# Universal Credit Application (Consumer Residential Real Estate)

☐ Individual Credit. If c			of the fo	our che	Application ckboxes; and sig	-		me an	d asset	īs.
☐ Individual Credit with on income and/or ass										
Individual Credit (Cor assets. The income on not be used as a basi person) has communithe property that will community property	nmunity P r assets of s for loan ty propert secure th	roperty State f my spouse ( qualification. y rights pursu e loan is locat	). If checlor or other property However land to apted in a c	ked, thi person), , his or pplicable ommun	s is an <i>Application</i> , who has common her liabilities must law, and, as Apity property state	on for unity pust be oplicante, or l	Individual Creatoroperty rights considered becat, I reside in a am relying on	dit - rel pursua cause r comm other p	lying or ant to s my spo- unity p oropert	n my income or state law, will use (or other roperty state, y located in a
Joint Credit. If check each of us intend to								and Co	-Applic	cant agree that
Applicant for Jo	oint Credit				Co-Appli	cant f	or Joint Credit			
		2. Type	of Mor	tgage	and Terms	of C	redit			
Mortgage Applied For ☐ Home Purchase or Re Amount/Credit Limit		☐ Home Ed	uity Loar		ome Equity Line	of Cre	Lender's Cedit Amortizat			
\$		%					☐ Fixed			
Subject Property Address				natior	n and Purpos	se of	f Credit			No. of Units
Legal Description of Subje				f neces	sarv)					Year Built
	ot i iopoi	ty (attach acc	CIPCIOII	1 110003						Tour Built
Refinance Const	ruction ruction-Pe	rmanent	Other:			Pr	operty will be: Primary [ Residence		ondary dence	☐ Investment
Complete this line if cons Year Lot Original Cost Acquired \$	truction o	construction Amount Exis Liens	-		esent Value of	` '	ost of ovements	To	tal (a +	⊦ b)
Complete this line if this i Year Original Cost Acquired	s a refinar	ce Ioan.  Amount Exis  Liens	ting	Purpos	se of Refinance		Describe Ir ☐ made	•	ments to be m	nade
\$ Title will be held in what Source of Down Payment		ent Charges, a	and/or Su	bordina			Cost: \$ Title will be h	eld	☐ Fe	will be held in: e Simple asehold (show
									ex	piration date)
Applicant's Name	ant		4. App	licant	Co-Applicant's		C	o-App	licant	
	ary Phone		Date of	Birth	Social Security		Primary Phone			Date of Birth
ID Type & No.	ssued By	Issue Date	Exp. Dat	e	ID Type & No.		Issued By I	ssue D	ate	Exp. Date
E-mail Address	I				E-mail Address					
☐ Married ☐ S (including registered domestic partner or civil un ☐ Unmarried (including single, divorced,		Dependents (not listed by C No. Ages	o-Applicant)	)	☐ Married (including regis domestic partn ☐ Unmarried (including sing	stered ner or ci	Separated vil union) rced, widowed)		ndents ted by A Ages	pplicant)
Present Address   Over	wn 🗌 Re	ent 🗌	No. Yrs	S	Present Addres	s [	] Own □ Re	ent 🗌		No. Yrs.
Mailing Address, if differe	nt from Pi	esent Addres	ss		Mailing Address	s, if di	fferent from Pi	resent	Addres	s
Former Address	wn 🗌 Re	ent 🗌	No. Yrs	s	Former Address	s [	Own 🗌 Re	ent 🗌		No. Yrs.
(Complete	if less tha	n 2 years ago	o)		(Complete if less than 2 years ago)					

