged and the amount of any such fee; and whether any other charges or fees may be assessed, the purposes for which they are assessed, and the amounts of any such charges or fees.

New York Residents. A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered, we will tell you the name and address of the consumer reporting agency that provided the report. Subsequent reports may be ordered or utilized in connection with an update, renewal or extension of credit for which you have applied.

Ohio Residents. The Ohio laws against discrimination require all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Texas Residents. The owner of the homestead is not required to apply the proceeds of the extension of credit to repay another debt except debt secured by the homestead or debt to another lender.

Wisconsin Residents. Notice to Married Applicants. No provision of any marital property agreement, unilateral statement under Wisc. Statutes §766.59 or a court decree under Wisc. Statutes §766.70 adversely affects the interest of the lender unless the lender, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the lender is incurred.

For married Wisconsin Residents. The credit being applied for, if granted, will be incurred in the interest of my marriage or family. I understand the creditor may be required by law to give notice of this transaction to my spouse.

12. Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, *et seq.*; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use;

12. Acknowledgment and Agreement (Continued)

(4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

X

Applicant's Signature

Date

X

Co-Applicant's Signature

Date

[This area intentionally left blank.]

For Mortgage Loan Originator

This information was provided:

☐ In a face-to-face interview

☐ In a telephone interview

☐ By the applicant and submitted by fax or mail

☐ By the applicant and submitted via e-mail or the Internet

Loan Originator's Signature

Date

Loan Originator's Phone Number

X

Loan Originator's Name

Loan Originator Identifier

Loan Origination Company's Address

Loan Origination Company's Name

Texas Gulf Bank, NA

Loan Origination Company Identifier

449380

Transaction Worksheet - Optional

a. Purchase price

\$

b. Alterations, improvements, repairs

c. Land (if acquired separately)

d. Refinance (include debts to be paid off)

e. Estimated prepaid items

f. Estimated closing costs

g. PMI, MIP, Funding Fee

h. Discount (if Applicant will pay)

i. Total costs (add items a through h)

j. Subordinate financing

k. Applicant's closing costs paid by Seller

\$

l. Other Credits (explain)

m. Loan amount (exclude PMI, MIP, Funding Fee financed)

n. PMI, MIP, Funding Fee financed

o. Loan amount (add m & n)

p. Cash from/to Applicant (subtract j, k, l & o from i)

For Lender's Use

Lender's Initial Lien Position

☐ First Lien

☐ Second Lien

☐ Subordinate Lien

First Lien Holder's Name & Address (if any)

Second Lien Holder's Name & Address (if any)

Loan No.

Loan No.

Date Application Received

Received By

Amount Requested

Decision

☐ Approved

☐ Denied

Decision Date

Decision By

HMDA Reportable

☐ Yes

Amount Approved

Initial Advance (if applicable)

Funding Date

Refinancing

☐ Yes

☐ Cash Out

Rescindable

Early Disclosures Given

High Cost Mortgage

☐ Yes

High Priced Mortgage

☐ Yes

Texas Gulf Bank, N.A.

Loan Request

Amount _____

Purpose _____

I certify that the information in this application is correct and I am authorizing the lender to check my credit and employment history and to answer questions others may ask about my credit record with the lender.

ALL PARTIES SIGNING THIS AUTHORIZATION ARE AFFIRMING THEIR INTENT TO APPLY FOR JOINT CREDIT.

A SINGLE SIGNATURE IMPLIES INTENT FOR INDIVIDUAL CREDIT.

Applicant

Date

Co-Applicant

Date

Co-Applicant

Date

Texas Gulf Bank, N.A.

Solicitud de Prestamo

Cantidad Solicitada _____

Intento de Prestamo _____

Yo certifico que la informacion en esta aplicacion es correcta y autorizo que el banco investigue mi credito y los antecedentes de mi empleo, y contestar preguntas que otros tengan encuanto a mi credito con mi banco.

TODOS LO QUE FIRMEN ESTA AUTORIZACION ESTAN AFIRMANDO SU INTENTO DE APLICAR PARA EL CREDITO EN CONJUNTO.

SOLAMENTE UNA FIRMA IMPLICA INTENTO DE CREDITO INDIVIDUAL.

Firma de Solicitante

Fecha

Solicitante en conjunto

Fecha

Solicitante en conjunto

Fecha

DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT

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 encourage 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.

APPLICANT	CO-APPLICANT
<div><div>Ethnicity:</div><div>Check one or more</div><div><div><input type="checkbox"/></div>Hispanic or Latino<div><div><input type="checkbox"/></div>Mexican<div><input type="checkbox"/></div>Puerto Rican<div><input type="checkbox"/></div>Cuban<div><input type="checkbox"/></div>Other Hispanic or Latino -<div>Print origin:<div></div><div>For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.</div></div></div></div><div><div><input type="checkbox"/></div>Not Hispanic or Latino<div><input type="checkbox"/></div>I do not wish to provide this information</div></div>	

