<u>MORTGAGE LOAN DISCLOSURE STATEMENT – GOOD FAITH ESTIMATE</u> <u>NONTRADITIONAL MORTGAGE LOAN PRODUCT (ONE TO FOUR RESIDENTIAL UNITS (RE885)</u> <u>INFORMATIONAL SHEET</u>

WHEN TO USE THIS FORM

<u>NONTRADITIONAL LOAN PRODUCTS – THIS FORM MUST BE USED WHEN THE LOAN PRODUCT</u> <u>BEING OFFERED TO THE CONSUMER ALLOWS THE BORROWER TO DEFER REPAYMENT OF</u> <u>PRINCIPAL OR INTEREST AND IS SECURED BY A 1 TO 4 UNIT RESIDENTIAL PROPERTY WHETHER</u> <u>OWNER OR NON-OWNER OCCUPIED.</u>

Commissioner's Regulation 2842 defines a nontraditional loan product as "a loan that allows borrowers to defer repayment of principal or interest. Such products include, but are not limited to, interest only loans where the borrower pays no loan principal for a period of time and payment option loans where one or more of the payment options may result in negative amortization. A "nontraditional loan product" does not include reverse mortgages or home equity lines of credit (other than simultaneous second lien loans)."

If the loan product is **NOT** a nontraditional loan product the RE882 or RE883 form may be used.

<u>PROPERTY SECURING THE LOAN</u> – This form is used only when the real property securing the <u>nontraditional</u> loan is a 1 to 4 unit residential property <u>whether owner or non-owner occupied</u>. When the property securing the loan is <u>NOT</u> a 1 to 4 unit residential property the RE882 or RE883 may be used.

TIPS ON COMPLETING THIS FORM

Page 1 – Compensation to Broker (Not Paid Out of Loan Proceeds) – This section is completed to disclose any compensation received by the broker from a lender in the form of a yield/spread premium, service release premium or any other rebate or compensation.

Page 2 - Section III – If the "Initial Adjustable Rate" box is checked, complete sections IV through XI. If the "Fixed Rate" box is checked and the loan has an interest only or negative amortization payment feature skip sections IV through IX and complete section X and XI as appropriate.

Page 3 – Certification – If any or all of the columns on page 4, section XIX, with the exception of the last column "Proposed Loan", in the Typical Mortgage Transactions portion of the form are not completed, the broker **MUST** read and complete the Certification on page 3.

Page 4 - Section XIX – Comparison of Sample Mortgage Features (One to Four Residential Units) – Use the "Instructional Guide for Nontraditional Loan Disclosure (Page 4)" found on the DRE Web site at www/dre.ca.gov/frm_forms.html and go to Mortgage Lending Brokers. If the broker does not offer one or more comparison loan products, the box "not offered" should be checked for that particular loan product. However, the broker must provide the required information in all columns except those for which the broker has executed the CERTIFICATION on page 3 of the RE885.

DO NOT LEAVE ANY LINES OR SPACES BLANK.

After completion, the form must be signed by the broker or broker's representative and provided to the borrower within THREE (3) DAYS OF RECEIVING THE BORROWER'S COMPLETED WRITTEN LOAN APPLICATION.

A COPY OF THE FORM SIGNED BY THE BORROWER MUST BE RETAINED BY THE BROKER FOR A PERIOD OF THREE (3) YEARS.

MORTAGE LOAN DISCLOSURE STATEMENT/ GOOD FAITH ESTIMATE NONTRADITIONAL MORTGAGE PRODUCT (ONE TO FOUR RESIDENTIAL UNITS)

RE 885 (Rev. 8/08)

Borrower's Name(s):_

Sul

Co

Real Property Collateral: The intended security for this proposed loan will be a Deed of Trust on (street address or legal description)

This joint Mortgage Loan Disclosure Statement/Good Faith Estimate is being provided by _______, a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) if applicable and similar California law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

Unknown

_(Name of lender, if known)

GOOD FAITH ESTIMATE OF CLOSING COSTS

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimated items generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Settlement Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page four of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