Name	•	mployer $\square$ Self	Employed		this job	Name &		on ess of Employ		elf Employed		on this job
				this	ployed in line of rofession						thi	employed in is line of /profession
Position/Title/Type of Business			Business Phone		Position/	Title/T	Гуре of Busin	ess		Business Phone		
If emp	loyed in current	t position for less	than tw	o years o	or if curre	ntly emplo	yed in	more than o	ne posit	ion, compl	ete the	following:
Name	& Address of E	mployer  Self	Employed	Dates (f	from - to)	Name &	Addre	ess of Employ	er 🗌 Se	elf Employed	Dates	(from - to)
				Busines	ss Phone						Busin	ess Phone
Positio	on/Title/Type of	Business			Monthly ome	Position/	Title/T	Type of Busin	ess			s Monthly ncome
Name	& Address of E	mployer 🗌 Self	Employed		rom - to)	Name &	Addre	ess of Employ	er □ Se	elf Employed		(from - to)
				Busines	ss Phone						Busin	ess Phone
Positio	on/Title/Type of	Business			Monthly ome	Position/	Title/1	Гуре of Busin	ess			s Monthly ncome
		6. Monthly	Incom	•	Combin	ed Hou	sing	Expense	Inform	ation	Ÿ	
Gross Incom	Monthly e	Applicant		pplicant		ntal	Comb	ined Monthly ng Expense		Present	Р	Proposed
Base E	Empl. Income*	\$	\$		\$		Rent		\$			
Overti	me						First I	Mortgage (P&	I)		\$	
Bonus	es						Other	Financing (P8	<b>&amp;</b> Ι)			
Comm	nissions						Hazar	d Insurance				
Divide	nds/Interest						Real E	State Taxes			_	
Other (before	ental Income completing, see							gage Insuranc cowner Assn.	е			
	tice in "Describe ncome," below)						Other					
Total	Employed App	\$ licant(s) may be	\$	40 000111	\$	al da aum	Total		\$	a and finar	\$	
A/C	Describe (	Other Notice income	: Alimon	y, child so	support, o	r separate e Applicar	maint				nthly Ar	
							. ,	<u> </u>		\$		
	1			7. A	ssets a	nd Liab	ilities	S				
their a basis; non-ap	issets and liabili otherwise, sep	ny applicable sup ties are sufficien arate Statements or other person,	tly joined and Scl	l so that nedules a	the Śtate re require	ment can ed. If the <i>C</i>	be me <i>o-App</i>	eaningfully an olicant section nust also be o	d fairly p n was co complete	oresented of the completed and about the complete of the compl	on a co about a nat spou	mbined use or
	•	nte Owned. (If ad	ditional <sub>l</sub>	oroperties	s are own	ed, use co	ntinua		mpleted	∐ Join	tly 🗌	Not Jointly
(enter	rty Address S if sold, PS if ntal for income	pending sale, or O for other)	▼ Type Prope		resent ket Value	Amount Mortgage Liens	es &	Gross Rental Income	Mortga Paymer	ge Maint	rance, enance, & Misc.	Net Rental Income
				\$		\$	!	\$	\$	\$		\$
			Tota	ls \$		\$		\$	\$	\$		\$
		mes under which			usly been			•	•		e(s) and	d account
numbe	Alterr	nate Name				Creditor Na	me			Accoun	t Numb	er

