



## Applying for a Real Estate Loan

- Download and print all application documents
- Refer to the application cover letter or brochure for specific instructions
- Once all application pages have been completed, signed and dated and all corresponding documentation has been collected, your Real Estate Loan Application can be dropped off at any FTWCCU office or mailed to the address listed below
- Should you have any questions, you can contact the Real Estate Department directly at 817 835-5028 or 817 835-5020

Fort Worth Community Credit Union  
 ATTN: Real Estate Department  
 P.O. Box 210848  
 Bedford, TX 76095-7848

## FTWCCU Office Locations

Headquarters Office 1905 Forest Ridge Dr Bedford, TX 76021	Downtown Office 819 Taylor St. Rm. 7A23 Fort Worth, TX 76102	North Tarrant Office 3501 North Tarrant Pkwy Fort Worth, TX 76244
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South Arlington Office 2327 W. Pleasant Ridge Rd. Arlington, TX 76015	Wedgwood Office 6720 S. Hulen Fort Worth, TX 76133	Meadowbrook Office 6454 Brentwood Stair Rd. Fort Worth, Texas 76112
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Weatherford Office 1911 S Main St Weatherford, Texas 76086	Burleson Office 1456 SW Wilshire Blvd Burleson, Tx 76028	Flower Mound Office 3548 Long Prairie Rd. Flower Mound, Tx 75022
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North Richland Hills Office 8524 Davis Blvd North Richland Hills, Tx 76182		
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# APPLICATION PROCEDURE FOR TEXAS HOME EQUITY LOANS

## LOAN PRODUCT

## DOCUMENTS NEEDED

**FIRST LIEN HOME EQUITY**  
 Minimum Loan Amount is \$15,000.00

- Please complete the Texas Home Equity Loan Application . **All paperwork must be completed in ink and no white out can be used. If an error is made, please draw a line through it and initial the correction.**
- Please sign and date all the attached documents.
- Please include a copy of your current homeowner's insurance policy.
- Please include a copy of your most recent county tax appraisal.
- Please include a copy of the property legal description (Deed of Trust, Title Policy).
- Please include a copy of the most recent pay stubs. If self employed, the last two years tax returns will be required.
- Please include a copy of any mortgage statements that are to be paid off with this Home Equity Loan.
- Loans over 150K will require an appraisal done by a state certified appraiser.\*

**SECOND LIEN HOME EQUITY**  
 Minimum Loan Amount is \$15,000.00

- Please complete the Texas Home Equity Loan Application . **All paperwork must be completed in ink and no white out can be used. If an error is made, please draw a line through it and initial the correction.**
- Please sign and date all the attached documents.
- Please include a copy of your current homeowner's insurance policy.
- Please include a copy of your most recent county tax appraisal.
- Please include a copy of the property legal description (Deed of Trust, Title Policy).
- Please include a copy of the most recent pay stubs. If self employed, the last two years tax returns will be required.
- Please include a copy of the first mortgage statement reflecting the current mortgage/escrow balance.
- **All Second Lien Home Equity loans will require an appraisal done by a state certified appraiser.\***

**RE-FINANCING FTWCCU HOME EQUITY**  
 Minimum Loan Amount is \$15,000.00

- Please complete the Texas Home Equity Loan Application . **All paperwork must be completed in ink and no white out can be used. If an error is made, please draw a line through it and initial the correction.**
- Please sign and date all the attached documents.
- Please include a copy of your current homeowner's insurance policy.
- Please include a copy of your most recent county tax appraisal.
- Please include a copy of the most recent pay stubs. If self employed, the last two years tax returns will be required.
- If re-financing a Second Lien Home Equity, please include a copy of the first mortgage statement reflecting the current mortgage/escrow balance.
- **All Second Lien Home Equity loans will require an appraisal done by a state certified appraiser.\***
- **Re-financing an existing FTWCCU real estate loan requires a minimum advance of \$3,000.00 and a \$300.00 fee.**