UD-1	Item	Paid to Others	Paid to Broker
800	Items Payable in Connection with Loan		
801	Lender's Loan Origination Fee	\$	\$
802	Lender's Loan Discount Fee	\$	\$
803	Appraisal Fee	\$	\$
804	Credit Report	\$	\$
805	Lender's Inspection Fee	\$	\$
808	Mortgage Broker Commission/Fee	\$	\$
809	Tax Service Fee	\$	\$
810	Processing Fee	\$	\$
811	Underwriting Fee	\$	\$
812	Wire Transfer Fee	\$	\$
		\$	\$
900	Items Required by Lender to be Paid in Advance		
901	Interest for days at \$ per day	\$	\$
902	Mortgage Insurance Premiums	\$	\$
903	Hazard Insurance Premiums	\$	\$
904	County Property Taxes	\$	\$
905	VA Funding Fee	\$	\$
		\$	\$
1000	Reserves Deposited with Lender		
1001	Hazard Insurance: months at \$/mo.	\$	\$
1002	Mortgage Insurance: months at \$/mo.	\$	\$
1004	Co. Property Taxes: months at \$/mo.	\$	\$
		\$	\$
1100	Title Charges		
1101	Settlement or Closing/Escrow Fee	\$	\$
1105	Document Preparation Fee	\$	\$
1106	Notary Fee	\$	\$
1108	Title Insurance	\$	\$
		\$	\$
1200	Government Recording and Transfer Charges		
1201	Recording Fees	\$	\$
1202	City/County Tax/Stamps	\$	\$
		\$	\$
1300	Additional Settlement Charges		
1302	Pest Inspection	\$	\$
	1	\$	
ols of In	itial Fees, Commissions, Costs and Expenses	\$	
		\$	
	of Initial Fees, Commissions, Costs and Expenses	Φ	
	to Broker (Not Paid Out of Loan Proceeds):	*	
0	age Broker Commission/Fee	\$	
Any A	dditional Compensation from Lender INO No Notimate Yield Spread Premium or Other Rebate)	□ Yes \$	

ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES

I.	Proposed Loan Amount:		\$
	Initial Commissions, Fees, Costs and Expenses Summarized on Page 1:	\$	
	Payment of Other Obligations (List): Credit Life and/or Disability Insurance (see XIV bel	low) \$	
		\$	
		\$	
	Subtotal of All Deductions: Estimated Cash at Closing □ To You □ That you mu	ist nav	\$ \$
II.	Proposed Loan Term:	□ Months	Ŧ
		□ Initial Adjustable Rate	
	If the Fixed Rate Box is checked in Section III immediated through IX.	U U	X. Do not complete sections IV
IV	Initial Adjustable Rate in effect forMonths		
V.	Fully Indexed Interest Rate%		
VI.	Maximum Interest Rate%		
VII.	Proposed Initial (Minimum) Loan Payment \$ Mont	hly	
VIII.	Interest Rate can Increase% eachMonths	S	
IX.	Payment Options end after Months or%	of Original Balance, whicheve	er comes first
X.	After months you will not have the option to make (increases in your principal balance), if any, will no longer be may then have to make principal and interest payments of \$ ing months of the loan. <i>These payments will be sig</i>	e allowed. Assuming you have at the maximum inte	made minimum payments, you rest rate in effect for the remain-
XI.	If your loan contains negative amortization, at the time no add be \$ assuming minimum payments are made.	ditional negative amortization	will accrue, your loan balance will
XII.	The loan is subject to a balloon payment:		pplies and a final balloon payment
	NOTICE TO BORROWER: IF YOU DO NOT HAVE TH COMES DUE, YOU MAY HAVE TO OBTAIN A NEW L LOON PAYMENT. IN THAT CASE, YOU MAY AGAIN FOR THE ARRANGING OF THE NEW LOAN. IN ADD PAYMENTS OR THE BALLOON PAYMENT, YOU MA THROUGH FORECLOSURE. KEEP THIS IN MIND IN LOAN.	OAN AGAINST YOUR PRO HAVE TO PAY COMMISS ITION, IF YOU ARE UNAB AY LOSE THE PROPERTY	DPERTY TO MAKE THE BAL- SIONS, FEES, AND EXPENSES LE TO MAKE THE MONTHLY AND ALL OF YOUR EQUITY
XIII.	Prepayments: The proposed loan has the following prepayment	ent provisions:	
	□ No prepayment penalty (you will not be charged a penalt	ty to pay off or refinance the lo	oan before maturity)
	□ You will have to pay a prepayment penalty if the loan is paid penalty could be as much as \$ Any prepay		
	original loan balance orunpaid balance		
	for the first years will include a penalty not to excee than the interest you would be charged if the loan were paid t		e note interest rate but not more
	□ Other – you will have to pay a prepayment penalty if the	loan is paid off or refinanced	in the first years as follows:
XIV.	Taxes and Insurance:		