	7. Asset	ts and Liabilities (Continued)		
Assets	Cash or Market	Liabilities and Pledged Assets. Lis		
Description Value  Cash deposit toward purchase held by:		account number for all outstanding do revolving charge accounts, real estate pledges, etc. Use continuation sheet, liabilities, which will be satisfied upor refinancing of the subject property.	e loans, alimony, chil if necessary. Indicat	d support, stock e by (*) those
		, , , ,	Monthly Payment &	Unnaid Balanca
List checking and savings accoun		Liabilities	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.	☐ Revolving	
Name and address of Bank, S&L,	or Credit Union	Name and address of Company	\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.	☐ Revolving	
Name and address of Bank, S&L,	L.	Name and address of Company	\$ Payment/	\$
Traine and address of Barin, eas,	or endant emon	Trains and address of company	Months	
Acct. no.	\$	Acct. no.	☐ Revolving	
Name and address of Bank, S&L,	or Credit Union	Name and address of Company	\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.	Dave being	
Stocks & Bonds (Company	\$	Name and address of Company	Revolving \$ Payment/	\$
name/number & description)		, ,	Months	
		Acct. no.	☐ Revolving	
Life Insurance net cash value Face amount: \$	\$	Name and address of Company	\$ Payment/ Months	\$
Subtotal Liquid Assets Real estate owned	\$			
(enter market value from	٩			
schedule of real estate owned)		Acct. no.	☐ Revolving	•
		Name and address of Company	\$ Payment/	\$
Vested interest in retirement fund	\$		Months	
Net worth of business(es) owned (attach financial statement)	\$	Acct. no.	Develois a	
Automobiles owned	\$	Alimony/Child Support/Separate	Revolving \$	
(make and year)	·	Maintenance Payments Owed to:  Job-Related Expense	\$	
Other Assets (itemize)	\$	(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)	\$
ASSELS (a)		8. Declarations	Liabilities (b)	
	Applicant	Co-Applicant	An	plicant Co-Applicant
<ul><li>a. Are there any outstanding judg against you?</li><li>b. Have you been declared bankr within the past 7 years?</li></ul>	gments Yes No	Yes No  e. Have you directly or i obligated on any loan in foreclosure, transfe	indirectly been which resulted er of title in lieu	es No Yes No
c. Have you had property foreclo upon or given title or deed in lithereof in the last 7 years?  d. Are you a party to a lawsuit?	sed	of foreclosure, or judy f. Are you presently del default on any Federa other loan, mortgage obligation, bond, or lo	inquent or in al debt or any , financial	
a. The you a party to a lawsuit!		obligation, bolid, of it	zan gaarantee:	

	Appli	cant	Co-Ap	plicant		Appli	cant	Co-App	plicant
	Yes	No	Yes	No	m. Have you had an ownership interest	Yes	No	Yes	No
<ul><li>g. Are you obligated to pay alimony, child support, or separate maintenance?</li><li>h. Is any part of the down payment</li></ul>					in a property in the last three years? (1) What type of property did you				
borrowed?  i. Are you a co-maker or endorser on a					own principal residence (PR), second home (SH), or				
note?					investment property (IP)? (2) How did you hold title to the				
j. Are you a U.S. citizen?					home solely by yourself (S),				
k. Are you a permanent resident alien?  I. Do you intend to occupy the property					jointly with your spouse (SP), or jointly with another person (O)?				
as your primary residence?					n. Are there any other equity loans on the property?				
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 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		X	
Applicant's Signature	Date	Co-Applicant's Signature	Date
	[This area intent	ionally left blank.]	

		For Mortgage	Loan Origina	ator		
This information			☐ In a tele	ephone interview	omitted via e-	mail or the Internet
Loan Originator's Signature			Date	Loan Originator	's Phone Nur	nber
X Loan Originator's Name		Loan Originator Identifi		Loan Origination	Compony's	Addross
Loan Originator's Name		Loan Originator Identili	er	Loan Origination	i Company s	Address
Loan Origination Company's Na Texas Gulf Bank, I	ame NA	Loan Origination Compa	any Identifier	1		
		Transaction Wo	rksheet - Op	tional		
a. Purchase price		\$		s closing costs pa	aid by Seller	\$
b. Alterations, improvements,	repairs		I. Other Cred	<u> </u>		
c. Land (if acquired separately)	-					
d. Refinance (include debts to		off)				
e. Estimated prepaid items			m. Loan amou	unt (exclude PMI,	MIP,	
f. Estimated closing costs			Funding Fe	ee financed)		
g. PMI, MIP, Funding Fee			n. PMI, MIP,	Funding Fee final	nced	
h. Discount (if Applicant will p	ay)		o. Loan amou	unt (add m & n)		
i. Total costs (add items a thr	ough h)			/to Applicant		
j. Subordinate financing			(subtract j	, k, l & o from i)		
		For Len	der's Use			
Lender's Initial Lien Position	First Lie	en Holder's Name & Ado	lress (if any)	Second Lien Ho	lder's Name	& Address (if any)
☐ First Lien						
☐ Second Lien						
☐ Subordinate Lien						
	Loan No			Loan No.		
Date Application Received	Receive	ed By		Amount Reques	ted	
Decision	Decisio	n Date		Decision By		
☐ Approved ☐ Denied	200.0.0	Duto		Decicion Dy		
HMDA Reportable	Amoun	t Approved	Initial Advance (	if applicable)	Funding Da	nte
☐ Yes		• •	· ·	• •		
Refinancing	Rescind	lable	Early Disclosure	s Given	High Cost	Mortgage □ Yes
☐ Yes ☐ Cash Out		⁄es	Yes, on		_	d Mortgage ☐ Yes