### HOW TO CALCULATE THE ESTIMATED EQUITY IN YOUR PROPERTY

STEP 1	Current Home value (use tax appraisal)	
	Estimated Home Value	\$
STEP 2	Calculate 80% of this figure	
	Step 1 x .8 (80%) =	\$
STEP 3	Total current home liens against your property	
	Liens and Loans +	\$
STEP 4	Subtract step 3 from step 2 = maximum home equity loan	
	(Step 2-Step 3) Total =	\$

\* appraisal fee paid by borrower/member



1905 Forest Ridge Drive  
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## Application

**NOTE AND COMPLETE** **NOTICE TO OHIO APPLICANTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy 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.

**WISCONSIN RESIDENTS ONLY:** (1) No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened. (2) Please sign if you are not applying for this account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.

Signature For Wisconsin Residents Only	Date
<b>X</b>	

**Married Applicants may apply for a separate account.**

**Individual Credit:** Complete **Applicant** section. Complete **Co-Applicant, Spouse**, (referred to as "Other") section: (1) about your spouse if you live in a community property state (AZ, CA, ID, LA, NM, NV, TX, WA, WI), or (2) if your spouse will use the Account. Please check box to indicate whom the information is about.

**Joint Credit:** Each Applicant must **individually** complete the appropriate section below. If Co-Borrower is spouse of the Applicant, mark the Co-Applicant box.

**Amount Requested \$** \_\_\_\_\_ **Purpose:** \_\_\_\_\_

**Repayment:** Payroll Deduction  Cash  Automatic Payment  Military Allotment

**STATEMENT OF INTENT** Are you interested in having your loan protected? Yes  No

If you answer "yes", the credit union will disclose the cost to protect your loan. The protection is voluntary and does not affect your loan approval. In order for your loan to be covered, you will need to sign a separate application that explains the terms and conditions.

APPLICANT				OTHER				CO-APPLICANT				SPOUSE			
NAME (Last - First - Initial)								NAME (Last - First - Initial)							
DRIVER'S LICENSE NUMBER/STATE				BIRTH DATE				DRIVER'S LICENSE NUMBER/STATE				BIRTH DATE			
ACCOUNT NUMBER				SOCIAL SECURITY NUMBER				ACCOUNT NUMBER				SOCIAL SECURITY NUMBER			
HOME PHONE		CELL PHONE		BUSINESS PHONE/EXT.				HOME PHONE		CELL PHONE		BUSINESS PHONE/EXT.			
PRESENT ADDRESS (Street - City - State - Zip)			OWN	RENT	LENGTH AT RESIDENCE			PRESENT ADDRESS (Street - City - State - Zip)			OWN	RENT	LENGTH AT RESIDENCE		
PREVIOUS ADDRESS (Street - City - State - Zip)			OWN	RENT	LENGTH AT RESIDENCE			PREVIOUS ADDRESS (Street - City - State - Zip)			OWN	RENT	LENGTH AT RESIDENCE		
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed) <input type="checkbox"/>								COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed) <input type="checkbox"/>							
LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT (Exclude Self)								LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT (Exclude Self)							

EMPLOYMENT INFORMATION					
NAME AND ADDRESS OF EMPLOYER			NAME AND ADDRESS OF EMPLOYER		
YOUR TITLE/GRADE		SUPERVISOR'S NAME			
START DATE	HOURS AT WORK	IF SELF EMPLOYED, TYPE OF BUSINESS			
IF EMPLOYED IN CURRENT POSITION LESS THAN FIVE YEARS, COMPLETE PREVIOUS EMPLOYER NAME AND ADDRESS					
STARTING DATE		ENDING DATE			
MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR			YES	NO	
WHERE		ENDING/SEPARATION DATE			

INCOME INFORMATION					
NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.					
EMPLOYMENT INCOME \$		PER MONTHLY		NET	GROSS
OTHER INCOME \$		PER			
SOURCE		SOURCE			