 \Box There will be an impound (escrow) account which will collect approximately $_$ a month in addition to your principal and interest payments for the payment of \Box county property taxes* \Box hazard insurance \Box mortgage insurance \Box flood insurance \Box other.

□ If there is no impound (escrow) account you will have to plan for the payment of □ county property taxes* □ hazard insurance □ mortgage insurance □ flood insurance □ other_____ of approximately \$_____ per year.

* In a purchase transaction, county property taxes are calculated based on the sales price of the property and may require the payment of an additional (supplemental) tax bill from the county tax authority by your lender (if escrowed) or you if not escrowed.

XV.	Credit Life and/or Disability Insurance: The purchase of credit life and/or disability insurance by a borrower is NOT required
	as a condition of making this proposed loan.

VI.	Other Liens: Are there	liens currently	on this	property	for which	the	borrower	is oblig	gated?	🗆 No	□ Yes
	If Yes, describe below:										

Lienholder's Name	Amount Owing	Priority	
			_
			_
Liens that will remain or are anticipated on this property afte (including the proposed loan for which you are applying):	er the proposed loan for which you	are applying is made or arranged	d

Amount Owing

Priority

Lienholder's Name

Х

NOTICE TO BORROWER: Be sure that you state the amount of all liens as accurately as possible. If you contract with the broker to arrange this loan, but it cannot be arranged because you did not state these liens correctly, you may be liable to pay commissions, costs, fees, and expenses even though you do not obtain the loan.

- XVII. Article 7 Compliance: If this proposed loan is secured by a first deed of trust in a principal amount of less than \$30,000 or secured by a junior lien in a principal amount of less than \$20,000, the undersigned broker certifies that the loan will be made in compliance with Article 7 of Chapter 3 of the Real Estate Law.
 - A. This loan \Box may \Box will \Box will not be made wholly or in part from broker controlled funds as defined in Section 10241(j) of the Business and Professions Code.
 - B. If the broker indicates in the above statement that the loan "may" be made out of broker-controlled funds, the broker must inform the borrower prior to the close of escrow if the funds to be received by the borrower are in fact broker-controlled funds.
- XVIII. This loan is based on limited or no documentation of your income and/or assets and may have a higher interest rate, or more points or fees than other products requiring documentation: \Box No \Box Yes

NOTICE TO BROKER

If any of the columns in section XIX, Comparison of Sample Mortgage Features, on page 4 of this RE 885 form, are not completed, you must certify to the following:

CERTIFICATION

I, _______, hereby certify (or declare) that the failure to complete the information in any or all of the columns (with the exception of the last column "Proposed Loan" in the Typical Mortgage Transactions portion of this RE 885) is either because (1) after a diligent search, I have determined that the product specified in that column is not available to consumers from mortgage lenders, or (2) the borrower to whom this form applies does not qualify for that particular product.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Broker