## **Demographic Information of Applicant(s)**

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.

or all of this information, please	Check below.						
BORROWER		CO-BORROWER					
☐ I do not wish to furnish this i	information.	☐ I do not wish to furnish this in:	formation.				
☐ Not applicable; Not a natural	person	☐ Not applicable; Not a natural p	☐ Not applicable; Not a natural person				
		☐ No Co-Borrower					
Ethnicity		Ethnicity					
☐ Hispanic or Latino		☐ Hispanic or Latino					
☐ Mexican		☐ Mexican					
☐ Puerto Rican		☐ Puerto Rican					
☐ Cuban		Cuban					
☐ Other Hispanic or Latino:  Enter Origin		☐ Other Hispanic or Latino:  Enter Origin					
<u>Example: Argentinean, C</u>	olumbian, Spaniard, etc.	_Example: Argentinean, Col	umbian, Spaniard, etc.				
☐ Not Hispanic or Latino		☐ Not Hispanic or Latino	·				
Race		Race					
☐ American Indian/Alaskan Native:		☐ American Indian/Alaskan Native:					
Enter name of enrolled	or principal tribe	Enter name of enrolled or	principal tribe				
☐ Asian		☐ Asian					
☐ Asian Indian ☐ Ch	inese 🗆 Filipino	☐ Asian Indian ☐ Chir	nese 🗆 Filipino				
☐ Japanese ☐ Ko	rean 🗆 Vietnamese	☐ Japanese ☐ Kore	ean 🗆 Vietnamese				
☐ Other Asian: <i>Enter Race</i>		☐ Other Asian: <i>Enter Race</i>	☐ Other Asian: Enter Race				
Example: Hmong, Laotian, Tha	ai, Pakistani, Cambodian, etc.	<u>Example: Hmong, Laotian, Thai,</u>	Pakistani, Cambodian, etc.				
☐ Black or African American		☐ Black or African American					
☐ Native Hawaiian or Other Pacific	Islander	☐ Native Hawaiian or Other Pacific Is	☐ Native Hawaiian or Other Pacific Islander				
☐ Native Hawaiian ☐ Gu	uamanian or Chamorro	☐ Native Hawaiian ☐ Gua	manian or Chamorro				
	her Pacific Islander		er Pacific Islander				
	ter Race: <u>Example: Fijian, Ton</u>		er Race: Example: Fijian, Tongan,				
etc. ☐ White	_	etc ☐ White					
□ Wilite		Wilite					
Sex:	☐ Male ☐ Female	Sex:	☐ Male ☐ Female				
Applicant Signature:	Date	Co-Applicant Signature :	Date				
0							
To Be Comp	leted by Financial Institu	ıtion (for an application taken in pe	rson):				
1. Was the ethnicity of the applic		1. Was the ethnicity of the applica					
of visual observation or surna							
2. Was the Race of the applicant							
observation of surname?	☐ Yes or ☐ N		☐ Yes or ☐ No				
3. Was the sex of the applicant c							
observation of	$\square$ Yes or $\square$ N	No observation of	$\square$ Yes or $\square$ No				
Loan Originator's Signature		<u> </u>	Date				
Loan Originator's Name (print or	type)	Loan Originator Identifier	Loan Originator's Phone #				
· · ·	/						
Loan Origination Company's Name		Loan origination Co. Identifica					
Texas Gulf Bank, N.A.		Loan origination Co. Identifier 449380					
			•				