<b>REFERENCES</b> Please include Street, City, State and Zip. NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU  RELATIONSHIP _____ HOME PHONE _____ NAME AND ADDRESS OF PERSONAL FRIEND - NOT A RELATIVE  HOME PHONE _____	NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU  RELATIONSHIP _____ HOME PHONE _____ NAME AND ADDRESS OF PERSONAL FRIEND - NOT A RELATIVE  HOME PHONE _____
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<b>ASSETS/PROPERTY</b> Check box for Applicant/Other. List all assets and account number(s) -- Attach other sheets if necessary.	
<b>APPLICANT</b> SHARE DRAFT OR CHECKING AMOUNT \$ _____ NAME AND ADDRESS OF DEPOSITORY _____ SHARE DRAFT OR CHECKING AMOUNT \$ _____ NAME AND ADDRESS OF DEPOSITORY _____	<b>OTHER (CO-APPLICANT, SPOUSE)</b> SHARE DRAFT OR CHECKING AMOUNT \$ _____ NAME AND ADDRESS OF DEPOSITORY _____ SHARE DRAFT OR CHECKING AMOUNT \$ _____ NAME AND ADDRESS OF DEPOSITORY _____

APPLICANT	OTHER	ASSET TYPE	LIST HOME AND ALL OTHER ITEMS YOU OWN AND LOCATION OF PROPERTY <small>For Example: Auto, Boat, Stocks, Bonds, Cash, Household Goods, Real Estate, etc.</small>	MARKET VALUE	PLEGGED AS COLLATERAL FOR ANOTHER LOAN	
		HOME*		\$ _____	YES	NO
				\$ _____	YES	NO
				\$ _____	YES	NO

**\*LIST EVERY LIEN AGAINST YOUR HOME -- This section must be completed for the property which will be given as security, if applicable.**  
 A lien is a legal claim filed against property as security for payment of a debt. Liens include mortgages, deeds of trust, land contracts, judgments and past due taxes.

FIRST MORTGAGE HELD BY _____	OTHER LIENS (Describe) _____
PRESENT BALANCE \$ _____	
IS THE PROPERTY DESCRIBED IN THIS SECTION: YOUR PRINCIPAL DWELLING?	YES NO
IS ANYONE OTHER THAN YOUR SPOUSE A PART OWNER OF YOUR HOME?	YES NO
LISTED AS THE APPLICANT'S ADDRESS IN THE "APPLICANT INFORMATION" SECTION?	YES NO

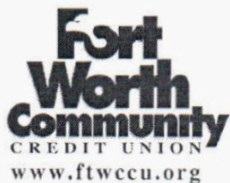
**DEBTS** In addition to Rent/Mortgage list all other debts (for example, auto loans, credit cards, second mortgage, home assoc. dues, alimony, child support, child care, medical, utilities, auto insurance, IRS liabilities, etc.) Please use a separate line for each credit card and auto loan. Attach other sheets if necessary.

APPLICANT	OTHER	DEBT TYPE	CREDITOR NAME AND ADDRESS	ACCOUNT NUMBER	ORIGINAL BALANCE	PRESENT BALANCE	MONTHLY PAYMENT	PAST DUE
		RENT MORTGAGE (incl. Tax & Ins.)			\$ _____	\$ _____	\$ _____	
					\$ _____	\$ _____	\$ _____	
					\$ _____	\$ _____	\$ _____	
					\$ _____	\$ _____	\$ _____	
					\$ _____	\$ _____	\$ _____	
					\$ _____	\$ _____	\$ _____	
LIST ANY NAMES UNDER WHICH YOUR CREDIT REFERENCES AND CREDIT HISTORY CAN BE CHECKED					<b>TOTALS</b> \$ 0	\$ 0	\$ 0	