To Be Completed by Financial Institution (for an application taken in person):		
<div>Was the ethnicity of the applicant collected on the basis of visual observation or surname? <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div></div> <div>Was the race of the applicant collected on the basis of visual observation or surname? <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div></div> <div>Was the sex of the applicant collected on the basis of visual observation or surname? <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div></div>		<div>Was the ethnicity of the co-applicant collected on the basis of visual observation or surname? <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div></div> <div>Was the race of the co-applicant collected on the basis of visual observation or surname? <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div></div> <div>Was the sex of the co-applicant collected on the basis of visual observation or surname? <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div></div>
Loan Originator's Signature		Date
Loan Originator's Name (print or type)	Loan Originator Identifier	Loan Originator's Phone Number (including area code)
Loan Origination Company's Name TEXAS GULF BANK, N.A.	Loan Origination Company Identifier 449380	Loan Origination Company's Address

Applicant

Date

Co-Applicant

Date

CONSTRUCTION NOTICE

KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW. You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

CONVEYANCE TO CONTRACTOR NOT REQUIRED. Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

KNOW YOUR CONTRACTOR. Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

GET IT IN WRITING. Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

READ BEFORE YOU SIGN. Do not sign any document before you have read and understood it. **NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT.** Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

GET A LIST OF SUBCONTRACTORS AND SUPPLIERS. Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

MONITOR THE WORK. Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

MONITOR PAYMENTS. If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

BY SIGNING BELOW YOU ACKNOWLEDGE RECEIPT
OF PAGES 1 AND 2 OF THIS CONSTRUCTION NOTICE.

Signature _____
Date _____

Signature _____
Date _____

CLAIMS BY SUBCONTRACTORS AND SUPPLIERS. Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions: (1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold. (2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as "statutory retainage." If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold. If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

SOME CLAIMS MAY NOT BE VALID. When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT. When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

OBTAIN TITLE INSURANCE PROTECTION. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a "completion of improvements" policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement.

NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING STATEMENT

Effective September 1, 2007 and pursuant to Section 1. Subchapter B, Chapter 343, Section 343.105 of the Texas Finance Code, each mortgage lender, mortgage banker or licensed mortgage broker/loan officer shall provide to each applicant for a home loan this written notice at closing for full verification and execution by each loan applicant.

WARNING:

Intentionally or knowingly making a materially false or misleading statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, of the Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.

If you are aware of or suspect any false or incorrect information used in connection with this loan, and do not report it immediately to the following agency, you could be held responsible and/or accountable by law:

Texas Department of Savings and Mortgage Lending
2601 North Lamar Blvd., Ste. 201
Austin, Texas 78705

Toll Free Consumer Hotline: (877) 276-5550

Main Number: (512) 475-1350

Email: smlinfo@sml.state.tx.us

Website: www.sml.state.tx.us

I/we, the undersigned home loan applicant(s), represent that I/we have received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

I/we represent that all statements and representations contained in my/our written home loan application, including statements or representations regarding my/our **identity, employment, annual income, and intent to occupy the residential real property** secured by the home loan, are true and correct as of the date of loan closing.

Applicant

Date

Co-Applicant(s)

Date

Covered Borrower Identification Statement

Federal law provides important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to sign one of the following statements as applicable:

- ☐ I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer. “.... OR I AM a National Guard member under call of duty authorized by the President or the Secretary of Defense for more than 30 consecutive days OR I AM a commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration engaged in ‘active service’.”
- ☐ I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member’s spouse, the member’s child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today’s date.

—OR—

- ☐ I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member). “....AND I AM NOT a National Guard member under call of duty authorized by the President or the Secretary of Defense for more than 30 consecutive days AND I AM NOT a commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration engaged in ‘active service’.”

Warning: It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

Borrower(s) Name

Borrower Signature

Date

Borrower Signature

Date

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, the U.S. Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



Notice of Our Privacy Policy

FACTS	WHAT DOES TEXAS GULF BANK N.A. 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.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and Income • Payment history and Account balances • Credit history and Credit Scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TEXAS GULF BANK N.A. chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TEXAS GULF BANK N.A. share?	Can you limit this sharing?
For our everyday business purposes – such as 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	Yes	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – Information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 800-467-7216 or go to www.texasgulfbank.com	

Who we are**Who is providing this notice?**

Main Office-
TEXAS GULF BANK N.A.
1626 S. Voss Rd.
Houston, TX 77057

What we do**How does TEXAS GULF BANK N.A. 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 TEXAS GULF BANK N.A. collect my personal information?

We collect your personal information, for example, when you

- Open an account or Deposit Money
- Pay your bills or Apply for a loan
- Show your driver's license

We also collect your personal information from others such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Texas Gulf Bank N.A. does not share with our affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Texas Gulf Bank N.A. does not share with nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include:

- *TIB, The Independent Bankers Bank, a credit card company.*

Other important information



(Property Address)

APPRAISAL DISCLOSURE

Date: _____

We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close.

Depending on your loan type, your loan closing cannot occur until at least three business days after you have received a copy of the appraisal. We will mail your copy of the appraisal to: _____, unless you notify us of a different address or wish to pick it up from your servicing loan officer.

You can pay for an additional appraisal for your own use at your own cost.

Appraisal Disclosure Acknowledged Receipt By:

Date: _____

Date: _____