Date

Intentionally Blank

TYPICAL MORTGAGE TRANSACTIONS

	Principal and Interest	Interest Only	<u>5/1 ARM</u>	Interest Only	Option Payment	Proposed Loan Type of Loan:
	Fully Amortizing	Fully Amortizing	Fully Amortizing	Fully Amortizing	Fully Amortizing	Type of Amortization:
	□ Not Offered*	□ Not Offered*	□ Not Offered*	□ Not Offered*	□ Not Offered*	
PROPOSED LOAN AMOUNT \$ YEAR TERM	Fixed Rate (%)	Fixed Rate (%) Interest Only for First 5 Years	Fixed Rate for First 5 Years; Adjustable Each Year After First 5 Years (Initial rate for 1 to 5 is%; Maximum Rate is%)	Interest Only and Fixed Rate for First 5 years; Adjustable Rate Each Year After First 5 Years (Initial rate for 1 to 5 is%; Maximum Rate is%)	Adjustable Rate for Entire Term of the Mortgage (Rate in month 1 is%; Rate in month 2 through year 5 is %; Maximum Rate is%)	Explanation of Type of Proposed Loan Product:
Payment Scenarios				а И	•	· · · · · ·
Minimum Monthly Payment Years 1-5 except as noted	\$**	\$	\$	\$	\$**** (1st year only)	\$
Monthly Payment in Year 6 with no change in rates	\$	\$***	\$	\$	\$	\$
Monthly Payment in Year 6 with a 2% rise in rates	\$	\$	\$	\$	\$	\$
Minimum Monthly Payment	\$	\$	\$	\$	\$	\$
Your Gross Income	\$	\$	\$	\$	\$	\$
Difference	\$	\$	\$	\$	\$	\$
Maximum Monthly Payment in Year 6 with a 5% rise in rates	\$	\$	\$	\$	\$	\$
Your Gross Income	\$	\$	\$	\$	\$	\$
Difference	\$	\$	\$	\$	\$	\$
Loan Balance Scenarios						
How much will be owed after 5 years?	\$	\$	\$	\$	\$	\$
Has the loan balance been reduced after 5 years of payments?	Yes The loan balance was reduced by \$	No The loan balance was not reduced	Yes The loan balance was reduced by \$	No The loan balance was not reduced	No The loan balance increased by \$	No/Yes The loan balance: did not change/ increased/decreased by \$

* "Not offered" indicates the broker does not offer the comparison loan product.

The information provided for the products not offered was obtained from sources deemed reliable. \square Yes \square No

** This illustrates an interest rate and payments that are fixed for the life of the loan.

*** This illustrates payments that are fixed after the first five years of the loan at a higher amount because they include both principal and interest.

**** This illustrates minimum monthly payments that are based on an interest rate that is in effect during the first month only. The payments required during the first year will not be sufficient to cover all of the interest that is due when the rate increases in the second month of the loan. Any unpaid interest amount will be added to the loan balance. Minimum payments for years 2-5 are based on the higher interest rate in effect at the time, subject to any contract limits on payment increases. Minimum payments will be recast (recalculated) after 5 years, or when the loan balance reaches a certain limit, to cover both principal and interest at the applicable rate.

IMPORTANT NOTE: Please use this chart to discuss possible loans with your broker or lender

If a mortgage loan broker licensed by the California Department of Real Estate is acting as your agent in connection with your home loan/mortgage, the agent owes you certain fiduciary duties, and California statutory law imposes other duties.

XX. NOTICE TO BORROWER: THIS IS NOT A LOAN COMMITMENT. Do not sign this statement until you have read and understood all of the information in it. All parts of this form must be completed before you sign. Borrower hereby acknowledges the receipt of a copy of this statement.

Name of Broker	License #		Broker's Representative	License #
Broker's Address				
Signature of Broker	Date	OR	Signature of Representative	Date
Borrower	Date		Borrower	Date

Department of Real Estate license information telephone number: (916) 227-0931, or check license status at www.dre.ca.gov

INSTRUCTIONAL GUIDE FOR NONTRADITIONAL LOAN DISCLOSURE (PAGE 4) (ONE TO FOUR RESIDENTIAL UNITS)

	Principal and Interest Fully Amortizing	Interest Only Fully Amortizing	<u>5/1 ARM</u> Fully Amortizing	Interest Only Fully Amortizing	Option Payment Fully Amortizing	Proposed Loan Type of Loan: © Type of Amortization:
	□ Not Offered*	□ Not Offered*	□ Not Offered*	□ Not Offered*	□ Not Offered*	26
PROPOSED LOAN AMOUNT \$ YEAR TERM	Fixed Rate (%)	Fixed Rate (<u>3</u> %) Interest Only for First 5 Years	Fixed Rate for First 5 Years; Adjustable Each Year After First 5 Years (Initial rate for 1 to 5 is <u>4</u> %; Maximum Rate is <u>4</u> %)	Interest Only and Fixed Rate for First 5 years; Adjustable Rate Each Year After First 5 Years (Initial rate for 1 to 5 is 4 %)	Adjustable Rate for Entire Term of the Mortgage (Rate in month 1 is <u>5</u> %; Rate in month 2 through year 5 is <u>5</u> %; Maximum Rate is <u>5</u> %)	Explanation of Type of Proposed Loan Product:

Payment Scenarios						
Minimum Monthly Payment Years 1-5 except as noted	\$**	\$	\$8	\$	\$**** (1st year only)	\$
Monthly Payment in Year 6 with no change in rates	\$6	\$***	\$	\$	\$	\$6
Monthly Payment in Year 6 with a 2% rise in rates	\$6	\$	\$	\$	\$6	\$6
Minimum Monthly Payment	\$	\$	\$	\$	\$	\$
Your Gross Income	\$	\$	\$	\$	\$	\$
Difference	\$	\$	\$8	\$ _18	\$8	\$8
Maximum Monthly Payment in Year 6 with a 5% rise in rates	\$6	\$	\$	\$	\$	\$
Your Gross Income	\$	\$	\$	\$	\$	\$
Difference	\$	\$	\$	\$	\$	\$
Loan Balance Scenario	e e					

Loan Balance Scenarios

How much will be owed after 5 years?	\$	\$	\$3	\$ _23	\$3	\$3
	Yes	No	Yes	No	No	No/Yes
Has the loan balance been reduced after 5	The loan balance was reduced	The lase halenes	The loan balance was reduced	The lase halowed	The loan balance increased	The loan balance: did not change/
years of payments?	by \$ 24	The loan balance was not reduced	by \$ <u>2</u>	The loan balance was not reduced	by \$ 2	increased/decreased by \$ 24

- 1 Proposed loan amount and term.
- 2 Current interest rate for fixed rate loan.
- ③ Current interest rate for fixed rate loan that is interestonly for first 5 years.
- ④ Current fixed interest rate for first 5 years and maximum rate based on 5% maximum increase.
- (5) Current initial interest rate for month 1; interest rate for month 2 through year 5 based on current fullyindexed interest rate; maximum rate based on 5% maximum increase.
- 6 Fixed rate loan payment (see *)
- ⑦ Interest-only payment based on fixed rate for first 5 years.
- 8 P&I payment based on fixed rate for first 5 years.
- (9) Minimum option payment based on month 1 rate for first year only(see ***).
- 1 P&I payment for remaining term (see **).
- (1) P&I payment for remaining term (same as #8).
- (2) P&I payment for remaining term.
- P&I payment based on increased principal balance for remaining term.
- P&I payment for remaining term based on decreased principal balance at 2% increase in interest rate.

- P&I payment for remaining term based on original principal balance at 2% increase in interest rate.
- **(6)** P&I payment for remaining term based on increased principal balance at 2% increase in interest rate.
- 17 Borrower's gross income from loan application.
- B Subtract minimum monthly payment from gross income.
- 19 P&I payment for remaining term based on reduced principal balance at maximum interest rate.
- P&I payment for remaining term based on original principal balance at maximum interest rate.
- 2 P&I payment for remaining term based on increased principal balance at maximum interest rate.
- 2 Subtract maximum monthly payment from gross income.
- ② Calculate loan balance after 5 years based on minimum monthly payments for years 1 through 5.
- ② Calculate the amount the loan balance has increased or decreased after 5 years.
- (5) Insert type of proposed loan product.
- (b) Insert applicable information for each scenario.

- ** This illustrates an interest rate and payments that are fixed for the life of the loan.
- *** This illustrates payments that are fixed after the first five years of the loan at a higher amount because they include both principal and interest.

**** This illustrates minimum monthly payments that are based on an interest rate that is in effect during the first month only. The payments required during the first year will not be sufficient to cover all of the interest that is due when the rate increases in the second month of the loan. Any unpaid interest amount will be added to the loan balance. Minimum payments for years 2-5 are based on the higher interest rate in effect at the time, subject to any contract limits on payment increases. Minimum payments will be recast (recalculated) after 5 years, or when the loan balance reaches a certain limit, to cover both principal and interest at the applicable rate.

^{* &}quot;Not offered" indicates the broker does not offer the comparison loan product. The information provided for the products not offered was obtained from sources deemed reliable. Yes No