## Texas Gulf Bank, N.A.

## Loan Request

Amount	Purpose
	this application is correct and I am authorizing the lender thistory and to answer questions others may ask about my cred
ALL PARTIES SIGNING INTENT TO APPLY FOR	G THIS AUTHORIZATION ARE AFFIRMING THEIR S JOINT CREDIT.
A SINGLE SIGNATURE	IMPLIES INTENT FOR INDIVIDUAL CREDIT.
Applicant	
Co-Applicant	Date
Co-Applicant	Date
Cantidad Solicitada	Intento de Prestamo
Yo certifico que la informacion e	n esta aplicacion es correcta y autorizo que el banco investigu mi empleo, y contestar preguntas que otros tengan encuanto
	EN ESTA AUTORIZACION ESTAN AFIRMANDO SU PARA EL CREDITO EN CONJUNTO.
SOLAMENTE UNA FIRM	MA IMPLICA INTENTO DE CREDITO INDIVIDUAL.
Firma de Solicitante	 Fecha
Solicitante en conjunto	
Solicitante en conjunto	Fecha

Solicitante en conjunto

## 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 <u>identity</u>, <u>employment</u>, <u>annual income</u>, <u>and intent to occupy the residential real property</u> 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 dependents. To ensure that these protections are provided to one of the following statements as applicable:	
I AM a regular or reserve member of the Army, National period of 30 days or fewer. "OR I AM a National authorized by the President or the Secretary of Defedays OR I AM a commissioned officer of the Public Heal and Atmospheric Administration engaged in 'active se	call or order that does not specify a Guard member under call of duty nse for more than 30 consecutive Ith Service or the National Oceanic
I AM a dependent of a member of the Armed Forces because I am the member's spouse, the member's chi old, or I am an individual for whom the member pr financial support for 180 days immediately preceding	ld under the age of eighteen years ovided more than one-half of my
OR—	
☐ I AM NOT a regular or reserve member of the Arr Space Force, or Coast Guard, serving a period of 30 day a member). "AND I AM NOT a National Guard member the President or the Secretary of Defense for more the NOT a commissioned officer of the Public Health Se Atmospheric Administration engaged in 'active services."	or sor fewer (or a dependent of such the ser under call of duty authorized by the nan 30 consecutive days AND I AM the rvice or the National Oceanic and
<b>WARNING:</b> It is important to fill out this form accurately. Knoapplication is a crime.	wingly making a false statement on a credi
Borrower(s) Name(s)	-
Borrower Signature	Date

Date

**Borrower Signature** 

# 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?	consumers the right to limit	how they share your personal inf some, but not all, sharing. Federa nd protect your personal informa t we do.	I law also requires us to tell			
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  • Social Security number and Income  • Payment history and Account balances  • Credit history and Credit Scores  When you are no longer our customer, we continue to share your information as describe in this notice.					
How?	everyday business. In the sec		nancial companies can share LF BANK N.A. chooses to			
Reasons we can share	e 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 pur To offer our products	-	Yes	No			
For joint marketing w companies	ith other financial	Yes	No			
For our affiliates' everyday business purposes – Information about your transactions and experiences		No	We don't share			
For our affiliates' ever Information about you	ryday business purposes – ur creditworthiness	No	We don't share			
For nonaffiliates to m	arket to you	No	We don't share			
Questions?	Call 800-467-7216 or go to w	ww.texasgulfbank.com				

Page 2	
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.	To protect your personal information from unauthorized access and use,
protect my personal information?	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
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	n



(Property Address)