<b>FINANCIAL INFORMATION</b> These questions apply to both Applicant and Other.			
IF A "YES" ANSWER IS GIVEN TO A QUESTION, EXPLAIN ON AN ATTACHED SHEET			
		<b>APPLICANT</b> YES NO	<b>OTHER</b> YES NO
DO YOU HAVE ANY OUTSTANDING JUDGMENTS?			
HAVE YOU EVER FILED FOR BANKRUPTCY OR HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13?			
HAVE YOU HAD PROPERTY FORECLOSED UPON OR GIVEN A DEED IN LIEU OF FORECLOSURE IN THE LAST 7 YEARS?			
ARE YOU A PARTY IN A LAWSUIT?			
ARE YOU OTHER THAN A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?			
IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?			
ARE YOU A CO-MAKER, CO-SIGNER OR GUARANTOR ON ANY LOAN NOT LISTED ABOVE?			
FOR WHOM (Name of Others Obligated on Loan): _____			TO WHOM (Name of Creditor): _____

**SIGNATURES**  
 You promise that everything you have stated in this application is correct to the best of your knowledge and that the above information is a complete listing of all your debts and obligations. If you request, the credit union will tell you the name and address of any credit bureau from which it received a credit report on you. You understand that it is a crime to willfully and deliberately provide incomplete or incorrect information in this application. If there are any important changes, you will notify us in writing immediately. You also agree to notify us of any change in your name, address or employment within a reasonable time thereafter.

Applicant's Signature _____ Date _____ <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px auto; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 2em; font-weight: bold;">X</span> </div> <div style="text-align: center; margin-top: 5px;">(SEAL)</div>	Other Signature _____ Date _____ <div style="border: 1px solid black; width: 100px; height: 30px; margin: 5px auto; display: flex; align-items: center; justify-content: center;"> <span style="font-size: 2em; font-weight: bold;">X</span> </div> <div style="text-align: center; margin-top: 5px;">(SEAL)</div>
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1905 Forest Ridge Drive  
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## Demographic Information of Applicant and Co-Applicant

### 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, race, and sex) 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 "Hispanic or Latino" origins, 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, race, and sex on the basis of visual observation or surname. If you do not wish to provide some or all of this information, please check below.

Account Number:

Property Address:

APPLICANT	CO-APPLICANT
<p>Name:</p> <p><b>Ethnicity:</b> Hispanic or Latino – <i>Check one or more</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Mexican</li> <li><input type="checkbox"/> Puerto Rican</li> <li><input type="checkbox"/> Cuban</li> <li><input type="checkbox"/> Other Hispanic or Latino – <i>Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:</i></li> </ul> <p><input type="checkbox"/> Not Hispanic or Latino I do not wish to provide this information</p> <p><b>Race: Check one or more</b> American Indian or Alaska Native - <i>Print name of enrolled or principal tribe:</i></p> <p>Asian</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Asian Indian</li> <li><input type="checkbox"/> Chinese</li> <li><input type="checkbox"/> Filipino</li> <li><input type="checkbox"/> Japanese</li> <li><input type="checkbox"/> Korean</li> <li><input type="checkbox"/> Vietnamese</li> <li><input type="checkbox"/> Other Asian – <i>Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:</i></li> </ul> <p>Black or African American Native Hawaiian or Other Pacific Islander</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Native Hawaiian</li> <li><input type="checkbox"/> Guamanian or Chamorro</li> <li><input type="checkbox"/> Samoan</li> <li><input type="checkbox"/> Other Pacific Islander – <i>Print race, for example, Fijian, Tongan, and so on:</i></li> </ul> <p>White I do not wish to provide this information</p> <p><b>Sex:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Female</li> <li><input type="checkbox"/> Male</li> <li><input type="checkbox"/> I do not wish to provide this information</li> </ul>	<p>Name:</p> <p><b>Ethnicity:</b> Hispanic or Latino – <i>Check one or more</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Mexican</li> <li><input type="checkbox"/> Puerto Rican</li> <li><input type="checkbox"/> Cuban</li> <li><input type="checkbox"/> Other Hispanic or Latino – <i>Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:</i></li> </ul> <p><input type="checkbox"/> Not Hispanic or Latino I do not wish to provide this information</p> <p><b>Race: Check one or more</b> American Indian or Alaska Native - <i>Print name of enrolled or principal tribe:</i></p> <p>Asian</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Asian Indian</li> <li><input type="checkbox"/> Chinese</li> <li><input type="checkbox"/> Filipino</li> <li><input type="checkbox"/> Japanese</li> <li><input type="checkbox"/> Korean</li> <li><input type="checkbox"/> Vietnamese</li> <li><input type="checkbox"/> Other Asian – <i>Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:</i></li> </ul> <p>Black or African American Native Hawaiian or Other Pacific Islander</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Native Hawaiian</li> <li><input type="checkbox"/> Guamanian or Chamorro</li> <li><input type="checkbox"/> Samoan</li> <li><input type="checkbox"/> Other Pacific Islander – <i>Print race, for example, Fijian, Tongan, and so on:</i></li> </ul> <p>White I do not wish to provide this information</p> <p><b>Sex:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Female</li> <li><input type="checkbox"/> Male</li> <li><input type="checkbox"/> I do not wish to provide this information</li> </ul>

To Be Completed by Financial Institution (for an application taken in person):			
<p>Was the ethnicity of the applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Was the race of the applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Was the ethnicity of the co-applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Was the race of the co-applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Was the sex of the applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Was the sex of the co-applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

To Be Completed by Interviewer:				
<p>Face to face interview Mail Telephone Internet</p>	<p>Interviewer's Name ANONYMOUS</p> <table border="1" style="width: 100%; height: 40px;"> <tr> <td style="width: 80%;">Interviewer's Signature</td> <td style="width: 20%;">Date</td> </tr> </table> <p><b>X</b> (Seal)</p> <p>Interviewer's Phone Number</p>	Interviewer's Signature	Date	<p>Name and Address of Interviewer's Employer</p> <p><b>FORT WORTH COMMUNITY CREDIT UNION</b> 1905 Forest Ridge Drive Bedford, Texas 76021-5724</p> <p>(Mailing Address) P.O. Box 210848 Bedford, Texas 76095-7848</p>
Interviewer's Signature	Date			





<b>AUTHORIZATION TO RELEASE INFORMATION</b>
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To Whom It May Concern:

1. I/We have applied for a loan from Fort Worth Community Credit Union. As part of the application process, FTWCCU may need to verify information contained in my/our loan application and in any other documents required in connection with this loan, either before the loan is closed or as part of its quality control Program.
2. I/We authorize you to provide FTWCCU any and all information and documentation that they may request. Such information includes, but is not limited to, employment history and income, bank and similar account balances; credit history; loan payoff information and copies of tax returns.
3. A copy of this authorization may be accepted as an original.
4. Your prompt reply to FTWCCU is appreciated.

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 Borrower

Date

Social Security Number

---

 Borrower

Date

Social Security Number

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 FTWCCU Employee Real Estate Representative

Fort Worth Community Credit Union 1905 Forest Ridge Drive Bedford, Texas 76021 817 835-5000
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## Texas Home Equity Questionnaire

The questions below are critical to processing your request for an equity loan under the State law permitting such types of loans and in finding a suitable loan product to meet your needs. You should answer these questions to the best of your ability, notifying your Loan Officer of any questions you may have or clarification you would like.

Circle the applicable answer

▪ Is the property titled in the name of a trust?	YES	NO
▪ Is your property larger than 10 acres?	YES	NO
▪ Is your property taxed in any manner other than residential?	YES	NO
▪ Is your property a condominium or townhouse?	YES	NO
▪ Is your property a duplex, triplex or fourplex?	YES	NO
▪ Is your current first mortgage classified as a Home Equity Loan?	YES	NO
▪ <b>(Note: If you answered yes to any of the above questions, please stop and contact our Real Estate Department at 817-835-5028 or 817-835-5020).</b>		
▪ Are proceeds from the loan exclusively for Home Improvement?	YES	NO
▪ Does anyone else have an ownership interest in the property besides you and/or spouse? (ALL parties must sign ALL documents)	YES	NO
▪ Are there any liens or debts secured by the property today?	YES	NO
▪ Is your current loan set up on a bi-weekly payment plan with your lender?	YES	NO
▪ Have you obtained equity from your home in the last 12 months by refinancing or obtaining a second mortgage?	YES	NO
▪ Is your property within the limits of an incorporated city?	YES	NO
▪ Powers of Attorney and mail out closings are unacceptable. Are all parties available and capable of signing all documents?	YES	NO

### PLEASE READ THE FOLLOWING REGARDING YOUR REQUEST FOR A HOME EQUITY LOAN

- One equity loan is permitted every 12 months and one equity loan may be secured by a homestead at any given time.
- The applicant and Fort Worth Community Credit Union must agree to the Fair Market Value established during the processing of your request.
- Powers of Attorney are not allowed and all owners and their spouses must sign all documents.
- A 12 day calendar day waiting period is required from the latter of the date we receive;
  1. The loan application signed and dated by all applicants. Or;
  2. The "Notice Concerning Extension of Credit" signed and dated by all applicants before this loan can be closed. And,
- A 3 day business day Right to Cancel period is required after closing before we can fund the loan and any forthcoming proceeds.

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
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 REPAYED 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;

CONTINUED ON NEXT PAGE





- (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.

**SIGNATURES**

By signing below, I/we acknowledge that I/we have received and read a copy of the "Notice Concerning Extensions of Credit Defined by Section 50(a)(6), Article XVI of Texas Constitution".

Borrower 1 Signature	Date
<b>X</b>	(Seal)

Borrower 2 Signature	Date
<b>X</b>	(Seal)

Borrower 3 Signature	Date
<b>X</b>	(Seal)

Borrower 4 Signature	Date
<b>X</b>	(Seal)

## Disclosure Statement

**NOTICE TO MORTGAGE LOAN APPLICANTS AND HOME IMPROVEMENT LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.**

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act ("RESPA")(12 U.S.C. 2601 et seq.) you have certain rights under that Federal Law. This statement tells you about those rights. It also tells you what the chances are that the servicing rights for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

### **Transfer Practices and Requirements**

If the servicing of your loan is assigned, sold or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of the transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal Agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

### **Complaint Resolution**

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60 day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to this 60 day period or this qualified written request. A business day is any day, excluding public holidays (state or federal), Saturdays and Sundays.

### **Damages and Costs**

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where services are shown to have violated the requirements of that Section.

### **Servicing Transfer Estimates**

The next sentence puts forth the best estimate of what will happen to the servicing of your mortgage loan. We may assign, sell or transfer the servicing of your loan sometime while the loan is outstanding, but we have no present intention of doing so. We are able to service your loan, and we will service your loan at the outset, and for an indeterminate time thereafter.

**For all the mortgage loans that we make in the 12 month period after your mortgage is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between 0 and 25%, and this estimate does include assignments, sales or transfers to any affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.**

**In each of the past 3 years, we have transferred between 0 and 25% of the servicing of our loans. This information includes assignments, sales or transfers to any affiliates or subsidiaries.**

## ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/we have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below. I/we understand that this acknowledgment is a required part of the mortgage loan application.

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 Applicant's Signature

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 Date

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 Co-Applicant's Signature

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 Date



## **Texas Mortgage Fraud Notice**

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**NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING WRITTEN STATEMENT**

Warning: Intentionally or knowingly making a materially false or misleading written statement to obtain property credit, including a mortgage loan, is a violation of Section 32.32, 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.

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.



**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 REPAYED 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;

CONTINUED ON NEXT PAGE



- (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;
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- (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
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<b>X</b>	(Seal)

Borrower 2 Signature	Date
<b>X</b>	(Seal)

Borrower 3 Signature	Date
<b>X</b>	(Seal)

Borrower 4 Signature	Date
<b>X</b>	(Seal)