## **APPRAISAL DISCLOSURE**

Date:	
•	appraisal to determine the property's value and charge you for will promptly give you a copy of any appraisal, even if your e.
business days afte copy of the appra	r loan type, your loan closing cannot occur until at least three r you have received a copy of the appraisal. We will mail your aisal to:  different address or wish to pick it up from your servicing loan
You can pay for an	additional appraisal for your own use at your own cost.
Appraisal Disclosu	re Acknowledged Receipt By:
	Date:
	Date:

### NOTICE CONCERNING EXTENSIONS OF CREDIT

#### DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION

SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

- (A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;
- (B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME:
- (C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;
- (D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;
- (E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 2 PERCENT OF THE LOAN AMOUNT, EXCEPT FOR A FEE OR CHARGE FOR AN APPRAISAL PERFORMED BY A THIRD PARTY APPRAISER, A PROPERTY SURVEY PERFORMED BY A STATE REGISTERED OR LICENSED SURVEYOR, A STATE BASE PREMIUM FOR A MORTGAGEE POLICY OF TITLE INSURANCE WITH ENDORSEMENTS, OR A TITLE EXAMINATION REPORT;
- (F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;
- (G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE:
- (H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;
- (I) (repealed);
- (J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;
- (K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;
- (L) THE LOAN MUST BE SCHEDULED TO BE REPAID IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;

- (M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;
- (N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;
- (O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;
- (P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:
  - (1) NOT REQUIRE YOU TO APPLY THE PROCEEDS TO ANOTHER DEBT EXCEPT A DEBT THAT IS SECURED BY YOUR HOME OR OWED TO ANOTHER LENDER;
  - (2) NOT REQUIRE THAT YOU ASSIGN WAGES AS SECURITY;
  - (3) NOT REQUIRE THAT YOU EXECUTE INSTRUMENTS WHICH HAVE BLANKS FOR SUBSTANTIVE TERMS OF AGREEMENT LEFT TO BE FILLED IN;
  - (4) NOT REQUIRE THAT YOU SIGN A CONFESSION OF JUDGMENT OR POWER OF ATTORNEY TO ANOTHER PERSON TO CONFESS JUDGMENT OR APPEAR IN A LEGAL PROCEEDING ON YOUR BEHALF:
  - (5) PROVIDE THAT YOU RECEIVE A COPY OF YOUR FINAL LOAN APPLICATION AND ALL EXECUTED DOCUMENTS YOU SIGN AT CLOSING;
  - (6) PROVIDE THAT THE SECURITY INSTRUMENTS CONTAIN A DISCLOSURE THAT THIS LOAN IS A LOAN DEFINED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
  - (7) PROVIDE THAT WHEN THE LOAN IS PAID IN FULL, THE LENDER WILL SIGN AND GIVE YOU A RELEASE OF LIEN OR AN ASSIGNMENT OF THE LIEN, WHICHEVER IS APPROPRIATE:
  - (8) PROVIDE THAT YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN WITHOUT PENALTY OR CHARGE;
  - (9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSES; AND

- (10) PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION; AND
- (R) IF THE LOAN IS A HOME EQUITY LINE OF CREDIT:
  - (1) YOU MAY REQUEST ADVANCES, REPAY MONEY, AND REBORROW MONEY UNDER THE LINE OF CREDIT;
  - (2) EACH ADVANCE UNDER THE LINE OF CREDIT MUST BE IN AN AMOUNT OF AT LEAST \$4,000;
  - (3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;
  - (4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;
  - (5) THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE EXTENDED, WHEN ADDED TO ALL OTHER DEBTS SECURED BY YOUR HOME, MAY NOT EXCEED 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LINE OF CREDIT IS ESTABLISHED:
  - (6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 80 PERCENT OF THE FAIR MARKET VALUE; AND
  - (7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE.

(Borrower or Owner or Spouse of Owner)	Date Received	
(Borrower or Owner or Spouse of Owner)	Date Received	

Received by the undersigned on the date indicated: