

NOTARY INSTRUCTIONS

LISA M. COWLEY

Do not allow parties to sign any documents until you read these instructions.

The Notary may not be a party to the transaction, nor a member of the family of any party to the transaction. If you are not eligible to serve as Notary for this transaction, **DO NOT ALLOW PARTIES TO SIGN**. Instruct them to go to another Notary.

All documents must be signed in BLUE BALL POINT INK / NO GEL INK PENS.

All documents must be signed exactly as the names are typed. If a name is typed incorrectly, **DO NOT ALLOW PARTIES TO SIGN**. Call us immediately for instructions.

Do not change the date typed on any document. If you think a date is incorrect, **DO NOT ALLOW PARTIES TO SIGN**. Call us immediately for instructions.

Before witnessing any signatures, you must obtain satisfactory evidence that the party(ies) in your presence are those whose name(s) appear(s) on the documents. One of the following forms of government-issued photo identification must be provided by each party:

- a valid United States driver's license;
- a current United States military ID;
- a valid Passport
- a current state-issued identification card.

You must compare the photograph and date of birth with the party(ies). Make a copy of the identification card and return this copy to us with the documents. If you are uncertain as to the identity of any party, **DO NOT ALLOW PARTIES TO SIGN**. Call us immediately for instructions.

All documents requiring your signature must be signed in your presence. If any of these have been signed outside your presence, **DO NOT CONTINUE**. Call us immediately for instructions.

You must properly complete the Jurat and Acknowledgment sections on each of these forms, as applicable. Some of the items you must complete are: county where signing occurred, date of acknowledgment, name(s) of party(ies) whose signatures you acknowledge, your printed name and commission expiration date, your signature and imprint of your Notarial seal.

Provide the following information and return with the documents for our records:

Your printed name: _____ Phone number: _____

Your mailing address: _____

Notary County: _____ State: _____ Expiration date: _____

ORIGIN ID:DALA (817) 281-9123
FIRST WESTERN TITLE
5005 COLLEYVILLE BLVD., SUITE 160
COLLEYVILLE, TX 76034
UNITED STATES US

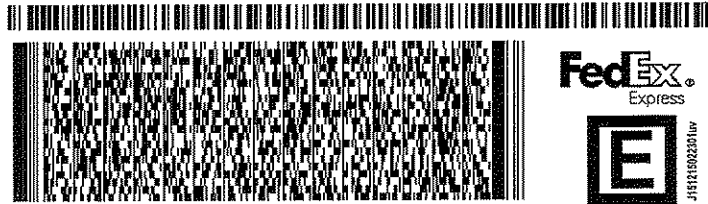
SHIP DATE: 18MAY15
ACTWGT: 3.0 LB
CAD: 105186784/WSX13000
BILL SENDER

TO FIRST WESTERN TITLE

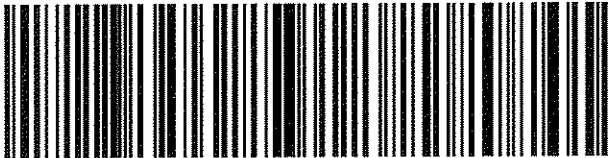
5005 COLLEYVILLE BLVD., SUITE 160
BARRICK, DANON OR SANDRA
COLLEYVILLE TX 76034

(817) 281-9123 REF: 15-05951-101 COWLEY DOCUMENTS
INV: PO: DEPT:

537J3C918/EE4B



TRK# 7806 5803 8804 TUE - 19 MAY 10:30A
0201 PRIORITY OVERNIGHT
AD DALA 76034
TX-US DFW





A. Settlement Statement (HUD-1)

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv Unins	6. File Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Fin	15-05951-101
7. <input type="checkbox"/> Cash Sale.			7. Loan Number
			30038160
8. Mortgage Ins Case Number			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower Lisa M. Cowley aka Maureen L. Cowley 501 Evergreen St. Whitehouse, TX 75791		E. Name & Address of Seller ,	
		F. Name & Address of Lender United Credit Union 4901 Old Jacksonville Hwy Tyler, TX 75703	
G. Property Location 0.282 acres, Gus Fite, Lot 20, City of Whitehouse, Smith County, TX 501 Evergreen Street Whitehouse, TX 75791		H. Settlement Agent Name First Western Title 5005 Colleyville Blvd., Suite 160 Colleyville, TX 76034 817-281-9123 Underwritten By: First American Title Ins. Co. Place of Settlement First Western Title 5005 Colleyville Blvd., Suite 160 Colleyville, TX 76034	
		I. Settlement Date 5/18/2015 Fund: 5/22/2015	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower	\$2,876.42	403.	
104. Payoff existing lien to Ocwen Loan Servicing, LLC	\$37,088.87	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Assessment Taxes		408. Assessment Taxes	
109. School property taxes		409. School property taxes	
110. HOA dues		410. HOA dues	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$39,965.29	420. Gross Amount Due to Seller	\$0.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	\$85,200.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214. HOA dues		514. HOA dues	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$85,200.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$39,965.29	601. Gross Amount due to seller (line 420)	\$0.00
302. Less amounts paid by/for borrower (line 220)	\$85,200.00	602. Less reductions in amt. due seller (line 520)	\$0.00
303. Cash To Borrower	\$45,234.71	603. Cash Seller	\$0.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

POC (B) – Paid Outside of Closing by Borrower. POC (S) – Paid Outside of Closing by Seller. POC (L) – Paid Outside of Closing by Lender.

L. Settlement Charges

700. Total Real Estate Broker Fees		\$0.00	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			\$0.00	\$0.00
704.	The following persons, firms or corporations received a portion	to		
705.	of the real estate commission amount shown above	to		

800. Items Payable in Connection with Loan				
801.	Our origination charge (0.976 % OR \$831.47)		\$1,069.47	(from GFE #1)
802.	Your credit or charge (points) for the specific rate chosen		\$-1,171.50	(from GFE #2)
803.	Your adjusted origination charges	to CU Members Mortgage, a division of Colonial Savings, F.A.		(from GFE A) \$-102.03
804.	Appraisal Fee	to Jason Ponder	POC (B) \$425.00	(from GFE #3)
805.	Credit report	to CBC XML	POC (B) \$17.00	(from GFE #3)
806.	Tax service	to		(from GFE #3)
807.	Flood certification	to LPS Flood		(from GFE #3) \$6.50
808.	Attorney Doc prep fee	to Peirson and Patterson	\$175.00	(from GFE #1) \$0.00

900. Items Required by Lender To Be Paid in Advance				
901.	Daily interest charges from 5/22/2015 to 6/1/2015 @ \$8.46/day			(from GFE #10) \$84.60
902.	Mortgage Insurance Premium for months	to		(from GFE #3)
903.	Homeowner's insurance for years	to		(from GFE #11)

1000. Reserves Deposited With Lender				
1001.	Initial Deposit for your escrow account			(from GFE #9) \$677.82
1002.	Homeowner's insurance	2 months @ \$174.83	per month	\$349.66
1003.	Mortgage insurance	months @	per month	
1004.	City property taxes	months @	per month	
1005.	County property taxes	2 months @ \$164.08	per month	\$328.16
1006.	Assessment Taxes	months @	per month	
1007.	School property taxes	months @	per month	
1008.	HOA dues	months @	per month	
1009.	Other taxes	0 months @		
1010.	Other taxes	0 months @		
1011.	Aggregate Adjustment			

1100. Title Charges				
1101.	Title services and lender's title insurance	to First Western Title		(from GFE #4) \$1,383.65
1102.	Settlement or closing fee	to First Western Title	\$350.00	
1103.	Owner's title insurance	to First Western Title		(from GFE #5)
1104.	Lender's title insurance	to First Western Title	\$686.40	
1105.	Lender's title policy limit \$	\$85,200.00/\$979.65		
1106.	Owner's title policy limit \$	\$0.00/\$0.00		
1107.	Agent's portion of the total title insurance premium	to First Western Title	\$832.70	
1108.	Underwriter's portion of the total title insurance premium	to First American Title	\$146.95	
1109.		to		
1110.		to		
1111.	Tax Certificate	to Lawyers Tax Ltd.	\$45.00	(from GFE #4) \$0.00
1112.		to		
1113.	Electronic Recording Submission Fee	to First Western Title-Recording Acct.	\$9.00	(from GFE #4) \$0.00
1114.	\$85 of Title Premium	to First American Title - Production Center		
1115.	Tax deletion (MTP & BINDER ONL	to First Western Title	\$20.00	
1116.	Not yet due/payable (MTP & BIN	to First Western Title	\$5.00	
1117.	Environmental Protection Lien	to First Western Title	\$25.00	
1118.	T42 Endorsement	to First Western Title	\$77.30	
1119.	T42.1 Endorsement	to First Western Title	\$115.95	
1120.	T19 Res. Endorsement	to First Western Title	\$50.00	
1121.	T-19.2 Loan-Min.&Surface	to First Western Title		

1200. Government Recording and Transfer Charges				
1201.	Government recording charges			(from GFE #7) \$132.00
1202.	Deed ; Mortgage \$86.00 , Release \$0.00	to First Western Title-Recording Acct.		
1203.	Transfer taxes			(from GFE #8)
1204.	City/County tax/stamps	Deed \$0.00 ; Mortgage \$0.00		
1205.	State tax/stamps	Deed \$0.00 ; Mortgage \$0.00		
1206.	Recording Fee for H.E. Affidavit & Agreement	to First Western Title-Recording Acct.	\$46.00	(from GFE #7)

1300. Additional Settlement Charges				
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1301. Required services you can shop for	(from GFE #6)	\$693.88	
1302. Survey	to Matabo Surveying, Inc.	\$693.88 (from GFE #6)	\$0.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$2,876.42	

POC (B) – Paid Outside of Closing by Borrower. POC (S) – Paid Outside of Closing by Seller. POC (L) – Paid Outside of Closing by Lender.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge (0.976 % OR \$831.47)	# 801
Your credit or charge (points) for the specific rate chosen	# 802
Your adjusted origination charges	# 803
Transfer taxes	# 1203

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	# 1201
Appraisal Fee	# 804
Credit report	# 805
Flood certification	# 807
Title services and lender's title insurance	# 1101
Survey	# 1302
Total	
Increase between GFE and HUD-1 Charges	

Charges That Can Change	
Initial deposit for your escrow account	# 1001
Daily interest charges	# 901 \$8.46/day
Homeowner's insurance	# 903

Good Faith Estimate	HUD-1
\$2,197.00	\$1,069.47
\$-1,171.50	\$-1,171.50
\$1,025.50	\$-102.03
\$0.00	\$0.00

Good Faith Estimate	HUD-1
\$150.00	\$132.00
\$425.00	\$425.00
\$17.00	\$17.00
\$6.50	\$6.50
\$1,590.70	\$1,383.65
\$693.88	\$693.88
\$2,883.08	\$2,658.03
\$-225.05	or -7.81%

Good Faith Estimate	HUD-1
\$516.66	\$677.82
\$152.48	\$84.60
\$0.00	\$0.00

Final

Loan Terms

Your initial loan amount is	\$85,200.00
Your loan term is	15 years
Your initial interest rate is	3.625%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$614.32 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of 0%. The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by 0%. Over the life of the loan, your interest rate is guaranteed to never be lower than 0% or higher than 0%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$0.00
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$0.00 The maximum it can ever rise to is \$0.00
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$0.00
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$0.00 due in 0 years on
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$338.91 that results in a total initial monthly amount owed of \$953.23. This includes principal, interest, any mortgage insurance and any items checked below: <div><input checked="" type="checkbox"/> Property taxes<input checked="" type="checkbox"/> Homeowner's Insurance</div> <div><input type="checkbox"/> Flood insurance<input type="checkbox"/></div> <div><input type="checkbox"/></div>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Lisa M. Cowley aka Maureen L. Cowley

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

HUD-I Settlement Statement Addendum

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

I have carefully reviewed the HUD-I or HUD-IA Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have reviewed a copy of the HUD-I or HUD-IA Settlement Statement.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

The HUD-I or HUD-IA Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

First Western Title - CU Division 101

By: _____ Date _____
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

**Acknowledgment Regarding
Fair Market Value of Homestead Property**

(Pursuant to Section 50(a)(6)(Q)(ix), Article XVI of the Texas Constitution)

**LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160**

I, the undersigned Owner, acknowledge that I am an Owner of the property (the "Homestead Property"), which will secure an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

The Lender and I acknowledge that on the date the extension of credit is made, the fair market value of the Homestead Property is **\$106,500.00**.

I understand that Lender is relying on this written acknowledgment regarding the fair market value of the Homestead Property ("Acknowledgment") as a condition of making the extension of credit and I have no knowledge, or reason to believe, that the fair market value of the Homestead Property stated in this Acknowledgment is incorrect.

I further acknowledge that the undersigned includes all owners of the Property.

When this Acknowledgment is executed by more than one person, the instrument shall read as if pertinent verbs, nouns and pronouns were changed correspondingly, and reference to any gender shall include either gender, all as the case may be.

☒ ["X" if applicable] The fair market value indicated herein is the value estimated in the appraisal which was prepared in accordance with state or federal requirements applicable to this extension of credit.

**[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT.
THE EXTENSION OF CREDIT MUST BE CLOSED AT THE OFFICE OF THE LENDER, AN
ATTORNEY AT LAW, OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS
DOCUMENT AFTER YOU HAVE SIGNED IT.]**

Signature Date
Lisa M. Cowley

[Sign Originals Only]

United Credit Union

By: _____

**TEXAS HOME EQUITY ACKNOWLEDGMENT OF ADVANCE
COPY OF LOAN APPLICATION AND
FINAL ITEMIZATION OF FEES AND CHARGES**

Property: 501 Evergreen St., Whitehouse, Texas
75791

I acknowledge that I am the owner, or a spouse of an owner, of the property commonly known as: **501 Evergreen St., Whitehouse, Texas 75791** ("Homestead Property").

I acknowledge that Lender is relying on this statement.

CAUTION: THIS IS A SWORN STATEMENT. DO NOT SIGN THIS AFFIDAVIT UNLESS YOU HAVE READ IT AND, ON OATH, YOU BELIEVE IT TO BE TRUE AND CORRECT. IF THE FEES AND CHARGES DISCLOSED TO YOU AT CLOSING TODAY DIFFER IN ANY WAY FROM THE FEES AND CHARGES EARLIER DISCLOSED TO YOU BEFORE THE DATE OF CLOSING, YOU MUST NOT SIGN THIS AFFIDAVIT AND YOU SHOULD ADVISE THE SETTLEMENT AGENT THAT YOU CANNOT SIGN IT.

[Sign Originals Only]

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by
Lisa M. Cowley.

Notary Public
Printed Name: _____
My commission expires: _____

Lender: United Credit Union
Borrower/Owner Lisa M. Cowley
:
Property: 501 Evergreen St., Whitehouse, Texas 75791

**TEXAS ACKNOWLEDGMENT OF RECEIPT OF
NOTICE CONCERNING EXTENSIONS OF CREDIT**

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

**LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160**

I, the undersigned Borrower, acknowledge that the following Notice was provided to me by Lender or Lender's representative at least twelve (12) days prior to closing the extension 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 3 PERCENT OF THE LOAN AMOUNT;**
- (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) THE LOAN MAY NOT BE SECURED BY HOMESTEAD PROPERTY THAT IS DESIGNATED FOR AGRICULTURAL USE AS OF THE DATE OF CLOSING, UNLESS THE AGRICULTURAL HOMESTEAD PROPERTY IS USED PRIMARILY FOR THE PRODUCTION OF MILK;
- (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;
 - (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 CLOSSES; 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 50 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 50 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

Acknowledged by the undersigned on the _____ day of _____

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of this Texas Acknowledgment of Receipt of Notice Concerning Extensions of Credit and further acknowledge that I understand its provisions. Words used in this Texas Acknowledgment of Receipt of Notice Concerning Extensions of Credit mean and include the plural and vice versa.

Signature
Lisa M. Cowley

Date

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

AFFIDAVIT REGARDING GOOD FAITH ESTIMATE

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

State of _____

Before me, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared **Lisa M. Cowley** and on oath such individual, or each of them, swears that the following statements are true:

I. REPRESENTATIONS AND WARRANTIES:

I am a borrower named in the Note (the "Note") or the owner or spouse of an owner of the property described in the Security Instrument (the "Security Instrument" which term includes any riders to the Security Instrument), both bearing date of **May 18, 2015**, evidencing and securing a loan (the "Loan") and providing for a lien on the following described property (the "Property") located in **Smith County, Texas**:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND DESCRIBED IN VOLUME 3155, PAGE 47, LAND RECORDS OF SMITH COUNTY, TEXAS, AND ALSO KNOWN AS LOT 20 OF THE UNRECORDED SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

[Legal Description]

which has the address of: **501 Evergreen St. Whitehouse, TX 75791** ("Property Address").

I understand that the lender making the Loan is **United Credit Union** (the "Lender").

I represent and warrant that the Good Faith Estimate ("GFE") dated **May 12, 2015** is the GFE that Lender provided me in connection to this Loan. If a previous GFE was given by Lender or any agent of Lender to me any variance (if any) from the attached GFE was due to one of the following legally allowed "Changed Circumstances" or other circumstance allowing Lender or their agent to give a revised GFE disclosure:

Changed circumstances affecting settlement costs. If changed circumstances result in increased costs for any settlement services such that the charges at settlement would exceed the tolerances for those charges, the loan originator may provide a revised GFE to the borrower. If a revised GFE is to be provided, the loan originator must do so within 3 business days of receiving information sufficient to establish changed circumstances. The revised GFE may increase charges for services listed on the GFE only to the extent that the changed circumstances actually resulted in higher charges.

Changed circumstances affecting loan. If changed circumstances result in a change in the borrower's eligibility for the specific loan terms identified in the GFE, the loan originator may provide a revised GFE to the borrower. If a

Affidavit Regarding Good Faith Estimate

revised GFE is to be provided, the loan originator must do so within 3 business days of receiving information sufficient to establish changed circumstances.

Borrower-requested changes. If a borrower requests changes to the mortgage loan identified in the GFE that change the settlement charges or the terms of the loan, the loan originator may provide a revised GFE to the borrower. If a revised GFE is to be provided, the loan originator must do so within 3 business days of the borrower's request.

Interest rate dependent charges and terms. If the interest rate has not been locked by the borrower, or a locked interest rate has expired, the charge or credit for the interest rate chosen, the adjusted origination charges, per diem interest, and loan terms related to the interest rate may change. If the borrower later locks the interest rate, a new GFE must be provided showing the revised interest rate-dependent charges and terms. All other charges and terms must remain the same as on the original GFE, except as otherwise allowed.

New home purchases. In transactions involving new home purchases, where settlement is anticipated to occur more than 60 calendar days from the time a GFE is provided, the loan originator may provide the GFE to the borrower with a clear and conspicuous disclosure stating that at any time up until 60 calendar days prior to closing, the loan originator may issue a revised GFE. If no such separate disclosure is provided, the loan originator cannot issue a revised GFE, except as otherwise allowed.

I represent and warrant that I received the attached GFE 1) within 3 business days of my loan application, 2) within 3 business days after Lender received information sufficient to establish "Changed Circumstance", or 3) within the time period allowed above for one of the other circumstances described above allowing Lender or their agent to give a revised GFE disclosure.

II. LENDER INDUCEMENT AND RELIANCE

I understand that my execution of this Affidavit is made to induce Lender and its successors and assigns to make or purchase the Loan, and that Lender and its assigns will rely on it as additional consideration for making or purchasing the Loan. I also understand that each of the statements made in the Representations and Warranties Section is material and will be acted upon by the Lender and its assigns, and that if such statement is false or made without knowledge of the truth, the Lender and its assigns will suffer injury.

III. STATEMENT UNDER OATH

I hereby swear under oath that the representations and warranties referred to and set forth in Section I above are true and correct. I understand that this Affidavit is part of the Loan documentation.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20____ by **Lisa M. Cowley.**

Notary Public
Printed Name of Notary: _____
My Commission Expires: _____

ADVISORY NOTICE

ALL STATEMENTS IN THE FOREGOING AFFIDAVIT AND ARE MADE UNDER OATH. IF ANY SUCH STATEMENT IS MADE WITH KNOWLEDGE THAT SUCH STATEMENT IS FALSE, THE PERSON MAKING SUCH FALSE STATEMENT MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES UNDER APPLICABLE LAW.

EXHIBIT "A"

BEING A PORTION OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD FOUND FOR THE NORTHEAST CORNER;

THENCE SOUTH 00 DEGREES 34 MINUTES 46 SECONDS WEST 104.66 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHEAST CORNER;

THENCE NORTH 89 DEGREES 34 MINUTES 25 SECONDS WEST 117.40 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHWEST CORNER;

THENCE NORTH 00 DEGREES 31 MINUTES 43 SECONDS EAST 104.58 FEET TO A 1/2 INCH STEEL FOUND FOR THE NORTHWEST CORNER;

THENCE SOUTH 89 DEGREES 36 MINUTES 33 SECONDS EAST 117.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.282 ACRES OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. Any statement or references in the above legal description to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
	<input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		30038160
Amount	Interest Rate	No. of Months	Amortization Type
\$ 85,200.00	3.625 %	180	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain):
			<input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address (street, city, state & ZIP)			No. of Units
501 Evergreen St., Whitehouse, TX 75791			1
Legal Description of Subject Property (attach description if necessary) Smith County			Year Built
			1980
Purpose of Loan	<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:	
	<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot (b) Cost of Improvements Total (a + b)
	\$	\$	\$
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance Describe Improvements <input type="checkbox"/> made <input checked="" type="checkbox"/> to be made
1997	\$ 75,000.00	\$ 37,769.44	Cash-Out/Other Cost: \$ 0.00
Title will be held in what Name(s) Maureen Lisa Cowley		Manner in which Title will be held	Estate will be held in:
		Individual	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain) Checking/Savings			

Borrower		III. BORROWER INFORMATION		Co-Borrower	
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)			
Maureen Lisa Cowley					
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)
450-47-5188	(903) 316-8762	02/15/1964	12		
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. ages	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower) no. ages		
<input type="checkbox"/> Separated	0	<input type="checkbox"/> Separated			
Present Address (street, city, state, ZIP) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent 18 No. Yrs.		Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.			
501 Evergreen St.					
Whitehouse, TX 75791					
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address			

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer <input type="checkbox"/> Self Employed		Yrs. on this job		Name & Address of Employer <input type="checkbox"/> Self Employed	
University of Texas Health Science		6.5			
11937 US Hwy 271N		Yrs. employed in this line of work/profession			
Tyler, TX 75708		6.5			
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business	
Clinic Nurse Manager		(903) 877-5618			
If employed in current position for less than two years or if currently employed in more than one position, complete the following:					
Name & Address of Employer <input type="checkbox"/> Self Employed		Dates (from - to)		Name & Address of Employer <input type="checkbox"/> Self Employed	
		Monthly Income			
		\$			
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business	
Name & Address of Employer <input type="checkbox"/> Self Employed		Dates (from - to)		Name & Address of Employer <input type="checkbox"/> Self Employed	
		Monthly Income			
		\$			
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business	

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 7,083.33	\$	\$ 7,083.33	Rent	\$ 0.00	
Overtime	0.00		0.00	First Mortgage (P&I)	736.00	\$ 614.32
Bonuses	0.00		0.00	Other Financing (P&I)	0.00	0.00
Commissions	0.00		0.00	Hazard Insurance	0.00	158.33
Dividends/Interest	0.00		0.00	Real Estate Taxes	0.00	100.00
Net Rental Income	0.00		0.00	Mortgage Insurance	0.00	0.00
Other (before completing, see the notice in "describe other income," below)	0.00	0.00	0.00	Homeowner Assn. Dues	0.00	0.00
				Other: Flood/Catas	0.00	0.00
Total	\$ 7,083.33	\$ 0.00	\$ 7,083.33	Total	\$ 736.00	\$ 872.65

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

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Second-Order Income (Note: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B/ or Co-Borrower (C) does not choose to have it considered for repaying this loan.	Monthly Amount
		\$

VI. ASSETS AND LIABILITIES

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

Completed ☐ Jointly ☒ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		Monthly Payment & Months Left to Pay	Unpaid Balance
Description			Name and address of Company	\$ Payment/Months	\$	
Cash deposit toward purchase held by:		\$ 0.00	*** SEE ADDENDUM ***			
List checking and savings accounts below			Acct. no.			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$	
Acct. no.			Acct. no.			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$	
Acct. no.			Acct. no.			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$	
Acct. no.			Acct. no.			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$	
Acct. no.			Acct. no.			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$	
Acct. no.			Acct. no.			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$	
Acct. no.			Acct. no.			
Stocks & Bonds (Company name/number & description)		\$	Name and address of Company	\$ Payment/Months	\$	
Life insurance net cash value		\$ 0.00	Acct. no.			
Face amount: \$ 0.00			Name and address of Company	\$ Payment/Months	\$	
Subtotal Liquid Assets		\$ 0.00	Acct. no.			
Real estate owned (enter market value from schedule of real estate owned)		\$ 217,000.00	Name and address of Company	\$ Payment/Months	\$	
Vested interest in retirement fund		\$ 0.00	Acct. no.			
Net worth of business(es) owned (attach financial statement)		\$ 0.00	Name and address of Company	\$ Payment/Months	\$	
Automobiles owned (make and year)		\$	Acct. no.			
Other Assets (itemize)		\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$		
			Job-Related Expense (child care, union dues, etc.)	\$		
			Total Monthly Payments	\$ 1,844.00		
Total Assets a.	\$	217,000.00	Net Worth (a minus b)	\$ 171,367.00	Total Liabilities b.	\$ 45,633.00

VI. ASSETS AND LIABILITIES (cont'd)

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

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
*** SEE ADDENDUM ***							
		\$	\$	\$	\$	\$	\$
	Totals	\$ 217000	\$ 37769	\$ 0	\$ 736	\$ 309	\$ 0

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

VII. DETAILS OF TRANSACTION VIII. DECLARATIONS

VII. DETAILS OF TRANSACTION VIII. DECLARATIONS

a. Purchase price		\$	0.00	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.		Borrower		Co-Borrower	
						Yes	No	Yes	No
b. Alterations, improvements, repairs			0.00	a. Are there any outstanding judgments against you?			X		
c. Land (if acquired separately)			0.00	b. Have you been declared bankrupt within the past 7 years?			X		
d. Refinance (incl. debts to be paid off)			37,769.44	c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?			X		
e. Estimated prepaid items			516.66	d. Are you a party to a lawsuit?			X		
f. Estimated closing costs			4,278.20	e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)			X		
g. PMI, MIP, Funding Fee			0.00	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.			X		
h. Discount (if Borrower will pay)			0.00	g. Are you obligated to pay alimony, child support, or separate maintenance?			X		
i. Total costs (add items a through h)			42,564.30	h. Is any part of the down payment borrowed?			X		
j. Subordinate financing			0.00	i. Are you a co-maker or endorser on a note?			X		
k. Borrower's closing costs paid by Seller			0.00	j. Are you a U.S. citizen?		X			
l. Other Credits (explain)				k. Are you a permanent resident alien?			X		
Borrower Paid Fees			442.00	l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.		X			
Seller Credit			0.00	m. Have you had an ownership interest in a property in the last three years?		X			
Lender Credit			1,552.00	(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?		PR			
			0.00	(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		S			
			0.00						
m. Loan amount (exclude PMI, MIP, Funding Fee financed)			85,200.00						
n. PMI, MIP, Funding Fee financed			0.00						
o. Loan amount (add m & n)			85,200.00						
p. Cash from/to Borrower (subtract j, k, l & o from i)			-44,629.70						

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

Acknowledgement. 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.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER	<input type="checkbox"/> I do not wish to furnish this information.	CO-BORROWER	<input type="checkbox"/> I do not wish to furnish this information.
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male

To be Completed by Loan Originator:

This information was provided: ☐ In a face-to-face interview ☐ By the applicant and submitted by fax or mail
☐ In a telephone interview ☒ By the applicant and submitted via e-mail or the Internet

Loan Originator's Signature X		Date 02/26/2015
Loan Originator's Name (print or type) Joan Smith	Loan Originator Identifier 476670	Loan Originator's Phone Number (including area code)
Loan Origination Company's Name United Credit Union	Loan Origination Company Identifier 435169	Loan Origination Company's Address 4901 Old Jacksonville Hwy Tyler, TX 75703

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION		
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower:	Agency Case Number:
	Cowley, Maureen Lisa	
	Co-Borrower:	Lender Case Number:
		30038160

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.

Borrower's Signature:	Date	Co-Borrower's Signature:	Date
X		X	

Addendum for Loan # : 30038160 - Cowley, Maureen Lisa

--- LIABILITIES ---

Creditor	:OCWEN LOAN	Acct. #	: 657344051
Address	:	Balance	: *\$37,769.44
		Payment	: *\$736.00
C/S/Z	:	Rem. Term	: 52
Acct. Type	:Mortgage		
In Name Of	:		
Creditor	:CAP ONE AUTO	Acct. #	: 62062173068211001
Address	:	Balance	: \$17,099.00
		Payment	: \$405.00
C/S/Z	:	Rem. Term	: 43
Acct. Type	:Auto		
In Name Of	:		
Creditor	:SST/BEST EGG	Acct. #	: 29394822
Address	:	Balance	: \$13,172.00
		Payment	: \$476.00
C/S/Z	:	Rem. Term	: 28
Acct. Type	:Installment		
In Name Of	:		
Creditor	:WFDS/WDS	Acct. #	: 515780192109
Address	:	Balance	: \$5,397.00
		Payment	: \$604.00
C/S/Z	:	Rem. Term	: 9
Acct. Type	:Auto		
In Name Of	:		
Creditor	:UNITED CREDIT UNION	Acct. #	: 3772009002139
Address	:	Balance	: \$4,678.00
		Payment	: \$192.00
C/S/Z	:	Rem. Term	: 25
Acct. Type	:Installment		
In Name Of	:		
Creditor	:BRCLYSBANKDE	Acct. #	: 00015335048
Address	:	Balance	: \$2,923.00
		Payment	: \$79.00
C/S/Z	:	Rem. Term	: 37
Acct. Type	:Revolving		
In Name Of	:		
Creditor	:CAP ONE	Acct. #	: 466309000528
Address	:	Balance	: \$1,122.00
		Payment	: \$35.00
C/S/Z	:	Rem. Term	: 33
Acct. Type	:Revolving		
In Name Of	:		
Creditor	:CHASE	Acct. #	: 414740012697
Address	:	Balance	: \$1,073.00
		Payment	: \$28.00
C/S/Z	:	Rem. Term	: 39
Acct. Type	:Revolving		
In Name Of	:		
Creditor	:CAP ONE	Acct. #	: 486236814988
Address	:	Balance	: \$169.00
		Payment	: \$25.00
C/S/Z	:	Rem. Term	: 7
Acct. Type	:Revolving		
In Name Of	:		

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.

Borrower's Signature:	Date:	Co-Borrower's Signature:	Date:
X		X	

Addendum for Loan # : 30038160 - Cowley, Maureen Lisa

--- SCHEDULE OF REAL ESTATE OWNED ---

Address : 501 Evergreen St.	Market Value : \$120,000.00
C/S/Z : Whitehouse, TX 75791	Mortgage Amt : \$37,769.44
Status : H	Gross Income : \$0.00
Type : SFR	Mortgage Pmt : \$736.00
	Taxes/Ins : \$184.00
	Net Rental Inc : \$0.00
Address : 13768 Teton R. lot 96	Market Value : \$25,000.00
C/S/Z : Tyler, TX 75709	Mortgage Amt : \$0.00
Status : T	Gross Income : \$0.00
Type : SFR	Mortgage Pmt : \$0.00
	Taxes/Ins : \$31.75
	Net Rental Inc : \$0.00
Address : 836 Robertson	Market Value : \$25,000.00
C/S/Z : Tyler, TX 75701	Mortgage Amt : \$0.00
Status : T	Gross Income : \$0.00
Type : SFR	Mortgage Pmt : \$0.00
	Taxes/Ins : \$65.08
	Net Rental Inc : \$0.00
Address : 13768 Teton Rd lot 97	Market Value : \$4,000.00
C/S/Z : Tyler, TX 75709	Mortgage Amt : \$0.00
Status : T	Gross Income : \$0.00
Type : LOT	Mortgage Pmt : \$0.00
	Taxes/Ins : \$5.75
	Net Rental Inc : \$0.00
Address : 390 Jason Dr.	Market Value : \$38,000.00
C/S/Z : Bullard, TX 75757	Mortgage Amt : \$0.00
Status : T	Gross Income : \$0.00
Type : SFR	Mortgage Pmt : \$0.00
	Taxes/Ins : \$20.83
	Net Rental Inc : \$0.00
Address : 391 Jason Dr.	Market Value : \$5,000.00
C/S/Z : Bullard, TX 75757	Mortgage Amt : \$0.00
Status : T	Gross Income : \$0.00
Type : LOT	Mortgage Pmt : \$0.00
	Taxes/Ins : \$2.00
	Net Rental Inc : \$0.00

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.

Borrower's Signature:	Date:	Co-Borrower's Signature:	Date:
X		X	

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

**Texas Notice of Penalties for Making
a False or Misleading Written Statement**

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

WARNING: INTENTIONALLY OR KNOWINGLY MAKING A MATERIALLY FALSE OR MISLEADING WRITTEN STATEMENT TO OBTAIN PROPERTY OR 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 \$10,000.00.

“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.”

Texas Property Code Sec. 343.105

Signature Date
Lisa M. Cowley

[Sign Originals Only]

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **Lisa M. Cowley.**

Notary Public
Printed Name: _____
My commission expires: _____

**MORTGAGE FRAUD IS
INVESTIGATED BY THE FBI**



LO Company NMLS ID 435169
LO NMLS ID 458992

Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - Loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number

Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

Mortgage Fraud Warning

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

No Undisclosed Debt Affidavit

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

I/We the undersigned Borrower(s) for and in consideration of the above referenced Lender attest that, since the date of my/our original loan application:

- 1. I/we have not incurred any additional debt obligations and all debt information stated on the original loan application is the only debt I/we have and the credit balances and payments have not increased.
- 2. The status of my/our employment has not changed; all employment information stated on the original loan application remains true and accurate; and I/we have not received any notifications from my/our employer(s) indicating a change in my/our employment and/or income status.

It is illegal for a person to knowingly withhold debt obligation information regarding a credit application to a financial institution. Withholding such information is bank fraud. Bank fraud is investigated by the Federal Bureau of Investigation (FBI) and is punishable by fines of up to \$1,000,000, or up to 30 years in federal prison, or both.

DATED effective this _____ day of _____.

Signature _____ Date _____
Lisa M. Cowley [Sign Originals Only]

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20____ by Lisa M. Cowley.

Notary Public
Printed Name of Notary: _____
My Commission Expires: _____

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Notice of No Oral Agreements

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the “Loan Agreement.” “Loan Agreement” means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

TRUTH-IN-LENDING DISCLOSURE STATEMENT
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)
Version: 01/30/2011

LOAN ORIGINATOR:
NMLS ID:
COMPANY NMLS ID:
CREDITOR:

Peter Kelly
458992
435169
United Credit Union
4901 Old Jacksonville Hwy
Tyler, TX 75703

Loan Number:

Closing Date:
Type of Loan:

BORROWER(S):
MAILING ADDRESS:
PROPERTY ADDRESS:

Lisa M. Cowley
501 Evergreen St., Whitehouse, TX 75791
501 Evergreen St., Whitehouse, TX 75791

30038160
05/18/2015
Conv

Initial TIL Date:

03/04/2015

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after you have made all payments as scheduled
3.7428%	\$26,147.09	\$84,431.30	\$110,578.39

INTEREST RATE AND PAYMENT SUMMARY

	Rate & Monthly Payment
Interest Rate	3.625%
Principal + Interest Payment	\$614.32
Est. Taxes + Insurance (Escrow)	\$338.91
Total Est. Monthly Payment	\$953.23

There is no guarantee that you will be able to refinance to lower your rate and payments.

VARIABLE RATE FEATURE:

SECURITY:

ASSUMPTION:

LATE CHARGE:

PREPAYMENT:

DEMAND FEATURE:
REQUIRED DEPOSIT:

Your loan does not have a variable rate feature.

You are giving a security interest in the property located at:
501 Evergreen St., Whitehouse, TX 75791

Someone buying the property cannot, unless otherwise provided by federal law, be allowed to assume the remainder of the loan on the original terms

If your payment is more than 15 days late, you will be charged a late charge of 5.000% of the overdue payment of principal and interest.

If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

N/A

N/A

Truth in Lending Disclosure Statement

201505130202

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1431140515 [Doc Id 7022 M10082013]

TRUTH-IN-LENDING DISCLOSURE STATEMENT CONTINUED

FILING / RECORDING FEES: See Settlement Statement
INSURANCE: The following insurance is required to obtain credit:
Property insurance
You may obtain the insurance from anyone you want that is acceptable to Lender.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

(e) means an estimate

I/We have received these disclosures

Signature	Date
Lisa M. Cowley	

[Sign Originals Only]

Lender:United Credit Union
Borrower:Lisa M. Cowley
Property:501 Evergreen St., Whitehouse, Texas 75791

Loan # 30038160

Itemization of Credit

The Lender, Seller of the Property, or third party have agreed to pay certain fees on behalf of the borrower. The following is an itemization of credits paid by Lender, Seller, or Third Party (as indicated in your real estate sales contract or in a separate writing to us) toward Borrower’s closing costs.

If the amount credited is less than the full amount of the fee, Borrower will be responsible for the remaining, or net, amount at the time of closing.

802 Credit Itemization (Not Affecting APR)

Description	Credit Paid By	Paid To	Credit Amount
LENDER PAID ORIGINATION	Lender	Borrower	\$596.4
LENDER PAID ADMIN	Lender	Borrower	\$575.1
Total:			\$1,171.50

SignatureDate
Lisa M. Cowley

[Sign Originals Only]

Conventional Origination Statement

Lender	Borrower	Date
	Lisa M Cowley	05/18/2015
4901 Old Jacksonville Hwy		Loan Number
Tyler, TX 75703		30038160
		VA Case Number

Property Address: 501 Evergreen St.,
Whitehouse, TX 75791

The following fees are included in "Our Origination Charge".

	Borrower	Lender	Seller	Other
Origination Point 0.700 percent or	\$ 0.00	\$ 596.40	\$ 0.00	\$ 0.00
Attorney Doc Prep Fee	\$ 175.00	\$ 0.00	\$ 0.00	\$ 0.00
Non-Refundable	\$ 63.00	\$ 0.00	\$ 0.00	\$ 0.00
Administrative Fee	\$ 423.90	\$ 575.10	\$ 0.00	\$ 0.00
Additional Origination	\$ 255.60	\$ 0.00	\$ 0.00	\$ 0.00
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total:	\$ 917.50	\$ 1,171.50	\$ 0.00	\$ 0.00

The following fees are included in Title Services and Lender's Title Insurance Charges.

	Borrower	Lender	Seller	Other
Settlement or Closing Fee	\$ 350.00	\$ 0.00	\$ 0.00	\$ 0.00
Lender's Title Insurance	\$ 847.00	\$ 0.00	\$ 0.00	\$ 0.00
Endorsements	\$ 311.75	\$ 0.00	\$ 0.00	\$ 0.00
Tax Certificate	\$ 45.00	\$ 0.00	\$ 0.00	\$ 0.00
E RECORD FEE	\$ 9.00	\$ 0.00	\$ 0.00	\$ 0.00
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total:	\$ 1,562.75	\$ 0.00	\$ 0.00	\$ 0.00

The following fees, which are not included in "Our Origination" or in Title Services and Lender's Insurance Charges, are being paid or partially paid by the lender, seller or another Party.

	Borrower	Lender	Seller	Other
Appraisal Fee	\$ 425.00	\$ 0.00	\$ 0.00	\$ 0.00
Credit Report Fee	\$ 17.00	\$ 0.00	\$ 0.00	\$ 0.00
Flood Certification Fee	\$ 6.50	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 84.60	\$ 0.00	\$ 0.00	\$ 0.00
Homeowner's Insurance	\$ 349.66	\$ 0.00	\$ 0.00	\$ 0.00
City Taxes	\$ 328.16	\$ 0.00	\$ 0.00	\$ 0.00
Recording Fees	\$ 165.00	\$ 0.00	\$ 0.00	\$ 0.00
Survey	\$ 693.88	\$ 0.00	\$ 0.00	\$ 0.00
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total:	\$ 2,069.80	\$ 0.00	\$ 0.00	\$ 0.00

Total Fees Paid on behalf of the borrower.	
Fees paid by the Lender	\$ 1,171.50
Fees paid by the Seller	\$ 0.00
Fees paid by other parties	\$ 0.00
Total	\$ 1,171.50

The signatures below acknowledge review and receipt of this disclosure.

Borrower

_____ Lisa M Cowley	_____ Date (Seal)	_____ Date (Seal)
_____	_____ Date (Seal)	_____ Date (Seal)

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

**First Payment Letter
and Mailing Address Certification**

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

If Lender has established an escrow account for your loan, the following charges are reasonable.

To assure proper credit on your account, please include your loan number as indicated above on all of your loan payment checks. Unless otherwise indicated in your promissory note, each loan payment is due on the 1st day of the month. Each payment should be mailed early enough for it to reach the holder of the note on or before that date. Payments received after that date are DELINQUENT and could affect your credit rating. Unless otherwise indicated in your note, payments received after the end of the 15th day of the month due are subject to late charges. Your Payment is itemized below. The payment may change due to changes in any of the components of the Payment (including a possible interest rate change if the loan contains a variable rate feature). New payment coupons (including any adjusted amounts) will be mailed to you at your last known address.

First Payment Due: July 1, 2015

Description	Amount
Principal and Interest:	\$614.32
Homeowner's insurance:	\$174.83
Property taxes:	\$164.08
Total:	\$953.23

In order for Lender to provide Borrower(s) with mortgage coupon payment booklets and to correspond with Borrower(s) on matters of importance, Lender requests Borrower(s) to provide the following information:

Present Mailing Address: _____
City, State & ZIP Code: _____
Present Telephone Number (include area code): _____
Anticipated Moving Date: _____
New Mailing Address: _____
City, State & ZIP Code: _____
New Telephone Number (including area code)(if known): _____

If Borrower(s) desires the mailing address to be different than the address of the Property indicated on the survey, Borrower(s) must provide the correct mailing address above. I/We, the above referenced Borrower(s), certify the above mailing information to be true and correct and further agree to notify the holder or servicer of the note immediately of any change of address by certified mail, return receipt requested, to the address stipulated in the Mortgage/Deed of Trust as being the address where Loan payments are to be mailed. No other knowledge, whether actual or constructive, by the holder of the note or any of its agents or employees, will be sufficient to put the holder of the note on notice of any change of Borrower(s) mailing address and/or telephone number.

If you do not receive your monthly payment coupons before the **FIRST PAYMENT DUE AND WE DO NOT NOTIFY YOU TO MAIL SAID PAYMENT DIRECTLY TO US, WHICH WE EXPRESSLY RESERVE THE RIGHT TO DO**, please mail your check along with a copy of this Letter to:

**Colonial National Mortgage, a division of Colonial Savings, F.A
2626 West Freeway
Fort Worth, TX 76102**

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

THIS IS AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6),
ARTICLE XVI OF THE TEXAS CONSTITUTION

TEXAS HOME EQUITY NOTE
(Fixed Rate - First Lien)

Loan # 30038160
MIN #100029000300381600

May 18, 2015
[Date]

Colleyville,
[City]

Texas
[State]

501 Evergreen St., Whitehouse, Texas 75791
[Property Address]

1. BORROWER'S PROMISE TO PAY

This is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit"). In return for the Extension of Credit that I have received evidenced by this Note, I promise to pay U.S. \$85,200.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **United Credit Union**. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

I understand that this is not an open-end account that may be debited from time to time or under which credit may be extended from time to time.

The property described above by the Property Address is subject to the lien of the Security Instrument executed concurrently herewith (the "Security Instrument").

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **3.625%**. It is agreed that the total of all interest and other charges that constitute interest under applicable law shall not exceed the maximum amount of interest permitted by applicable law. Nothing in this Note or the Security Instrument shall entitle the Note Holder upon any contingency or event whatsoever, including by reason of acceleration of the maturity or Prepayment of the Extension of Credit, to receive or collect interest or other charges that constitute interest in excess of the highest rate allowed by applicable law on the Principal or on a monetary obligation incurred to protect the property described above authorized by the Security Instrument, and in no event shall I be obligated to pay interest in excess of such rate.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **First** day of each month beginning **July 1, 2015**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **June 1, 2030**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **2626 West Freeway, Fort Worth, Texas 76102** or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$614.32.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. Should the Note Holder agree in writing to such changes, my payments thereafter will be payable in substantially equal successive monthly installments.

5. LOAN CHARGES

All agreements between Note Holder and me are expressly limited so that any interest, loan charges, or fees (other than interest) collected or to be collected from me, any owner or the spouse of any owner of the property described above in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this Extension of Credit and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this Extension of Credit exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder will make this refund by making a payment to me. **The Note Holder's payment of any such refund will extinguish any right of action I might have arising out of such overcharge.**

It is the express intention of the Note Holder and me to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement, if necessary for compliance with such law, and such document may be reformed by written notice from the Note Holder without the necessity of the execution of any new amendment or new document by me.

The provisions of this Section 5 shall supersede any inconsistent provision of this Note or the Security Instrument.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means. This Note may not be accelerated because of a decrease in the market value of the property described above or because of the property owner's default under any indebtedness not evidenced by this Note or the Security Instrument.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, including Section 50(a)(6) Article XVI of the Texas Constitution. Those expenses include, for example, reasonable attorneys' fees. I understand that these expenses are not contemplated as fees to be incurred in connection with maintaining or servicing this Extension of Credit.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address. However, if the purpose of the notice is to notify Note Holder of failure to comply with Note Holder's obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Subject to the limitation of personal liability described below, each person who signs this Note is responsible for ensuring that all of my promises and obligations in this Note are performed, including the payment of the full amount owed. Any person who takes over these obligations is also so responsible.

I understand that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that this Note is given without personal liability against each owner of the property described above and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Note Holder can enforce its rights under this Note solely against the property described above and not personally against any owner of such property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, I will be personally liable for the payment of any amounts due under this Note. This means that a personal judgment could be obtained against me if I fail to perform my responsibilities under this Note, including a judgment for any deficiency that results from Note Holder's sale of the property described above for an amount less than is owing under this Note.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 8 shall not impair in any way the right of the Note Holder to collect all sums due under this Note or prejudice the right of the Note Holder as to any promises or conditions of this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, the Security Instrument, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. APPLICABLE LAW

This Note shall be governed by the law of Texas and any applicable federal law. In the event of any conflict between the Texas Constitution and other applicable law, it is the intent that the provisions of the Texas Constitution shall be applied to resolve the conflict. In the event of a conflict between any provision of this Note and applicable law, the applicable law shall control to the extent of such conflict and the conflicting provisions contained in this Note shall be modified to the extent necessary to comply with applicable law. All other provisions in this Note will remain fully effective and enforceable.

12. NO ORAL AGREEMENTS

THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

Signature

Lisa M. Cowley

[Sign Originals Only]

MLO Organization: United Credit Union
ID: 435169
MLO Individual: Peter Kelly
ID: 458992

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

**Loan # 30038160
MIN #100029000300381600**

After recording, please return to:
**CU Members Mortgage, a division of Colonial Savings, F.A.
15455 Dallas Parkway Suite 900
Addison, TX 75001**

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **May 18, 2015**, together with all Riders to this document.

(B) "Borrower" is **Lisa M. Cowley A/K/A Maureen Lisa Cowley, a single woman**. Borrower is the grantor under this Security Instrument.

(C) "Lender" is **United Credit Union**. Lender is a **federal credit union** organized and existing under the laws of **United States of America**. Lender's address is **4901 Old Jacksonville Hwy, Tyler, TX 75703**. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) **“Trustee”** is J. David Motley and/or F. Allen Maulsby . Trustee’s address is 2626 W Freeway, Fort Worth, TX 76102.

(E) **“MERS”** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(F) **“Note”** means the promissory note signed by Borrower and dated **May 18, 2015**. The Note states that Borrower owes Lender **Eighty Five Thousand Two Hundred and 00/100 Dollars (U.S. \$85,200.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 1, 2030**.

(G) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

(H) **“Extension of Credit”** means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(I) **“Riders”** means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- | | |
|---|--|
| <input type="checkbox"/> Texas Home Equity Adjustable Rate Rider | <input type="checkbox"/> Texas Home Equity Condominium Rider |
| <input type="checkbox"/> Texas Home Equity Planned Unit Development Rider | <input type="checkbox"/> Manufactured Home Rider |
| <input type="checkbox"/> Other: | |

(J) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **“Escrow Items”** means those items that are described in Section 3.

(N) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the

Property.

(O) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Extension of Credit does not qualify as a “federally related mortgage loan” under RESPA.

(Q) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the County [Type of Recording Jurisdiction] of Smith [Name of Recording Jurisdiction]:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND DESCRIBED IN VOLUME 3155, PAGE 47, LAND RECORDS OF SMITH COUNTY, TEXAS, AND ALSO KNOWN AS LOT 20 OF THE UNRECORDED SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

which currently has the address of **501 Evergreen St.**
Whitehouse, Texas 75791
(“Property Address”):

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property”; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. Borrower understands and agrees the MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assign) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by

Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other

hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property,

insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby

assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender will make this refund by making a payment to Borrower. **The Lender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.**

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing

it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copies. Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply.

The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6), Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by Lender to comply with its obligations under this Extension of Credit. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or

the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable Law.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed, by written notice from Lender, without the necessity of the execution of any new amendment or new document by Borrower.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law.

Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or debt to another lender.

26. No Assignment of Wages. Borrower has not assigned wages as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.
--

Signature Date
Lisa M. Cowley

[Sign Originals Only]

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **Lisa M. Cowley.**

Notary Public
Printed Name: _____
My commission expires: _____

MLO Organization: United Credit Union
ID: 435169
MLO Individual: Peter Kelly
ID: 458992

EXHIBIT "A"

BEING A PORTION OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD FOUND FOR THE NORTHEAST CORNER;

THENCE SOUTH 00 DEGREES 34 MINUTES 46 SECONDS WEST 104.66 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHEAST CORNER;

THENCE NORTH 89 DEGREES 34 MINUTES 25 SECONDS WEST 117.40 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHWEST CORNER;

THENCE NORTH 00 DEGREES 31 MINUTES 43 SECONDS EAST 104.58 FEET TO A 1/2 INCH STEEL FOUND FOR THE NORTHWEST CORNER;

THENCE SOUTH 89 DEGREES 36 MINUTES 33 SECONDS EAST 117.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.282 ACRES OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. Any statement or references in the above legal description to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**TEXAS HOME EQUITY
AFFIDAVIT AND AGREEMENT
(First Lien)**

(Do not sign this Texas Home Equity Affidavit and Agreement until you have executed an Acknowledgment Regarding Fair Market Value, and received and reviewed the Texas Home Equity Note and the Texas Home Equity Security Instrument.)

LO Company NMLS ID 435169

LO NMLS ID 458992

Loan # 30038160

MIN #100029000300381600

State of TEXAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Lisa M. Cowley** and on oath such individual, or each of them, swears that the following statements are true:

I. REPRESENTATIONS AND WARRANTIES:

A. I am a borrower named in the Texas Home Equity Note (the "Note") or the owner or spouse of an owner of the property described in the Texas Home Equity Security Instrument (the "Security Instrument" which term includes any riders to the Texas Home Equity Security Instrument), both bearing date of **May 18, 2015**, evidencing and securing an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit") and providing for a lien on the following described property (the "Property") located in **Smith County, Texas**:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND DESCRIBED IN VOLUME 3155, PAGE 47, LAND RECORDS OF SMITH COUNTY, TEXAS, AND ALSO KNOWN AS LOT 20 OF THE UNRECORDED SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

which has the address of:

**501 Evergreen St.
Whitehouse, Texas 75791**

Texas Home Equity Affidavit and Agreement (First Lien)-Fannie Mae/Freddie
Mac Uniform Instrument

(Property Address)

The Property includes all incidental rights in and to the Property including all improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions are included as well as any interest in a planned unit development, condominium project, homeowners' association or equivalent entity owning or managing common areas or facilities associated with the Property. All of the foregoing is referred to herein as the Property, provided however that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

The Property does not include any additional real or personal property not included within the definition of homestead in accordance with applicable law including but not limited to Sections 41.002(a), (b), and (c) of the Texas Property Code which provide:

§ 41.002 Definition of Homestead

(a) If used for the purposes of an urban home or as both an urban home and a place to exercise a calling or business, the homestead of a family or a single, adult person, not otherwise entitled to a homestead, shall consist of not more than 10 acres of land which may be in one or more contiguous lots, together with any improvements thereon.

(b) If used for the purposes of a rural home, the homestead shall consist of:

(1) for a family, not more than 200 acres, which may be in one or more parcels, with the improvements thereon; or

(2) for a single, adult person, not otherwise entitled to a homestead, not more than 100 acres, which may be in one or more parcels, with the improvements thereon.

(c) A homestead is considered to be urban if, at the time the designation is made, the property is:

(1) located within the limits of a municipality or its extraterritorial jurisdiction or a platted subdivision; and

(2) served by police protection, paid or volunteer fire protection, and at least three of the following services provided by a municipality or under contract to a municipality: (A) electric; (B) natural gas; (C) sewer; (D) storm sewer; and (E) water.

B. I understand that the lender making the Extension of Credit is **United Credit Union** (the "Lender").

C. The undersigned includes all owners and spouses of owners of the Property and all borrowers named in the Note.

D. The Extension of Credit is secured by a voluntary lien on the Property created under a written agreement with the consent of all owners and all spouses of owners, and execution of this Texas Home Equity Affidavit and Agreement is deemed evidence of such consent.

E. The Extension of Credit is of a principal amount that, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the fair market value of the Property on the date the Extension of Credit is made.

F. I have not paid any fee or charge that is not disclosed in the HUD-1 or HUD-1A Settlement Statement.

G. Neither the Lender nor any other party has required any additional collateral (real or personal property), other than the Property described in the Security Instrument, to secure the Extension of Credit.

H. The Property is not designated for agricultural use as of the date of closing as provided by statutes governing property tax, unless such Property is used primarily for the production of milk.

I. The Extension of Credit is the only loan made pursuant to Section 50(a)(6), Article XVI of the

Texas Constitution that will be secured by the Property at the time the Extension of Credit is funded.

J. The Note and Security Instrument have not been signed before the twelfth (12th) day after the later of the date the owner of the Property submitted a loan application to the Lender, or the Lender's representative for the Extension of Credit, or the date that the Lender, or the Lender's representative provided the owner with a copy of the Notice Concerning Extensions of Credit defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Notice").

K. The Note and Security Instrument have not been signed before one business day after the date that the owner of the Property received a copy of the loan application if not previously provided and a final itemized disclosure of the actual fees, points, interest, costs, and charges that would be charged at closing or a bona fide emergency or other good cause exists and the owner of the Property hereby consents to the Lender providing or modifying such final itemized disclosure on the date of the signing of the Note and Security Instrument and execution of this Texas Home Equity Affidavit and Agreement is deemed evidence of such consent.

L. If I am an owner of the Property, I received the Notice in English. If the discussions with the borrowers named in the Note were conducted primarily in a language other than English, the borrowers named in the Note received from Lender, or Lender's representative, before closing, an additional copy of the Notice translated into the written language in which the discussions were conducted.

M. The Extension of Credit is being closed, that is I am signing the loan documents, at the office of the Lender, an attorney at law, or a title company.

N. It has been at least one year since the closing date of any other extension of credit made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution secured by the Property, unless (i) this Extension of Credit is a refinance of a prior extension of credit pursuant to Section 50(a)(6), Article XVI of the Texas Constitution, and is being made to cure the failure of any lender or holder of the prior extension of credit to comply with its obligations under the prior extension of credit (referred to here as a cure refinance); or (ii) the prior extension of credit was a cure refinance, in which case it has been at least one year since the closing date of the most recent extension of credit prior to a cure refinance; or (iii) I, on my oath, requested an earlier closing due to a declared state of emergency.

O. No owner of the Property has been required to apply the proceeds of this Extension of Credit to repay another debt, unless such other debt, if any, is a debt secured by the Property or is a debt to another lender.

P. No owner of the Property has been required to assign wages as security for the Extension of Credit.

Q. No owner of the Property has signed an instrument in which applicable blanks relating to substantive terms of agreement were left to be filled in. There are no blanks relating to substantive terms of agreement in this Texas Home Equity Affidavit and Agreement, the Note, or the Security Instrument.

R. No owner of the Property has signed a confession of judgment or given a power of attorney to the Lender or to a third person to confess judgment or to appear for any owner of the Property in a judicial proceeding.

S. To the best of my knowledge and belief, all owners of the Property, after receiving a copy of the final loan application and all documents signed by them at closing, will sign a receipt acknowledging the delivery of such copies.

T. I have been notified in the Security Instrument of the right of the owner and the spouse of any owner to rescind the Extension of Credit without penalty or charge within three (3) days after the closing.

U. The Lender and each owner of the Property have signed a written acknowledgment as to the fair market value of the Property on the date the Extension of Credit is made.

V. The Property is not being purchased with any part of the proceeds of the Extension of Credit.

W. Unless Lender otherwise agrees in writing, all borrowers named in the Note shall occupy the Property as their homestead pursuant to the terms of the Security Instrument.

X. I understand that the Extension of Credit is not a form of open-end account that may be debited from time to time or under which credit may be extended from time to time. Lender, at its option, may make monetary advances to protect the Property (i.e. pay real estate taxes, hazard insurance payments, etc.) in accordance with the Security Instrument.

Y. I understand that the Note, Security Instrument, and this Texas Home Equity Affidavit and Agreement define the terms of the Extension of Credit and are to be construed as an entirety.

II. AGREEMENT PROVISIONS:

A. **No Personal Liability in the Absence of Actual Fraud.** I understand that pursuant to Section 50(a)(6)(C), Article XVI of the Texas Constitution the Extension of Credit is without recourse for personal liability against each owner of the Property and the spouse of each owner and that Lender and its successors and assigns can enforce the promises and obligations in the Note and the Security Instrument solely against the Property, unless an owner or spouse of an owner obtains the Extension of Credit by actual fraud.

B. **Inducement and Reliance.** I understand that my execution of this Texas Home Equity Affidavit and Agreement is made to induce Lender and its successors and assigns to make or purchase the Extension of Credit, and that Lender and its assigns will rely on it as additional consideration for making or purchasing the Extension of Credit. I also understand that each of the statements made in the Representations and Warranties Section is material and will be acted upon by the Lender and its assigns, and that if such statement is false or made without knowledge of the truth, the Lender and its assigns will suffer injury.

C. **Remedies in the Event of Actual Fraud.** If any owner of the Property, or the spouse of an owner, obtains the Extension of Credit by actual fraud, then each owner, spouse of each owner and all borrowers named in the Note agree to indemnify and save Lender and its successors and assigns harmless against any loss, costs, damages, attorneys' fees, expenses and liabilities which Lender may incur or sustain in connection with such actual fraud and any court action arising therefrom and will pay the same upon demand. In addition, the borrowers named in the Note may become personally liable for repayment of the Extension of Credit.

D. **Opportunity for Lender to Comply.** It is agreed that, except as required by law, the Lender or any holder of the Note for the Extension of Credit shall not forfeit any principal or interest on the Extension of Credit by reason of failure by Lender or holder to comply with its obligations under the Extension of Credit, unless the Lender or holder of the Note fails to correct the failure to comply not later than the 60th day after the borrower notifies the Lender or holder of the Note of its failure to comply.

E. **Tax Advice.** It is agreed that it is the borrower's responsibility to determine any and all aspects of tax considerations related to the Extension of Credit. I have not relied on any tax advice provided by Lender or Lender's representatives. It is my responsibility to seek and obtain independent tax advice.

III. STATEMENT UNDER OATH

I hereby swear under oath that the representations and warranties referred to and set forth in Section I above are true and correct. I understand that this Texas Home Equity Affidavit and Agreement is part of the Extension of Credit documentation.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY BY ALL OWNERS OF THE PROPERTY, SPOUSES OF OWNERS, AND BORROWERS NAMED IN THE NOTE. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

Signature Date
Lisa M. Cowley

[Sign Originals Only]

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20____ by **Lisa M. Cowley.**

Notary Public

Printed Name of Notary: _____

My Commission Expires: _____

ADVISORY NOTICE

ALL STATEMENTS IN THE FOREGOING TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT ARE MADE UNDER OATH. IF ANY SUCH STATEMENT IS MADE WITH KNOWLEDGE THAT SUCH STATEMENT IS FALSE, THE PERSON MAKING SUCH FALSE STATEMENT MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES UNDER APPLICABLE LAW, MAY BE PERSONALLY LIABLE ON THE NOTE AND MAY CAUSE ALL OTHER BORROWERS NAMED IN THE NOTE TO BE PERSONALLY LIABLE ON THE NOTE.

**After Recording Please Return To:
CU Members Mortgage, a division of Colonial Savings, F.A.
15455 Dallas Parkway Suite 900
Addison, TX 75001**

EXHIBIT "A"

BEING A PORTION OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD FOUND FOR THE NORTHEAST CORNER;

THENCE SOUTH 00 DEGREES 34 MINUTES 46 SECONDS WEST 104.66 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHEAST CORNER;

THENCE NORTH 89 DEGREES 34 MINUTES 25 SECONDS WEST 117.40 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHWEST CORNER;

THENCE NORTH 00 DEGREES 31 MINUTES 43 SECONDS EAST 104.58 FEET TO A 1/2 INCH STEEL FOUND FOR THE NORTHWEST CORNER;

THENCE SOUTH 89 DEGREES 36 MINUTES 33 SECONDS EAST 117.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.282 ACRES OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. Any statement or references in the above legal description to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

**DESIGNATION OF HOMESTEAD AFFIDAVIT
(FOR USE IN ISSUING COVERAGE UNDER
PARAGRAPHS 1(i), (j) & (k), ENDORSEMENT 42.1)**

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160
MIN #100029000300381600

BEFORE ME, the undersigned authority, on this day personally appeared **Lisa M. Cowley** (whether one or more hereinafter referred to as "Affiant"), known to me to be a creditable person(s) and of lawful age, who after having been by me first duly sworn, deposed and upon oath stated:

1. That Affiant now resides upon, uses and claims, and designates as Affiant's sole and only legal homestead, whether residential or business, the following real property:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND DESCRIBED IN VOLUME 3155, PAGE 47, LAND RECORDS OF SMITH COUNTY, TEXAS, AND ALSO KNOWN AS LOT 20 OF THE UNRECORDED SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

- a. That certain tract hereinafter referred to as "The Property" more commonly known as **501 Evergreen St., Whitehouse, TX 75791** and more particularly described above.
b. Any other land claimed as homestead by Affiant which is described below.
_____ (1) None (insert 'N/A' in blank if not checked).
_____ (2) That certain tract more particularly described on Exhibit B. (inset 'N/A' in blank if not checked).

2. That all of The Property is the homestead of Affiant.
3. That no portion of The Property is non-homestead.
4. That The Property; and the real estate, if any, described in Paragraph 1b., above, are the only land claimed as homestead by Affiant and located in the **Smith County, Texas**, for tax or any other purposes.
5. That any business operated by the Affiant, if any, and situated upon land owned or leased by the Affiant is not currently subject to an extension of credit pursuant to Subsection (a)(6) of Section 50, Article XVI, Texas Constitution, (hereinafter a "Home Equity Lien/Home Equity Line of Credit"), nor has a Home Equity/Home Equity Line of Credit Lien describing any real estate in this county and claimed by me as homestead, whether business, or residential and whether previously paid off or released, or not, been closed within one year prior to the date of this Affidavit.

6. That the residence, owned or leased by the Affiant, if any, at which the Affiant lives is not currently subject to a Home Equity/Home Equity Line of Credit Lien, nor has a Home Equity/Home Equity Line of Credit Lien, describing any real estate in this county and claimed by me as homestead, whether business or residential, and whether paid off or released or note, been closed within one year prior to the date of this Affidavit

Affiant understands that **First Western Title - CU Division 101**, by and through its issuing agent is to issue its Mortgagee Policy of title insurance insuring the validity of a lien on The Property executed by me to **United Credit Union** as lender. Affiant understands that **First Western Title - CU Division 101** and its issuing agent are relying upon, and accept as true, the representations made in this affidavit. Affiant further hereby indemnifies and holds harmless **First Western Title - CU Division 101** and its issuing agent from and for all liability, costs and attorney fees, it may incur as a result of its: (i) release upon this affidavit; or (ii) issuance of a policy or policies of title insurance, either now or in the future, describing The Property or any part thereof, and providing coverage based upon any matter set forth herein.

Executed this _____ day of _____, _____.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20____ by **Lisa M. Cowley**.

Notary Public
Printed Name of Notary: _____
My Commission Expires: _____

EXHIBIT "A"

BEING A PORTION OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD FOUND FOR THE NORTHEAST CORNER;

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THENCE SOUTH 89 DEGREES 36 MINUTES 33 SECONDS EAST 117.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.282 ACRES OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. Any statement or references in the above legal description to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Single Item Escrow Account Analysis Notice

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Your escrow reserve deposits have been calculated using the “Single Item” analysis pursuant to the requirements of the Real Estate Settlement and Procedures Act (“RESPA”). Your account will be analyzed within 45 calendar days of settlement and adjusted using the aggregate accounting calculation. At that time you may be required to make an additional payment to supplement your escrow account. This adjustment may also cause a change in your monthly escrow requirement.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

LO Company NMLS ID 435169
LO NMLS ID 458992

DATE: May 18, 2015

TO: _____

RE: TRANSFER OF ESCROW FUNDS

Loan Number: Loan # 30038160

Dear Mortgage Holder:

We have refinanced our mortgage with United Credit Union .

In accordance with the terms of our mortgage with you, you are holding certain monies in escrow to ensure payment of taxes, insurance premiums and/or other charges with respect to our property.

We hereby authorize and direct you, upon repayment in full of our current mortgage, to immediately transfer all such monies held in escrow directly to our new mortgage lender/servicer.

PLEASE MAKE CHECK PAYABLE TO AND MAIL TO:

United Credit Union
4901 Old Jacksonville Hwy
Tyler, TX 75703
(903) 595-3604

Your cooperation in this matter will be appreciated.

Sincerely,

✓

Escrow Transfer Form

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Indemnity Letter & Agreement

LO Company NMLS ID 435169
LO NMLS ID 458992

United Credit Union
4901 Old Jacksonville Hwy
Tyler, TX 75703

RE: Transfer of Escrow Funds
Lender Loan # Loan # 30038160

Gentlemen:

As a condition of obtaining a new loan with United Credit Union (Lender), we have directed our previous mortgage holder (see attached letter) to transfer to Lender certain monies being held in escrow to ensure payment of taxes, insurance premiums and/or other charges (collectively the “Escrow Funds”) with respect to our property held as collateral on the subject loan.

Should these Escrow Funds not be transferred to Lender, but instead be received by us, we will immediately remit them to Lender. In addition, we hereby agree to indemnify and hold Lender harmless against any loss, damage, or expense, including attorney’s fees and court costs incurred by lender as a result of our failure to promptly remit the Escrow Funds to Lender.

We understand our new escrow account may be reanalyzed if Lender does not feel that adequate funds have been received at time of analysis. Such action may result in an increase in our monthly payments.

We understand that any penalties and interest assessed by the taxing authorities for any late payment occasioned by a delay in the transfer of the Escrow Funds to Lender will be our obligation and we hereby agree to indemnify and hold Lender harmless from any loss, damage or expense, including attorney’s fees and court costs incurred by Lender as a result of any failure of our prior lender to promptly remit the Escrow Funds to Lender if applicable, and the closing date is on or after October 25th, we further understand and agree that the transfer of the Escrow Funds to the Lender may cause the payments made to the taxing authorities to be made after the end of the calendar year, which will result in postponing any property tax income tax deduction to the next calendar year.

Sincerely,

Signature Date
Lisa M. Cowley

[Sign Originals Only]

501 Evergreen St., Whitehouse, TX 75791
Indemnity Letter & Agreement

CSL 9012

Property Address

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Document Correction Agreement

LO Company NMLS ID 435169

LO NMLS ID 458992

Loan # 30038160

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, Borrower(s) agrees as follows: That, should a document be lost or misplaced, misstated or inaccurately reflect the true and correct terms and conditions of the Loan, upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate documents(s). Borrower's completed and accepted final application and any disclosure statements provided by Lender shall be evidence of Borrower's and Lender's intent regarding the agreed terms and conditions of the loan. If a replacement note is executed, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original executed note. The documents Lender requests Borrower(s) to execute, acknowledge, initial and deliver pursuant to this Paragraph shall hereinafter be referred to as "Replacement Documents." Borrower(s) agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) of a written request from Lender for such replacement. Borrower(s) also agrees that upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's reasonable request to supply additional documentation and/or to pay Lender any additional sums previously disclosed to Borrower(s) as a cost or fee associated with the Loan which for whatever reason was not collected at closing. The documents or fees Lender requests Borrower(s) to provide pursuant to this Paragraph shall hereinafter be referred to as "Additional Documents or Fees."

REQUEST BY LENDER: Any request by the Lender, (including persons acting on behalf of the Lender) or Settlement Agent for any Additional Documents or Fees shall be *prima facie* evidence of the necessity for same. A written statement from Lender, (including persons acting on behalf of the Lender) or Settlement Agent, addressed to Borrower(s) at the address indicated in the documentation shall be considered conclusive evidence of the necessity for said Additional Documents or Fees or corrections thereof.

FAILURE TO DELIVER REPLACEMENT OF ADDITIONAL DOCUMENTS OR FEES MAY CONSTITUTE DEFAULT: Borrower(s)'s failure or refusal to comply with the terms of the Lender's request may, at Lender's election, constitute a default under the note and/or mortgage/deed of trust and give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

BORROWER LIABILITY: If Borrower(s) fails or refuses to execute, acknowledge, initial and deliver the Replacement Documents or provide the Additional Documents or Fees to Lender more than ten (10) days after being requested to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agree(s) to be liable for any and all loss or damage which Lender sustains thereby including but not limited to all attorney's fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender’s successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).

Signature

Date

Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Errors and Omissions Letter

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

May 18, 2015

Loan Amount: \$85,200.00

The signatures of each of the Borrowers in the spaces below are consent of the undersigned to the following agreement concerning the Loan.

If any one or more of the documents evidencing, governing, securing or otherwise pertaining to the Loan (the "Loan Documents") does not accurately reflect the terms of the Loan (either at the time or the origination thereof or at any time during the term thereof) due to (i) a mistake (including, without limitation, a miscalculation or other clerical error) by the Lender or its agents, employees, representatives successors or assigns and any one or more of the Borrowers' then, and in such event, each of the undersigned hereby agrees, within the period of time following a request therefore by the Lender a determined by the Lender pursuant to its reasonable discretion and so specified to sign or initial any one or more of the existing Loan Documents whether one or more new documents or take any other action whatsoever requested by the Lender to accurately reflect the terms of the Loan. Each of the undersigned hereby agrees and acknowledges that its failure or refusal to sign or initial any such documents or to take such other action requested by the Lender within such period of time following the request therefore by the Lender shall cause the Borrowers to be "in default" under the Loan Documents.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Lisa M. Cowley.

Notary Public
Printed Name: _____
My commission expires: _____

Errors and Omissions Letter

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Attorney Representation Notice

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

This Attorney Representation Notice ("Notice") is entered into between PeirsonPatterson, LLP ("We", "our" or "us") and Lisa M. Cowley ("you" or "your" whether one or more), herein referred to as "Borrower".

LOAN DOCUMENTATION. PeirsonPatterson, LLP (We", "us" or "our") has prepared the legal instruments involved in this loan using information supplied by the Lender and other third parties. We have acted only on behalf of the Lender. We and the Lender have not assisted or rendered legal advice to Borrower with respect to the loan or the Property securing it or the documents executed in connection with it. If Borrower has any questions about the meaning of any document or Borrower's legal rights, Borrower should retain personal legal counsel for advice in this transaction.

DESCRIPTION OF LEGAL SERVICES PERFORMED. We may have prepared all or part of the following legal instruments affecting title to the Property: Deed (if a purchase transaction), Note, Security Instrument and Assignment of Lien (if requested).

DISCLAIMER OF REPRESENTATION OR WARRANTY. We have not conducted a title search on the Property, and make no representation or warranty about condition of the title, access to the Property or any other matters that might be revealed from Borrower's examination of a survey, title information, or the Property itself. **Borrower is cautioned to make sure the Deed delivered to Borrower conveys what Borrower has contracted to purchase.**

DATA SUPPLIED BY LENDER. The disclosure calculations and fee data have been supplied by the Lender. We make no representations regarding the value of the Property, conformance with any limitations on fees, waiting periods or any other matters outside our control.

RESPONSIBILITY FOR PAYMENT OF FEES. As part of Borrower's obligation to pay the expenses of the Lender in connection with the preparation of the legal documentation, Borrower agrees to pay directly to us at loan closing, the amount indicated on the Attorney Invoice, unless Lender has noted otherwise in their closing instructions.

BASIS FOR FEE. The document preparation fee charged by us is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for our services, taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform the services. Other considerations include our expertise in the complexities of the real estate practice, the necessary overhead associated with the rendering of the services and our assumption of risk in the rendering of the services. There has been no charge made for any disclosures or information required by the Real Estate Settlement and Procedures Act, the Truth-in-Lending Act or the Homeowners' Protection Act.

NOTICE TO BORROWER REGARDING DEED PREPARATION. We represent Lender and only Lender in this transaction. If we have prepared a draft deed, it has been at the request of Lender. Borrower is advised to consult its legal counsel with any questions before signing the draft deed. We have provided the draft deed as a

Attorney Representation Notice

convenience. IF THE DRAFT DEED WE PREPARED IS USED, BORROWER (OR ITS ATTORNEY) SHOULD REVIEW AND AMEND IT, IF NECESSARY, TO MAKE CERTAIN THAT IT IS CONSISTENT WITH THE SALES CONTRACT AND CORRECTLY REFLECTS THE CONDITION OF TITLE FOR THE PROPERTY AND THE OBLIGATIONS OF THE PARTIES TRANSFERRING RIGHTS TO REAL PROPERTY, AND IF APPLICABLE RESERVING CERTAIN RIGHTS, FOR EXAMPLE MINERAL INTEREST, IS AN INHERENTLY COMPLEX MATTER AND CONTEMPLATES THE INVOLVEMENT OF ATTORNEYS. IF APPLICABLE, THE DEED SHOULD BE AMENDED TO REFLECT ANY MINERAL OR OTHER RESERVATION. BE CERTAIN THAT THE DEED EXPRESSES THE INTENT OF SELLER AND BORROWER. Another deed, or amendments to the draft deed, must be reviewed and approved by us prior to its execution.

Borrower hereby acknowledges receiving and reading a copy of this Notice and affirms the accuracy of the statements contained herein.

BORROWER(S):

Signature

Date

Lisa M. Cowley

[Sign Originals Only]

Attorney Representation Notice

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Name Affidavit

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

In reference to the above-described loan transaction, I the undersigned, and being named party in the loan documents for said transaction, on oath do swear that I am one and the same person as:

Signature Date
Lisa M. Cowley *[Sign Originals Only]*

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20 ____ by **Lisa M. Cowley.**

Notary Public
Printed Name of Notary: _____
My Commission Expires: _____

SERVICING DISCLOSURE STATEMENT

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Date: 05/18/2015
Lender: United Credit Union
4901 Old Jacksonville Hwy
Tyler, TX 75703
Property: 501 Evergreen St., Whitehouse, TX 75791

Applicant(s): Lisa M. Cowley

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

SERVICING TRANSFER INFORMATION

The following is the best estimate of what will happen to the servicing of your mortgage loan:

- A. ☒ We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
- OR
- B. ☐ We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- OR
- C. ☐ The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of this Servicing Disclosure Statement and further acknowledge that I understand its provisions. Words used in this Servicing Disclosure Statement mean and include the plural and vice versa.

Signature
Lisa M. Cowley

Date

[Sign Originals Only]

Lender: **United Credit Union**
Borrower: **Lisa M. Cowley**
Property: **501 Evergreen St., Whitehouse, Texas 75791**

Notice of Servicing Transfer

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

The servicing of your mortgage loan is being transferred, effective **July 1, 2015**. This means that after this date, a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

United Credit Union is now collecting your payments. **United Credit Union** will stop accepting payments received from you after **July 1, 2015**.

Colonial National Mortgage, a division of Colonial Savings, F.A. will collect your payments going forward. Your new servicer will start accepting payments received from you on **July 1, 2015**.

Send all payments due on or after July 1, 2015 to Colonial National Mortgage, a division of Colonial Savings, F.A. at this address: 2626 West Freeway, Fort Worth, TX 76102.

If you have any questions for either your present servicer, **United Credit Union** or your new servicer **Colonial National Mortgage, a division of Colonial Savings, F.A.** about your mortgage loan or this transfer, please contact them using the information below:

Current Servicer:
United Credit Union
Anthony Corazzo
(903) 595-3604
4901 Old Jacksonville Hwy, Tyler, TX
75703

New Servicer:
Colonial National Mortgage, a division of
Colonial Savings, F.A.
Customer Service
(817) 390-2200
2626 West Freeway, Fort Worth, TX 76102
Monday - Friday (excluding Federal
holidays)
9:00 a.m. - 5:00 p.m.

Important Notice about Insurance: If you have mortgage life or disability insurance, or any other type of optional insurance, the transfer of servicing rights may affect the terms or continued availability of your insurance. In order to maintain coverage, please contact your insurance carrier promptly and provide the updated servicers contact information above. You may additionally be required to provide the updated mortgagee clause, and any other information requested by the carrier.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

United Credit Union

Notice of Servicing Transfer

By signing below I acknowledge receipt of this disclosure.

Lisa M. Cowley	

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

**Texas Home Equity
Acknowledgment Regarding
Voluntary Repayment of Existing Debt**

**LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160**

I declare that the proceeds from this home equity loan will be used in whole or in part for the consolidation of existing debts. Lender is not requiring me to apply the proceeds of my home equity loan to any existing debt except debt secured by my homestead or debt to another lender. I acknowledge that I have the right to receive the home equity loan proceeds and not pay off or reduce existing debts to Lender that are not secured by my homestead. I further acknowledge and understand that the election of what existing obligations will be paid with the proceeds of this home equity loan, other than debts to the lender that are secured by my homestead or debts to another lender, is my determination alone and not that of the lender.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

**BORROWER ACKNOWLEDGEMENT OF RECEIPT OF
FEDERAL DISCLOSURES
FOR MORTGAGE TRANSACTIONS SUBJECT TO RESPA**

LO Company NMLS ID 435169
LO NMLS ID 458992

Words used in this Acknowledgment are defined below. Words in the singular mean and include the plural and vice versa.

“Borrower” is **Lisa M. Cowley**.

“Lender” is **United Credit Union**, and its successors and assigns.

“Property” means the property commonly known as **501 Evergreen St., Whitehouse, Texas 75791**.

Borrower acknowledges receiving the following notices and disclosures at the times indicated:

REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA) NOTICES

If this is a purchase transaction, consumer booklet entitled Buying Your Home - Settlement Costs and Helpful Information (either at the time of application or by mail postmarked within three (3) business days of Lender’s receipt of the application).

Good Faith Estimate of closing costs (either at the time of application, electronically consistent with the E-Sign Act or by mail postmarked within three (3) business days of Lender’s receipt of the application).

Servicing Disclosure Statement (either at the time of application if there was a face-to-face interview, electronically consistent with the E-Sign Act or by mail postmarked within three (3) business days of Lender’s receipt of the application).

Uniform Settlement Statement HUD-1 or HUD-1A (at or before settlement) in which all charges paid or to be paid by Borrower in connection with the settlement were set forth. The statement was provided for Borrower’s review at least one (1) business day prior to the settlement date, if requested by Borrower.

TRUTH IN LENDING ACT (TILA) NOTICES

Initial Truth in Lending Disclosure Statement (either at the time of application, electronically consistent with the E-Sign Act or by mail postmarked within three (3) business days of Lender’s receipt of the application and before any charges were imposed upon me/us with the exception of a credit report fee).

Final Truth in Lending Statement at least 3 days prior to consummation of the loan if last Truth in Lending was not in tolerance.

If this loan is a refinance transaction and subject to Section 226.32 of Regulation Z, Final Disclosure Required by the Federal Truth in Lending Act and the Federal Reserve Regulation Z for Section 226.32 Mortgages (at least three (3) business days [including Saturdays] prior to consummation of the loan).

If this is a rescindable transaction, two (2) Notices of Right to Cancel (at consummation of the loan). If the loan is to be secured by Borrower’s primary residence and Borrower applied for an adjustable rate feature, Adjustable Rate Mortgage Program Disclosure and consumer booklet entitled Consumer Handbook on Adjustable Rate Mortgages (either at the time of application or before a non-refundable fee was paid, whichever was earlier, or by mail postmarked within three (3) business days of Lender’s receipt of the application from an intermediary agent or broker).

Borrower Acknowledgement of Receipt of Federal Disclosures (Multistate)

If this transaction was changed to a variable rate program during the processing period, Adjustable Rate Mortgage Program Disclosure and consumer booklet entitled Consumer Handbook on Adjustable Rate Mortgages (before consummation of the loan).

NATIONAL FLOOD INSURANCE ACT (NFIA) NOTICE

If the Property is or will be located in an area designated by the Federal Emergency Management Agency as an area having special flood hazards, Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance (at a reasonable time prior to closing).

HOMEOWNERS PROTECTION ACT OF 1998 (HPA) NOTICES

If this transaction has private mortgage insurance to be paid by Lender, Lender Paid Private Mortgage Insurance Notice (at or before the time of loan commitment).
If this transaction has private mortgage insurance to be paid by Borrower, Private Mortgage Insurance Disclosure (at consummation of the loan).

RIGHT TO RECEIVE COPY OF APPRAISAL

Lender provided me/us with a copy of the appraisal report of the Property upon the earlier of: (1) completion of the appraisal; or (2) at least three business days prior to closing, unless I/we waived the three business day advance requirement and agreed to receive it at closing.

GRAMM-LEACH-BLILEY ACT (FINANCIAL PRIVACY) Notice

Lender provided me/us with a copy of Lender’s Financial Privacy Notice detailing Lender’s policy on the matter.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

Borrower Acknowledgement of Receipt of Federal Disclosures (Multistate)

Lender: **United Credit Union**
Borrower: **Lisa M. Cowley**
Property: **501 Evergreen St., Whitehouse, Texas 75791**

Certification and Authorization To Release Information

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Words used in this Certification and Authorization are defined below. Words in the singular mean and include the plural and vice versa.

“Borrower” is **Lisa M. Cowley**.

“Lender” is **United Credit Union**, and its successors, assigns or agents.

Borrower certifies the follows:

1. Borrower has applied for a mortgage loan from Lender. In applying for the loan, Borrower completed a loan application containing information on the purpose of the loan, the amount and source of the down payment, employment and income verification, and assets and liabilities. Borrower certifies that all of the information is true and complete. Borrower made no misrepresentations in the loan application or other documents, nor did Borrower omit any pertinent information.
2. Borrower understands and agrees that in the event the loan is processed under a reduced documentation program, Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with Borrower’s employer and/or a financial institution.
3. Borrower fully understands that it is a federal crime punishable by fine, or imprisonment, or both to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

To Whom It May Concern:

1. Borrower has applied for a mortgage loan from Lender. As part of the application process, Lender may verify information contained in Borrower’s loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. Borrower authorizes you to provide to Lender any and all information and documentation that it requests. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. Lender may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Certification and Authorization to Release Information

5. Your prompt reply to Lender it successors, assigns or agents is appreciated.

NOTICE TO BORROWERS: This notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right to access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

Signature	Date
Lisa M. Cowley	

[Sign Originals Only]

Certification and Authorization to Release Information

Lender: United Credit Union
Lender Address: 4901 Old Jacksonville Hwy, Tyler, TX 75703
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Fair Credit Reporting Act Notice
(Prior to Furnishing Negative Information to
Nationwide Consumer Reporting Agency)

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Pursuant to the Fair Credit Reporting Act and Regulation V, we are required to provide you with the following information:

We may report information about your loan and/or account to credit bureaus. Late payments, missed payments, or other defaults on your loan and/or account may be reflected in your credit report.

ACKNOWLEDGMENT

I/We have read the above statement and acknowledge receiving a copy by signing and dating below.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

**Collateral Protection Insurance Notice
(Texas)**

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Pursuant to Texas law (Tex. Finance Code § 307.052), Lender is required to give the following notice at the time the credit agreement is executed.

You have entered into a credit agreement that requires you to maintain Collateral Protection Insurance for the above property. As part of this agreement, you are required to:

1. Keep the collateral insured against damage in the amount the Lender specifies;
2. Purchase the insurance from an insurer that is authorized to do business in this state or an eligible surplus lines insurer;
3. Name Lender as the party to be paid under the policy in the event of a loss; and
4. If required by Lender, deliver to Lender a copy of the policy and proof of the payment of premiums.

If you fail to meet any requirement listed above, Lender may obtain Collateral Protection Insurance on your behalf and at your expense.

ACKNOWLEDGMENT

I/We hereby acknowledge receipt of this Collateral Protection Insurance Notice and further acknowledge that I/we understand its provisions.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Flood Insurance Coverage Subject to Possible Change

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

If your property is or becomes zoned for required flood insurance such insurance will be required. We may assign, sell or transfer the servicing of your mortgage loan. Your new lender/servicer may require more flood insurance coverage than the minimum amount that has been identified in your Notice of Special Flood Hazards (NSFH). The new lender/servicer may require coverage in an amount greater than the minimum, and has the right to require flood coverage at least equal to 100% of the insurable value (also known as replacement cost value) of the building(s) used as collateral to secure the loan or the maximum available under the National Flood Insurance Program (NFIP) for the particular type of building. You should review your exposure to flood damage with your insurance provider, as you may wish to increase your coverage above the minimum amount required at the time of closing your loan versus what subsequently the new lender/servicer may require.

Acknowledged by Borrower(s) this **Eighteenth** day of **May, 2015**.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

Please complete Social Security Number(s) in
LINES 1b, 2b (if applicable) and Previous Address in
Line 4 (if applicable and not present) for all 4506-T to
follow.

Thank you

Request for Transcript of Tax Return

- Request may be rejected if the form is incomplete or illegible.
- For more information about Form 4506-T, visit www.irs.gov/form4506t.

OMB No. 1545-1872

TIP: Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get Transcript of Your Tax Records" under "Tools" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. Lisa M. Cowley	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions) Lisa M. Cowley - 501 Evergreen St., Whitehouse, TX 75791	
4 Previous address shown on the last return filed if different from line 3 (See instructions)	

5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.
United Credit Union, Its Successors and/or Assigns, 4901 Old Jacksonville Hwy, Tyler, TX 75703 (903) 595-3604

Caution: If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. •

a Return Transcript , which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days.....	<input type="checkbox"/>
b Account Transcript , which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days.....	<input type="checkbox"/>
c Record of Account , which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days.....	<input type="checkbox"/>
7 Verification of Nonfiling , which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15 th . There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days.....	<input type="checkbox"/>
8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days.....	<input type="checkbox"/>

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Caution. Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Sign Here		Phone number of taxpayer on line 1a or 2a
	Signature (see instructions)	Date
	Title (if line 1a above is a corporation, partnership, estate, or trust)	
	Spouse's signature	Date

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

CAUTION: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending with the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request: You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get Transcript of Your Tax Records" under "Tools" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301 512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888 559-456-7227
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999 817-292-6102

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 801-620-6922
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800F Cincinnati, OH 45250 859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party-Business.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer only if the taxpayer has specifically delegated this authority by the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

Settlement Agent:

Please complete Social Security Number(s) on each W-9 attached.

Thank you.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Lisa M. Cowley	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 501 Evergreen St.	Requester's name and address (optional)
City, state, and ZIP code Whitehouse, TX 75791	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

- The following codes identify payees that are exempt from backup withholding:
- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
 - 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
 - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5—A corporation
 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a)
 - 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

**Texas Home Equity Loan
Subsequent Refinance Limitations Notice**

**LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160**

Article 16, Section 50 of the Texas Constitution provides various limitations to a borrower that wants to later refinance a Texas home equity loan. Among (including, but not limited to) those limitations are the following:

“One Year Between Home Equity Loans”. Section 50(a)(6)(M) provides that a Texas home equity loan can not be closed before...the first anniversary of the closing date of any other Texas home equity loan secured by the same homestead property.

“Once a Home Equity, Always a Home Equity”. Section 50(f) provides that a refinance of debt secured by the homestead, any portion of which is a Texas home equity loan may not be secured by a valid lien against the homestead unless the refinance of the debt is a Texas home equity loan.

Signature

Lisa M. Cowley

Date

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Owner's Affidavit of Compliance
(Regarding Compliance with Provisions of Section 50(a)(6),
Article XVI, Texas Constitution)

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned persons(s), who, first being duly sworn according to law, upon oath depose and say:

We, the undersigned person or persons, are all the owners, or spouses of owners, of the above described Property, who occupy the property as our principal residence and homestead (the "Homestead Property"). We, or one or more of us, have made application with the Lender for an extension of credit commonly known as an "equity loan," as authorized by Section 50(a)(6), Article XVI, Texas Constitution, which equity loan will be secured by a lien on the Homestead Property (the "Loan"). We are all the Borrower(s) named in the certain promissory note (the "Note") and the certain mortgage, deed of trust, or other written agreement (the "Security Instrument") that evidence and secure the Loan, or spouses of Borrower(s) named in the security instrument only, both of which instruments are date the same day as this affidavit and are being executed by us contemporaneously with this affidavit and delivered to Lender in connection with the closing of the Loan this date. We are all of lawful age and are making each and every of the representations and statements set forth in this affidavit for the purpose of inducing the Lender to make the Loan and any assignee of the Lender to purchase the Loan:

Voluntary Lien	1. The Loan is an extension that is secured by a voluntary lien on the Homestead Property created under a written agreement with the consent of each owner and, if applicable, each owner's spouse;
No Agricultural Use	2. The Homestead Property is not designated for agricultural use as provided by statutes governing property tax, or, if designated for agricultural use, the Homestead Property is used primarily for the production of milk;
80% Loan to Value	3. The Loan is of a principal amount that when added to the aggregate total of the outstanding balance of all other indebtedness secured by a valid encumbrance of record against the Homestead Property does not exceed 80 percent of the fair market value of the Homestead Property on this date; and, each of us has this day signed a separate written Acknowledgment as to the Fair Market Value of the Homestead Property that we believe to represent the true and correct value of the Homestead Property as of the date the Loan is made;

Constitutional Notice Received	4. The Lender has provided each of us with a written notice on a separate instrument entitled "Notice Concerning Extensions of Credit Defined by Section 50(a)(6), Article XVI, Texas Constitution" as set forth in the constitution, the receipt of which notice we have each acknowledged by signing and dating a copy thereof; The written notice provided us was in the English language, but, if our discussions with the Lender were conducted primarily in a language other than English, the Lender has additionally provided us a copy of the notice before closing of the Loan that is translated into the written language in which our discussions were conducted.
No Prohibited Terms or Provisions	5. The Note, Security Instrument, and related closing documents represent the entire agreement between Lender and Borrower with respect to the Loan and there exists no oral or unwritten agreements between us. No agreement of any kind (whether written or unwritten, expressed or implied) exists between Lender and Borrower by or under which terms or provisions prohibited by the constitution or laws of the State of Texas are imposed in connection with the Loan (including expressly no agreement of any kind that the Loan is, or will be, secured by any additional real or personal property other than the Homestead Property or that the Loan proceeds are, or will be, required to be applied to pay another debt except a debt secured by the Homestead Property or a debt to another lender).
No Other Equity Loans	6. The Loan is, or will be when closed this date, the only debt secured by the Homestead Property at the time the extension of credit is made, other than any debts secured on the Homestead Property that were made for another purpose authorize by the Texas Constitution. The Loan is, or will be when closed this date, therefore, the only equity loan secured by the Homestead Property of the type defined by Section 50(a)(6), Article XVI, Texas Constitution and the Loan is being closed on, or after, the first anniversary of the closing date of any other equity loan of that type secured by the same Homestead Property.
Office Closing	7. The Loan is being closed this date at the offices of the Lender, or, if not the offices of the Lender, at the offices of an attorney at law or title insurance company authorized by the Lender and not before:
Compliance With Timing Requirements	<p>a. the 12th day after the later of the date that we submitted an application to the Lender for the extension of credit or the date that the Lender provided us a copy of the written notice concerning equity loans described in paragraph 4, of this affidavit; and,</p> <p>b. the first anniversary of the closing date of any other equity loan secured by the Homestead Property as described in paragraph 6 of this affidavit;</p>
No Blanks	8. We have examined the Note, Security Instrument, and all other documents signed by us in connection with the Loan and verify that we did not sign any instrument in which blanks are left to be filled in, and that we each have been provided a copy of all documents signed by us related to the Loan and the Loan closing, including this affidavit;
Copies Received	
Other Debts to Lender	9. We have not been asked or required by the Lender to apply the proceeds of the Loan to repay any other debt we may owe to the Lender except, if applicable, proceeds used to refinance an existing debt to the Lender that is secured by the Homestead Property. Should we elect after closing of the Loan to apply any part of the proceeds of the Loan to repay another debt to the Lender in whole or in part, we acknowledge that such payment will have been made voluntarily and not as a requirement of the Lender or as a condition of the Loan;

Other owners or undisclosed liens	10. Other than us, there are no other persons and no entities that hold legal title to the Homestead Property. Except as we disclosed in our loan application to the Lender, there are no other encumbrances of record securing debt to anyone or any entity against the Homestead Property, including any second mortgages, home improvement liens or federal tax liens;
Constitutional Right To Rescind	11. We acknowledge and understand that under the Texas Constitution any owner of the Homestead Property, and any spouse of any owner, may, within three (3) days after the execution of credit is made, rescind the loan without penalty or charge;
Inducement to Lender	12. We acknowledge and understand that the representations and statements of fact contained in this affidavit are made under oath for the purpose of inducing the Lender to make an extension of credit of the type defined by Section 50(a)(6), Article XVI, Texas Constitution, that will be secured by a lien on our Homestead Property and that Lender is relaying on the truth and accuracy of all such representations and statements of fact in its determination to make the extension of credit and to disburse Loan proceeds to us or to others for our account. We further acknowledge and understand that the knowing misrepresentation of a material fact, whether by assertion or omission, that is contained or set forth in our loan application, the Acknowledgment of Fair Market Value, this Affidavit of Compliance, or the Note, Security Instrument, or related documents signed by us in connection with the processing and closing of the Loan, and upon which the Lender has relied in its determination to make this extension of credit, may constitute actual fraud that would subject any owner, or the spouse of any owner, to recourse for personal liability to Lender to keep all the promises contained in the Note and Security Instrument, including the promise to personally pay the full amount due, in accordance with the provisions of Section 50(a)(6)(C), Article XVI, Texas Constitution.
Actual Fraud	

CAUTION: THIS IS A SWORN STATEMENT. DO NOT SIGN THIS AFFIDAVIT UNLESS YOU HAVE READ IT AND, ON OATH, YOU BELIEVE IT TO BE TRUE AND ACCURATE. SIGN THIS AFFIDAVIT ONLY AFTER YOU HAVE SIGNED THE NOTE, SECURITY INSTRUMENT AND ALL OTHER LOAN DOCUMENTS.

Signature	Date	
Lisa M. Cowley		[Sign Originals Only]

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20____ by **Lisa M. Cowley.**

Notary Public
Printed Name of Notary: _____
My Commission Expires: _____

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Quality Control Release

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

We, the undersigned applicants, understand that our mortgage application may be selected by the Lender and/or its Assigns or Agent for a Quality Control Review. This review is designed to produce and maintain quality service for our borrowers and to comply with agency and Investor guidelines. The quality control review will involve verification of all of the credit information (including employment history, income, bank accounts, and credit references) as well as the property valuation.

We agree to cooperate with the Lender and/or its assigns or its agents to the extent necessary to accomplish this review. It is understood that the information may be verified with third parties such as our employees, depository institutions or a credit reporting agency.

We therefore have signed below authorizing the release of employment and/or financial information to assist in the Quality Control review process.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

Quality Control Release

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Texas Home Equity Receipt of Copies

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

I/We each acknowledge that Lender (or a settlement agent on behalf of Lender), at the time the above referenced loan was made, provided each owner of the Property a copy of all documents signed by the owner related to the loan including, but not limited to, the following:

- 1) Notice Concerning Extensions of Credit - at application
- 2) Acknowledgment Regarding Fair Market Value
- 3) Texas Affidavit and Agreement
- 4) Texas Home Equity Note
- 5) Texas Home Equity Security Instrument (and any attached Riders)
- 6) Notice of Right to Rescind
- 7) All other documents required by Lender.
- 8) All documents required by any settlement agent, HUD-1 or HUD-1A Settlement Disclosure, Affidavit of Debts and Liens (Copy of signed documents containing no blanks.
- 9) All documents required by any others.
- 10) Final loan application.

Signature

Date

Lisa M. Cowley

[Sign Originals Only]

Texas Home Equity Receipt of Copies

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, TX 75791

Mineral Rights Acknowledgment

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Words used in this Acknowledgment are defined below. Words in the singular mean and include the plural and vice versa.

“Borrower” is Lisa M. Cowley
“Lender” is United Credit Union , and its successors or assigns.
“Loan” means the debt evidenced by the Note and all sums due under the Security Instrument.
“Note” means the promissory note(s) dated May 18, 2015, signed by Borrower in favor of Lender.
“Property” means the property commonly known as 501 Evergreen St., Whitehouse, Texas 75791.

“Security Instrument” means the deed of trust/mortgage/security deed/security instrument signed by Borrower in favor of Lender, securing payment of the Note.

Borrower understands that the Property may be subject to mineral development rights held by others and the exercise of those rights could result in a taking of or damage to some or all of the Property. Borrower further understands that the party desiring to exercise its mineral development rights may be liable to Borrower and Lender for reimbursement for exercising such mineral development rights.

The Reimbursement may be considered “Miscellaneous Proceeds” under the Security Instrument.

Borrower hereby acknowledges that Borrower has read this Acknowledgment and fully understands its terms and implications and Borrower is executing it the same day as the Note and Security Instrument, as a material inducement to Lender to make this Loan.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Disclosure of Right to Receive a Copy of an Appraisal

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Applicant(s) name(s) / Address(es) ("You", "Your") Lisa M. Cowley 501 Evergreen St. Whitehouse, TX 75791	Lenders name / Address ("We", "Us") United Credit Union 4901 Old Jacksonville Hwy Tyler, Texas 75703
---	---

DATE: May 18, 2015

Under the Equal Credit Opportunity Act (ECOA) you have the right to receive a copy of the appraisal report used in connection with your application for credit. We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791
Date: May 18, 2015

Appraisal Receipt

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

The Equal Credit Opportunity Act (15 USC 1691(e)) and the Fannie Mae and Freddie Mac (FNMA/FHLMC) Appraiser Independence Requirements require that:

The lender shall ensure that the borrower is provided a copy of any appraisal report and other written valuation developed in connection with an application for credit that is to be secured by a first lien on a dwelling. The lender shall provide a copy of each such appraisal or other written valuation, at no additional cost to the borrower, promptly upon completion, or no less than three business days prior to the closing of the loan, whichever is earlier. The borrower may waive this three business day requirement. The lender may require the borrower to reimburse the lender for the cost of the appraisal or other valuation performed, unless otherwise provided by law.

- ☒ By signing this document, Borrower acknowledges receipt of the completed appraisal report at least three business days prior to closing of the loan.
- ☐ By signing this document, Borrower acknowledges and agrees that at least three days prior to closing of the loan, Borrower waived the requirement that the completed appraisal report be delivered to Borrower at least three business days prior to the closing of the loan, and consented to delivery of the completed appraisal report at or before closing.

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of this Appraisal Report Disclosure and further acknowledge that I understand its provisions. Words used in this document mean and include the plural and vice versa.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

Appraisal Receipt

Residential Real Property Affidavit

LO Company NMLS ID 435169
LO NMLS ID 458992

Date: May 18, 2015

Name of Affiant(s): Lisa M. Cowley

Description
of Property: 501 Evergreen St.
Whitehouse, Texas 75791

County: Smith, TX

Name of
Title Company: First Western Title - CU Division 101

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or, state other basis for knowledge by Affiant of the Property, such as lease, management, neighbor, etc. Example: Affiant is the manager of the Property for the record title owners.)
2. We are familiar with the Property and the improvements located on the Property.
3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(cies) to be issued in this transaction. We understand that the Company may make exceptions to the coverage of the title insurance as Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of our actual knowledge and belief, there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which encroach on the Property
 - d. Conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.
5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property attached to this Affidavit. This affidavit is not made for the benefit of any other parties and this affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company of the Title Insurance Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company

Signature Date
Lisa M. Cowley

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20____ by **Lisa M. Cowley.**

Notary Public
Printed Name of Notary: _____
My Commission Expires: _____

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Borrower's Closing Affidavit

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Before me, the undersigned authority duly authorized to take acknowledgements and administer oaths, personally appeared the above referenced Borrower(s) who, upon being duly sworn depose and says as follows:
Words used in this Affidavit are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is Lisa M. Cowley

"Lender" is United Credit Union , and its successors or assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Security Instrument.

"Note" means the promissory note(s) dated May 18, 2015, signed by Borrower in favor of Lender.

"Property" means the property commonly known as 501 Evergreen St., Whitehouse, Texas 75791.

"Security Instrument" means the Deed of Trust/Mortgage/Security Deed/Security Instrument signed by Borrower in favor of Lender, securing payment of the Note.

"Settlement Agent" is First Western Title - CU Division 101.

BEFORE ME, the undersigned authority, on this day, personally appeared Borrower, known to me to be the person whose name is subscribed below and after being duly sworn by me did each on his or her oath state the following:

1. **OCCUPANCY STATUS.** [Check applicable box.]

- ☒ **Primary Residence.** The Property is/will be Borrower's primary residence. This means at least one (1) Borrower who executes the Note and Security Instrument will take title to and occupy the Property. The Property is now occupied as Borrower's primary residence or will be occupied as Borrower's primary residence no later than sixty (60) days after this date or the date the Property shall first become ready for occupancy as a habitable dwelling. That Borrower shall continue to occupy the Property as that Borrower's primary residence for at least one (1) year after the execution of the Loan documentation unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond that Borrower's control. Furthermore, all bills for utilities, water, and/or sewerage are in that Borrower's name.

If applicable,

Borrower(s) will not occupy the Property, nor allow any others to occupy the Property, until construction is complete and municipal approvals have been issued, if required, and Lender gives written consent following final inspection. Borrower(s) will not store any item in or on the Property, or allow others, that is not related to the construction of improvements on the Property.

Borrower(s) hereby certify that upon completion the Property will be Borrower's principal residence. This means at least one of the Borrowers who executes the Note and Security Instrument has title to and upon completion, shall occupy the Property. Borrower shall continue to occupy the Property as Borrower's principal residence for at least one year after completion of

the improvements unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's control.

BORROWER(S) ACKNOWLEDGE THAT THIS OCCUPANCY AFFIDAVIT IS GIVEN AS A MATERIAL INDUCEMENT TO CAUSE LENDER TO MAKE A LOAN TO BORROWER(S) AND THAT ANY FALSE STATEMENTS, MISREPRESENTATIONS OR MATERIAL OMISSIONS SHALL CONSTITUTE A BREACH OF THE BORROWER(S) OBLIGATION TO LENDER AND THAT ALL THE PROVISIONS OF THE MORTGAGE/DEED OF TRUST INDENTURE CONCERNING DEFAULT IN THE NOTE WILL THEREUPON BE IN FULL FORCE AND EFFECT.

- ☐ **Secondary Residence.** The Property is/will be Borrower's secondary residence. A secondary residence is a single-family property that is currently or will be occupied by at least one (1) Borrower in addition to that Borrower's primary residence. **The property will not be income-producing.**
- ☐ **Investment Property.** The Property is/will be investment property. The Property will not be occupied or claimed as a primary or secondary residence by any Borrower, and may produce revenue. Each Borrower now owns, resides, uses, and claims another property or properties as a primary residential or homestead.
2. **FINANCIAL STATUS.** Borrower understands that Lender is granting the Loan based on the representations made in the Loan application given by Borrower to Lender. Borrower hereby certifies that all statements related to the Loan application, including but not limited to, financial, marital, and employment status, have not changed, and to the best of Borrower's knowledge, will not change in the foreseeable future. If the Property is being purchased by Borrower, the funds for down payment and closing costs are being paid from the source stated on the Loan application. There is no secondary financing in this transaction that has not been disclosed to Lender. Borrower certifies that if the Loan application states that other real estate was to be sold, that such transaction has taken place and Borrower no longer has title to that real estate. If the Property is currently owned by Borrower, Borrower certifies that there are no delinquent state, county, city, school, water district, utility district, or other governmental taxes or assessments due or owing against the Property and that no tax suit has been filed by any state, county, municipality, water district, utility district, or other governmental agency for taxes or assessments levied against Borrower which have not been disclosed in writing to Lender. Borrower also certifies that there are no unpaid paving or utility assessments or delinquent owner association dues. There are no suits filed by or pending against Borrower in any federal or state court which have not been disclosed in writing to Lender.
3. **PROPERTY ACCEPTANCE.** Borrower acknowledges that the Property and all of its improvements, fixtures, appliances, and other parts are in good and satisfactory working order and in the conditions contracted for. If the Property is new construction, Borrower finds that the improvements erected on the Property have been completed substantially in accordance with the plans and specifications. If this is the purchase of an existing dwelling, Borrower has accepted the condition thereof, and all terms of the sales contract (including any required repairs and inspections) have been met. If the Property is or will be initial construction, Borrower will sign an affidavit of completion once Borrower finds the improvements are completed substantially in accordance with the plans and specifications and to Borrower's satisfaction and that the terms of the contract between Borrower and the contractor have been fully carried out. The matters acknowledged in this paragraph are to the best of Borrower's knowledge and belief, and nothing in this Affidavit is to be construed as a waiver of any claims, damages, causes of action, or rights under any warranty, expressed or implied, against any party other than Lender.

4. **SURVEY.**

If a Survey is required then, Borrower hereby certifies that Borrower has received, reviewed, and approved a copy of the survey which is incorporated herein by reference and has signed or initialed and dated same for identification purposes. Borrower is aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey. In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action, and expenses in any way arising as a result of the Property condition or any matters indicated in the survey.

If a current Survey is acceptable then, since the date of the survey provided by Borrower, which survey has been signed or initialed and dated for identification purposes, Borrower certifies and represents that no improvements or structural changes or additions to the Property have been made. Borrower is aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey. In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action, and expenses in any way arising as a result of the Property condition or any matters indicated in the survey.

If a Survey is not required then, Borrower understands that a current survey is not required by Lender for this transaction, however, if Borrower desires, Borrower may have a current survey made. Borrower represents to Lender that Borrower understands that a survey would indicate existing encroachments, protrusions, easements, limitations, access, dimensions, or other conditions.

Borrower represents to Lender that Borrower has not received from any third party any notice or claim of any limitation of the use and enjoyment of the Property not indicated by the most recently obtained survey.

5. **TITLE INSURANCE.** If Title Insurance is required by Lender, Borrower certifies that Settlement Agent has provided Borrower with a copy of the Commitment for Title Insurance and that Borrower has reviewed and consents to all of the exceptions to title which would appear in an Owner's Title Policy for the Property.

In consideration of Lender making the Loan to Borrower, Borrower hereby indemnifies and holds Lender harmless from any claims, costs, damages, causes of action and expenses in any way arising as a result of the Property condition and performance under any contract of sale between Borrower and any Seller of the property, or any matters indicated as exceptions stated in the Commitment for Title Insurance, and the Owner's and Mortgagee's Title Insurance Policies.

6. **HOLD HARMLESS.** Borrower has been made aware of the following specific conditions affecting the Property and does hereby indemnify and hold harmless Lender from any claims, costs, damages, causes of action, and expenses in any way arising from the following conditions or other matters:

Location of fence(s) and overhead power line(s) as shown on survey dated 05/11/2015, prepared by Matt Hunt, RPLS #6398.

ACKNOWLEDGMENT OF RECEIPT

Borrower acknowledges that this Borrower's Closing Affidavit is given as a material inducement to cause Lender to make the Loan to Borrower. Borrower understands that it is illegal to provide false information in an application for a mortgage loan. Mortgage fraud is punishable by up to 30 years in federal prison or a fine up to \$1,000,000 or

both under the provisions of title 18, United States Code, Sec. 1001, et seq. The agreements and covenants contained herein shall survive the closing of this Loan transaction.

Signature

Date

Lisa M. Cowley

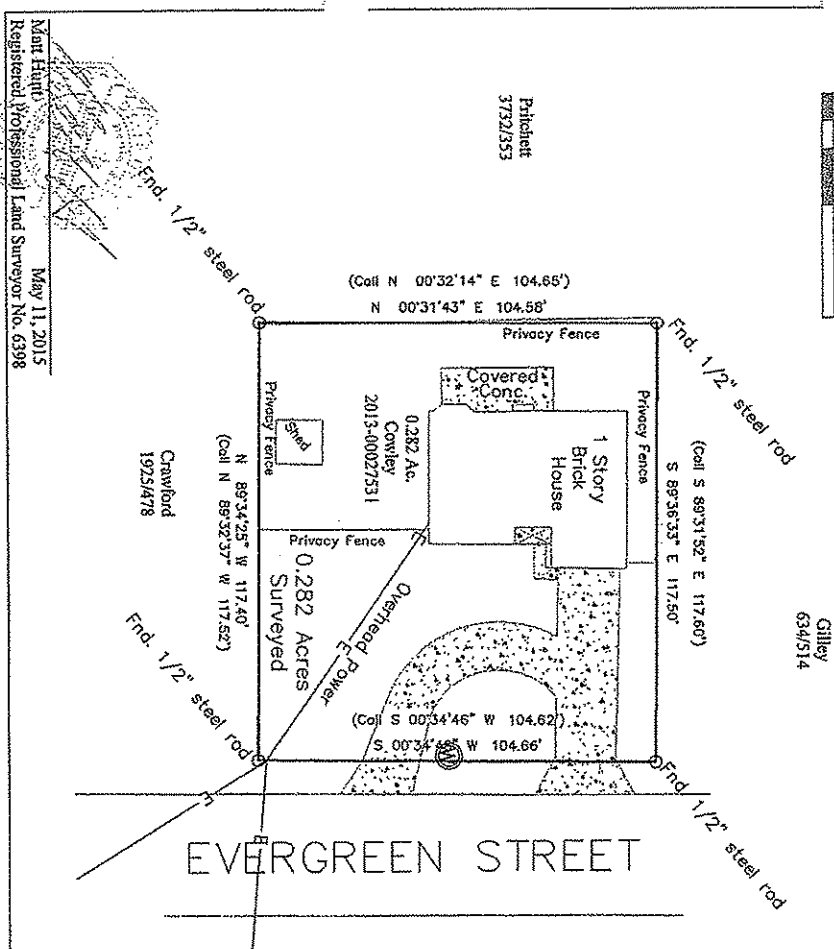
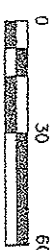
[Sign Originals Only]

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20____ by **Lisa M. Cowley.**

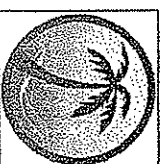
Notary Public

Printed Name of Notary: _____

My Commission Expires: _____

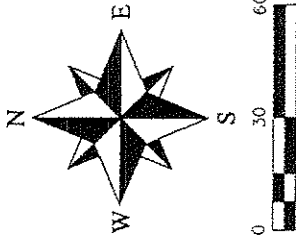
**DESCRIPTION**

BEGINNING AT A 1/2" STEEL ROD FOUND FOR THE
NORTHEAST CORNER,
THENCE SOUTH 00°34'46" WEST, 104.66 FEET TO A TO A 1/2"
STEEL ROD FOUND FOR THE SOUTHEAST CORNER,
THENCE NORTH 89°34'23" WEST, 117.40 FEET TO A TO A 1/2"
STEEL ROD FOUND FOR THE SOUTHWEST CORNER,
THENCE NORTH 00°31'42" EAST, 104.58 FEET TO A 1/2"
STEEL ROD FOUND FOR THE NORTHWEST CORNER,
THENCE SOUTH 89°36'33" EAST, 117.50 FEET TO A THE
PLACE OF BEGINNING CONTAINING WITHIN THESE CALLS 0.262
ACRES OF LAND.



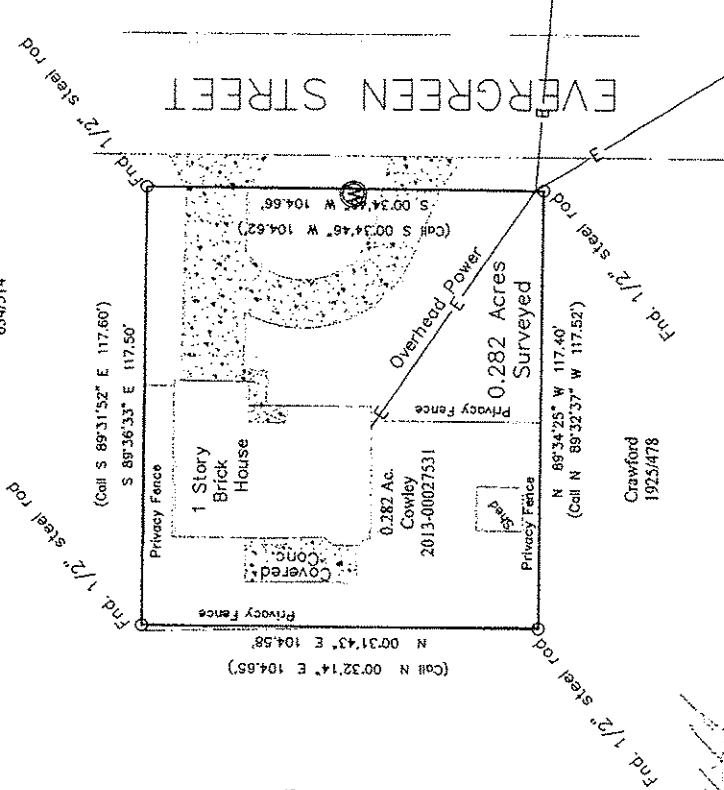
Prepared By:
Matabo Surveying, Inc
695 County Road 4504
Jacksonville, Texas 75766
Firm No. 10193882
Phone: (903) 617-9044
Fax: (903) 361-0459
matl@matabosurveying.com

Manuel Gutierrez Survey A-364
Smith County, Texas



I, Matthew Hunt do hereby state that this plat represents a survey of 0.282 Acres being all of that called 0.282 Acres described in a Special Warranty Deed on May 23, 2013 and recorded in Instrument Number 2013-00027531 of the Official Records of Smith County, Texas, made on the ground for Lisa Cowley during the month of May 2015 and that in accordance with the information and the instructions furnished me, same correctly represents the facts as they existed at the time of the survey. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY ANY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS THEREFROM. IF THIS PLAT IS NOT SIGNED IN PALE BLUE INK AND THE SEAL PRESENT IN CRUMPED FORM, IT IS NOT A LICENSED COPY AND MAY CONTAIN ALTERED OR FORGED INFORMATION. Bearings are based on recorded Deed call of South 00°34'46" West along the East line of said 0.282 acres Note: there may be buried utilities along the West Margin of Evergreen Street, surveyor did not abstract tracts for ownership or easement.

Gilley
634/514



Pritchett
3732/353

DESCRIPTION

BEGINNING AT A 1/2" STEEL ROD FOUND FOR THE
NORTHEAST CORNER;
THENCE SOUTH 00°34'46" WEST, 104.66 FEET TO A TO A 1/2"
STEEL ROD FOUND FOR THE SOUTHEAST CORNER;
THENCE NORTH 89°34'25" WEST, 117.40 FEET TO A TO A 1/2"
STEEL ROD FOUND FOR THE SOUTHWEST CORNER;
THENCE NORTH 00°31'43" EAST, 104.58 FEET TO A 1/2"
STEEL ROD FOUND FOR THE NORTHWEST CORNER;
THENCE SOUTH 89°36'33" EAST, 117.50 FEET TO A THE
PLACE OF BEGINNING CONTAINING WITHIN THESE CALLS 0.282
ACRES OF LAND.

Prepared By:
Matebo Surveying, Inc
695 County Road 4504
Jacksonville, Texas 75766
Firm No. 10193882
Phone: (903) 617-9044
Fax: (903) 361-0459
matt@matebosurveying.com



May 11, 2015
Registered Professional Land Surveyor No. 6398

ACCEPTANCE OF TITLE AND CLOSING AGREEMENTS

GF# 15-05951-101

First Western Title
5005 Colleyville Blvd., Suite 160
Colleyville, TX 76034
817-281-9123

PurchaserBorrower: **Lisa M. Cowley aka Maureen L. Cowley**

Property / Legal Description:

BEING A PORTION OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS
AND BEING FURTHER DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD FOUND FOR THE NORTHEAST CORNER;

THENCE SOUTH 00 DEGREES 34 MINUTES 46 SECONDS WEST 104.66 FEET TO A 1/2
INCH STEEL ROD FOUND FOR THE SOUTHEAST CORNER;

THENCE NORTH 89 DEGREES 34 MINUTES 25 SECONDS WEST 117.40 FEET TO A 1/2
INCH STEEL ROD FOUND FOR THE SOUTHWEST CORNER;

THENCE NORTH 00 DEGREES 31 MINUTES 43 SECONDS EAST 104.58 FEET TO A 1/2 INCH
STEEL FOUND FOR THE NORTHWEST CORNER;

THENCE SOUTH 89 DEGREES 36 MINUTES 33 SECONDS EAST 117.50 FEET TO THE
PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.282 ACRES OF LAND,
MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein.
Therefore, the Company does not represent that the acreage or square footage calculations are
correct. Any statement or references in the above legal description to the area or quantity of land
is not a representation that such area or quantity is correct, but is made only for information and/or
identification purposes and does not override Item 2 of Schedule B hereof.

SURVEY

The undersigned Purchasers acknowledge receipt of a copy of the survey of the
above property and accept the same subject to any and all encroachment(s) shown thereon
and hereby release and agree to save and hold **First Western Title**, harmless from any
and all costs, damages and expenses in any way arising from the existence of the
aforementioned encroachment(s) including, but not limited to, court costs and attorney's
fees.

COMPLIANCE AGREEMENT

The undersigned agree to comply with all provisions of the real estate contract,
Lender's closing instructions, or other documents executed in connection with the closing
of this transaction. The undersigned further agree to fully cooperate, adjust, and correct
any errors or omissions and to execute any and all documents needed or necessary to
comply with all provisions of the above mentioned real estate contract, Lender's closing
instructions or other documents executed in connection with the closing of this

transaction, including the payment of attorney's fees incurred in enforcing the terms of this compliance agreement.

PAYOFF INDEMNITY AGREEMENT

The Seller/Borrower herein acknowledge that in order to expedite the closing of this transaction, **FIRST WESTERN TITLE** has accepted verbal/written/faxed payoff information from the Seller's/Borrower's current lender. **FIRST WESTERN TITLE**, requires all payoff information to be in writing and signed by the lending institution in question. Therefore, both Seller/Borrower herein agree to indemnify and hold harmless **FIRST WESTERN TITLE** from any and all shortages in payoffs.

Seller/Borrower further agrees to cooperate with the lender and **First Western Title**, in paying off the remainder of the note should shortage occur. Seller/Borrower is/are hereby notified that payoff figures are not guaranteed by **First Western Title**, and that all payoffs are made subject to the clearing of all checks and settlement of current escrow accounts.

THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE UNDERSIGNED AND **FIRST WESTERN TITLE**, CONCERNING THE MATTERS ADDRESSED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS BETWEEN THE PARTIES. NO EXPRESS OR IMPLIED AGREEMENT, WARRANTY, REPRESENTATION OR WAIVER CONCERNING THE MATTERS ADDRESSED HEREIN MAY BE MADE BY ANY OFFICER, AGENT OR EMPLOYEE OF **FIRST WESTERN TITLE** WITHOUT THE WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF THE COMPANY.

Lisa M. Cowley aka Maureen L. Cowley Date

TX Affidavit for Home Equity Transactions 2
(IF ANY ITEM NOT TRUE THE AFFIANTS SHOULD HANDWRITE APPROPRIATE CORRECTIONS)

SUPPLEMENTAL COVERAGE EQUITY LOAN MORTGAGE AFFIDAVIT

STATE OF TEXAS

Before me, the undersigned authority appeared the Affiants (whether one or more), who being by me duly sworn, on his/her/their oaths stated the following to be true, correct and complete:

1. The Affiants own the title to the Land described in the Title Insurance Commitment issued to the Lender in connection with the Home Equity Mortgage (made pursuant to Subsection (a)(6) of Section 50, Article XVI, Texas Constitution).
2. The Affiants' marital status has not changed since the Affiants acquired title to the Land and is correctly reflected by the recitals as to marital status in the Home Equity Mortgage executed by the Affiants. The Affiants have not secured a divorce or married since the Affiants acquired title to the Land.
3. There are no unpaid judgment liens or federal or state tax liens owed by or claimed against the Affiants.
4. There are no unpaid bills for labor, material or services for improvements or repairs to the Land, the Affiants have not entered any outstanding contracts for repairs or improvements to the Land, and the Affiants have not begun any repairs or improvements to the land to be paid with proceeds of the Home Equity Mortgage.
5. There are no mortgages, deeds of trust, liens or other claims or rights to the title to the Land that are not shown on the Title Insurance Commitment.
6. The Affiants do not have a pending Bankruptcy Case or Bankruptcy Plan.
7. There are no unpaid ad valorem taxes, standby fees, or assessments by any taxing authority for prior years relating to the Land. The land is not designated for the current year for agricultural, open space or timber land use as provided by statutes governing property tax and will not so be designated during the term of the loan by the Lender.
8. All homeowner's association assessments relating to the Land have been paid through the current year.
9. The HUD-1 or HUD-1A signed by the Affiants correctly reflects all fees paid by the Affiants in connection with and for the Home Equity Mortgage.
10. Each of the Affiants has received copies of all documents signed by the Affiants.
11. None of the instruments, documents or papers signed by the Affiants contained blanks when signed.
12. All of the Land is the homestead of the Affiants. No part of the Land is not the homestead of Affiants. The Land does not exceed the homestead exemption (one acre if urban, 200 acres if rural and family, 100 acres if rural and not a part of a family). The land is occupied by all of the Affiants as their primary residence and homestead. The land is not occupied by or rented to any other persons.
13. The Affiants do not have or claim any other property (other than the Land) as homestead and do not claim a homestead tax exemption against other property.
14. The Affiants do not have or claim a business homestead and do not own any land that is used as the business or occupation of the Affiants. The Affiants do not own their own business.
15. The Affiants do not have any outstanding extensions of credit made pursuant to Section 50(a)(6) of Article XVI, Texas Constitution (Equity Mortgages) or Equity Mortgages or loans on the Land or other land. The Affiants have not closed on or executed such Mortgages or Loans on any property within the last year.
16. A copy of the written appraisal or evaluation of the value of the land was attached to the Acknowledgment of Fair Market Value when the Acknowledgment was signed by the Affiants. The Acknowledgment was executed by the Affiants on the same day that the Affiants executed the Note and Mortgage.
17. The Affiants executed the Note and Mortgage in the office of a title company. The Affiants have not signed an acknowledgment of election not to rescind on or prior to the date the Affiants signed the Note and Mortgage.
18. The Note and Mortgage were executed by the Affiants more than 12 days after they applied for the Loan and more than 12 days after the Affiants received a Disclosure from the Lender.
19. First American Title Insurance Company and the Title Insurance Agent, if any, have not provided tax advice to the Affiants.

20. Affiants acknowledge that Lender and First American Title Insurance Company are relying on this written representation by Affiants as to the Land.

By **Lisa M. Cowley aka Maureen L. Cowley**

State of Texas
County of Smith

Sworn to and subscribed before me the undersigned authority by **Lisa M. Cowley aka Maureen L. Cowley**, on this the **18th day of May, 2015**.

Notary Public in and for
the State of Texas

DESIGNATION OF HOMESTEAD AFFIDAVIT
{For use in Issuing Endorsements T-42 and/or T-42.1}

May 14, 2015

Owner/Borrower's Name and Mailing Address: Lisa M. Cowley aka Maureen L. Cowley
501 Evergreen St.
Whitehouse, TX 75791

Owner/Borrower's Residence Address: 501 Evergreen Street, Whitehouse, TX 75791

Owner/Borrower (whether one or more, the first-person singular form shall be used herein and shall refer to each and every owner identified above) on oath swears that the following statements are true and are within the personal knowledge of Owner:

1. I currently reside upon, use and claim, and designate as my sole and only legal homestead, whether residential, business or rural the following real property:

- a. That certain tract hereinafter referred to as "The Property" more commonly known as: 501 Evergreen Street, Whitehouse, TX 75791 and more particularly described as follows:

- b.

Property:

BEING A PORTION OF THE MANUEL GUTIERREZ SURVEY, A-364,
SMITH COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES
AND BOUNDS, AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD FOUND FOR THE NORTHEAST CORNER:

THENCE SOUTH 00 DEGREES 34 MINUTES 46 SECONDS WEST 104.66
FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHEAST
CORNER;

THENCE NORTH 89 DEGREES 34 MINUTES 25 SECONDS WEST 117.40 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHWEST CORNER:

THENCE NORTH 00 DEGREES 31 MINUTES 43 SECONDS EAST 104.58 FEET TO A 1/2 INCH STEEL FOUND FOR THE NORTHWEST CORNER;

THENCE SOUTH 89 DEGREES 36 MINUTES 33 SECONDS EAST 117.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.282 ACRES OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. Any statement or references in the above legal description to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

- c. Any other land claimed as homestead by me which is described below:

- i. ☐ _____ None (check or insert N/A in Blank if not checked.)
- ii. ☐ _____ That certain tract more particularly described on Exhibit B, or below, as follows: (Check or insert N/A in blank if not checked.)

2. That all of The Property is my homestead.
3. That no portion of The Property is non-homestead.
4. That The Property, and the real estate, if any, described in Paragraph 1.b., above, are the only land claimed as homestead by me and located in Smith County, Texas, for tax or any other purposes.
5. That any business operated by me, if any, and situated upon land owned or leased by me is not currently subject to an extension of credit pursuant to Subsection (a)(6), of Section 50, Article XVI, Texas Constitution (hereinafter a "Home Equity Lien"), nor has a Home Equity Lien describing any real estate in this county and claimed by me as homestead, whether residential, business, or rural and whether previously paid off or released, or not, been closed within one year prior to the date

of this Affidavit.

6. That the residence, owned or leased by me, if any, at which I live is not currently subject to a Home Equity Lien, nor has a Home Equity Lien, describing any real estate in this county and claimed by me as homestead, whether residential, business or rural and whether previously paid off or released, or not, been closed within one year prior to the date of this Affidavit.

I understand that First American Title Insurance Company (Underwriter), by and through its issuing agent is to issue its Mortgagee Policy of Title Insurance insuring the validity of a lien on The Property executed by me to United Credit Union as lender. I understand that Underwriter and its issuing agent are relying upon, and accept as true, the representations made in this affidavit. I further hereby indemnify and hold harmless Underwriter and its issuing agent from and for all liability, costs and attorney fees it may incur as a result of its: (i) reliance upon this affidavit; or (ii) issuance of a policy or policies of title insurance, either now or in the future, describing The Property or any part thereof, and providing coverage based upon any matter set forth herein.

By Lisa M. Cowley aka Maureen L. Cowley

SIGNED under oath before me on _____.

Notary Name:
State of:
County of:
Expires:

STATE OF TEXAS
COUNTY OF Smith

This instrument was acknowledged before me on _____ by Lisa M. Cowley aka Maureen L. Cowley.

Notary Name:
State of:
County of:
Expires:

FIRST WESTERN TITLE

Private Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of person or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First Western Title its affiliates and their underwriters.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Initials _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

May 18, 2015

To: Lisa M. Cowley aka Maureen L. Cowley,

From: First Western Title
5005 Colleyville Blvd., Suite 160
Colleyville, TX 76034
817-281-9123

Property:

0.282 acres, Gus Fite, Lot 20, City of Whitehouse, Smith County, TX
501 Evergreen Street
Whitehouse, TX 75791

This is to give you notice that First Western Title has a business relationship with Lawyers Tax Ltd. to provide tax certificates utilized to insure complete and accurate tax information at the time of settlement of your transaction. In particular, one of the officers of First Western Title is also owner of Lawyers Tax Ltd. Because of this relationship, this referral may provide one of the officers of First Western Title, a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan or purchase, sale, or refinance of the subject property. **THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Lawyers Tax Limited

\$45.00 – 108.25

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that First Western Title, is referring me/us to purchase the above-described settlement service(s) and that a certain officer of First Western Title may receive a financial or other benefit as the result of this referral.

Lisa M. Cowley aka Maureen L. Cowley Date

AFFIDAVIT OF MARITAL STATUS

Date: May 14, 2015

Affiant: LISA M. COWLEY

Property: BEING A PORTION OF THE MANUEL GUTIERREZ SURVEY, A-364, SMITH COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD FOUND FOR THE NORTHEAST CORNER;

THENCE SOUTH 00 DEGREES 34 MINUTES 46 SECONDS WEST 104.66 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHEAST CORNER;

THENCE NORTH 89 DEGREES 34 MINUTES 25 SECONDS WEST 117.40 FEET TO A 1/2 INCH STEEL ROD FOUND FOR THE SOUTHWEST CORNER;

THENCE NORTH 00 DEGREES 31 MINUTES 43 SECONDS EAST 104.58 FEET TO A 1/2 INCH STEEL FOUND FOR THE NORTHWEST CORNER;

THENCE SOUTH 89 DEGREES 36 MINUTES 33 SECONDS EAST 117.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 0.282 ACRES OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. Any statement or references in the above legal description to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

Date of Acquisition: JULY 28, 1998

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. My full legal name is as set forth above and I am over the age of eighteen years.
2. I currently reside at 501 EVERGREEN STREET, WHITEHOUSE, TX 75791
3. I acquired title to the Property on the Date of Acquisition.
4. *Marital status on Date of Affidavit*
 - ☐ I am unmarried.
 - ☐ I am married to (_____) Insert name of Current Spouse), Current Spouse, which marriage took place on (_____) Insert date of marriage to Current Spouse.)
5. *Marital status on Date of Acquisition*
 - ☐ I was unmarried.
 - ☐ I was married to my Current Spouse.
 - ☐ I was married to (_____) Insert name of spouse on Date of Acquisition, if other than current spouse).
6. *Marital status from Date of Acquisition to Date of Affidavit*
 - ☐ I have remained unmarried from Date of Acquisition through Date of Affidavit.
 - ☐ I have remained married to my Current Spouse from Date of Acquisition through Date of Affidavit.
 - ☐ I married my Current Spouse on the date shown in #4 above, and we have remained married to each other from then through Date of Affidavit.
 - ☐ Other marriages (give details for all):
 - ☐ I was married to (Insert name of previous spouse #1), which marriage terminated by ☐ death ☐ divorce on (Insert date of death or divorce from previous spouse #1).
 - ☐ I was married to (Insert name of previous spouse #2), which marriage terminated by ☐ death ☐ divorce on (Insert date of death or divorce from previous spouse #2).
 - ☐ I was married to (Insert name of previous spouse #3), which marriage terminated by ☐ death ☐ divorce on (Insert date of death or divorce from previous spouse #3).
7. I have no marriages, from and including Date of Acquisition to and including Date of

Affidavit, other than those set out above. During that time, I did not agree to marry any person, nor represent to others that such a marriage existed, nor live together with any person as if married.

- 8. Anyone concerned with title to the Property may rely on these statements.
- 9. I agree to indemnify and hold First American Title Insurance Company, Underwriter, and its Agent harmless from any loss or expense, including reasonable attorney fees; resulting from false or incorrect information in this affidavit.

LISA M. COWLEY

SIGNED under oath before me on _____.

Notary Name:
State of:
County of:
Expires:

STATE OF TEXAS
COUNTY OF Smith

This instrument was acknowledged before me on _____ by LISA M. COWLEY.

Notary Name:
State of:
County of:
Expires:

ACKNOWLEDGMENT AND AGREEMENT
(Existing Loans - Payoff)

Date: May 14, 2015
Property: 501 Evergreen Street, Whitehouse, TX 75791
Seller/Borrower: Lisa M. Cowley aka Maureen L. Cowley
Escrow Agent: First Western Title

Acknowledgment.

1. Seller/Borrower has been advised by Escrow Agent that all information regarding existing loans affecting the Property (e.g., loan balance, reserve account information, late charges, interest due, etc.) was provided by lenders and/or their agents and that Escrow Agent does not guarantee the accuracy or completeness of this information..
2. Seller/Borrower understands that no existing loans will be paid and that interest on any such loans will continue to accumulate until Loan Funding.
3. Seller/Borrower understands that, in the case of a payoff of an existing loan, Escrow Agent will act in good faith according to the information provided, but makes no representation that additional funds will not be required for full satisfaction of the loan or loans.

Agreements and Indemnity.

4. Seller/Borrower agrees to save and hold harmless Escrow Agent from any liability arising under and as a result of any discrepancies in any information regarding existing loans and specifically agree:
 - a. To immediately and unconditionally, upon notification (whether written or oral), deposit with Escrow Agent any additional funds demanded by lender/servicer to satisfy and release the lien of the above referenced mortgage/lien.
 - b. To reimburse Escrow Agent for any funds advanced to satisfy and release the lien of the above referenced mortgage in the event of a failure to comply with Paragraph a. in a timely manner.
 - c. To pay damages, court costs, attorney's fees and expenses incurred by Escrow Agent in enforcing this agreement and obtaining the release document from the mortgagee of record.
 - d. That the terms of this agreement supercede any escrow, contract or Title Commitment/Policy duties owed by Escrow Agent to the undersigned, but only to the extent that those are inconsistent or contradictory.

By Lisa M. Cowley aka Maureen L. Cowley

First Western Title

By: _____
Sandra Cole, Escrow Officer

We, the undersigned Borrower(s), do hereby agree and instruct Escrow Agent to disburse the Borrower's Net Loan Proceeds in the following manner:

☐ WIRE TRANSFER PROCEEDS: (Attach "voided" check)
Note: Your bank may deduct an incoming wire transfer fee.
 Bank name: _____
 ABA Routing No.: _____
 Customer Acct. Name (s): _____
 Account name must match borrower's name
 Account No. _____

Investment Accounts – Obtain wiring instructions from your account representative

Attach Voided Check Here

☐ PICK UP CHECK: Call Borrower at _____

☐ MAIL CHECK TO BORROWER AT ADDRESS SHOWN BELOW

☐ ADDITIONAL DISBURSEMENT INSTRUCTIONS:

I/we hereby authorize and instruct First Western Title to disburse the proceeds in the manner described above.

Lisa M. Cowley aka Maureen L. Cowley

Borrower Mailing Address: _____

Borrower Phone Number: _____

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Notice of Right to Cancel

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Your Right To Cancel: You are entering into a transaction that will result in a security interest in your home. You have a legal right under federal law to cancel this transaction, without cost or obligation, within three (3) business days from whichever of the following events occurs last:

1. the date of the transaction, which is **May 18, 2015**; or
2. the date you received your Truth-in-Lending disclosures, or
3. the date you received this notice of your right to cancel.

If you cancel the transaction, the security interest is also cancelled. Within twenty (20) calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within twenty (20) calendar days of your offer, you may keep it without further obligation.

How To Cancel: If you decide to cancel this transaction, you may do so by notifying us in writing at:
United Credit Union
4901 Old Jacksonville Hwy, Tyler, TX 75703

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one (1) copy of this notice because it contains important information about your rights. If you cancel by mail or telegram, you must send the notice no later than midnight of **May 21, 2015** (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I Wish To Cancel: (Only one Consumer's Signature is required to effect a cancellation)

(Borrower) Date: _____

Receipt of Notice: The undersigned hereby represents and warrants that I/we am the only person(s) with an ownership interest in the property who occupy it as a principal dwelling. We hereby acknowledge that the transaction identified on the face of this Notice was consummated and that we have each received one copy of the Federal Truth-in-Lending Disclosure and two copies of this Notice on the date noted beside my signature below.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

Notice of Right to Cancel (H-8) - Borrower 1

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Notice of Right to Cancel

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

Your Right To Cancel: You are entering into a transaction that will result in a security interest in your home. You have a legal right under federal law to cancel this transaction, without cost or obligation, within three (3) business days from whichever of the following events occurs last:

- 1. the date of the transaction, which is **May 18, 2015**; or
- 2. the date you received your Truth-in-Lending disclosures, or
- 3. the date you received this notice of your right to cancel.

If you cancel the transaction, the security interest is also cancelled. Within twenty (20) calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within twenty (20) calendar days of your offer, you may keep it without further obligation.

How To Cancel: If you decide to cancel this transaction, you may do so by notifying us in writing at:
United Credit Union
4901 Old Jacksonville Hwy, Tyler, TX 75703

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one (1) copy of this notice because it contains important information about your rights. If you cancel by mail or telegram, you must send the notice no later than midnight of **May 21, 2015** (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I Wish To Cancel: (Only one Consumer's Signature is required to effect a cancellation)

(Borrower) Date: _____

Receipt of Notice: The undersigned hereby represents and warrants that I/we am the only person(s) with an ownership interest in the property who occupy it as a principal dwelling. We hereby acknowledge that the transaction identified on the face of this Notice was consummated and that we have each received one copy of the Federal Truth-in-Lending Disclosure and two copies of this Notice on the date noted beside my signature below.

Signature _____ Date _____
Lisa M. Cowley [Sign Originals Only]

Notice of Right to Cancel (H-8) - Borrower 1

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Texas Home Equity
Notice of Right to Rescind

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

- (1) **Your Right To Rescind:** You are entering into a transaction which will result in a security interest in your Property. The owner of the Property and any spouse of the owner may under Texas law rescind this transaction, without penalty or charge, within three (3) days after the loan is made.
- (2) **How To Rescind:** If you decide to rescind this transaction, you may do so by notifying us in writing at:

United Credit Union
4901 Old Jacksonville Hwy
Tyler, TX 75703

You may use this notice to rescind by dating and signing below. Keep one (1) copy of this notice because it contains important information about your rights. If you rescind by mail or telegram, you must send the notice no later than midnight of the third day following the date the loan is made. If you send or deliver your written notice to rescind some other way, it must be delivered to the above address no later than that time.

I Wish To Rescind: (Only one Property Owner’s signature is required to effect a rescission.)

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

(Owner/Owner’s Spouse/Borrower)

- (3) **Receipt of Notice:** The undersigned hereby represents and warrants that I/we am the only person(s) with an ownership interest in the Property. We hereby acknowledge that the transaction on the fact of this Notice was consummated and that we have each received one copy of this Notice on the **Eighteenth** day of **May, 2015**.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

(Owner/Owner’s Spouse/Borrower)

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Texas Home Equity
Notice of Right to Rescind

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

- (1) **Your Right To Rescind:** You are entering into a transaction which will result in a security interest in your Property. The owner of the Property and any spouse of the owner may under Texas law rescind this transaction, without penalty or charge, within three (3) days after the loan is made.
- (2) **How To Rescind:** If you decide to rescind this transaction, you may do so by notifying us in writing at:

United Credit Union
4901 Old Jacksonville Hwy
Tyler, TX 75703

You may use this notice to rescind by dating and signing below. Keep one (1) copy of this notice because it contains important information about your rights. If you rescind by mail or telegram, you must send the notice no later than midnight of the third day following the date the loan is made. If you send or deliver your written notice to rescind some other way, it must be delivered to the above address no later than that time.

I Wish To Rescind: (Only one Property Owner’s signature is required to effect a rescission.)

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

(Owner/Owner’s Spouse/Borrower)

- (3) **Receipt of Notice:** The undersigned hereby represents and warrants that I/we am the only person(s) with an ownership interest in the Property. We hereby acknowledge that the transaction on the fact of this Notice was consummated and that we have each received one copy of this Notice on the **Eighteenth** day of **May, 2015**.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

(Owner/Owner’s Spouse/Borrower)

Notice of Right to Rescind and Election Not to Rescind (State) - Borrower 1

NOTARY:

The following documents are:

Election not to cancel

Texas Home Equity Election not to rescind.

PLEASE NOTE:

IF YOU WISH TO SIGN THE FOLLOWING DOCUMENTS TODAY: PLEASE SIGN BUT DO NOT DATE. IF YOU PREFER NOT TO SIGN UNTIL THE ACTUAL FUNDING DATE WHICH IS: May 22, 2015; PLEASE BE SURE THAT YOU RETURN THEM TO US AS EARLY AS POSSIBLE.

You may email the signed documents to either of the addresses below:

danonp@firstwesterntitle.com

sandrac@firstwesterntitle.com

barricks@firstwesterntitle.com

OR FAX TO: 817-605-1248

PLEASE BE SURE THAT YOU EMAIL THEM OR FAX THEM TO US AS EARLY AS POSSIBLE. WE CAN NOT ASK FOR FUNDING AUTHROIZATION UNTIL WE HAVE THESE DOCUMENTS BACK. YOU WILL ALSO BE CALLED ON THE MORNING THAT THE LOAN IS DUE TO FUND TO CONFIRM THAT YOU HAVE NOT CANCELLED.

PLEASE PROVIDE THE BEST PHONE NUMBER TO CONTACT YOU ON THE DAY OF FUNDING: _____

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Election Not to Cancel

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

I/We Do Not Wish to Cancel: (Do not sign the following until after time for cancellation has expired). The undersigned hereby certifies that more than three (3) business days have elapsed since the latest of the events listed below.

- 1. the date of the transaction, which is May 18, 2015; or
- 2. the date you received your Truth-in-Lending disclosures, or
- 3. the date you received your Notice of Right to Cancel.

The undersigned has not exercised his/her right to cancel.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

Election Not to Cancel

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

I/We Do Not Wish to Cancel: (Do not sign the following until after time for cancellation has expired). The undersigned hereby certifies that more than three (3) business days have elapsed since the latest of the events listed below.

- 1. the date of the transaction, which is May 18, 2015; or
- 2. the date you received your Truth-in-Lending disclosures, or
- 3. the date you received your Notice of Right to Cancel.

The undersigned has not exercised his/her right to cancel.

Signature _____ Date _____
Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
Borrower: Lisa M. Cowley
Property: 501 Evergreen St., Whitehouse, Texas 75791

**Texas Home Equity
Election Not to Rescind**

LO Company NMLS ID 435169
LO NMLS ID 458992
Loan # 30038160

I/We Do Not Wish to Rescind: (Do not sign this document until after time for rescission has expired).
The undersigned hereby certifies that more than three (3) days have elapsed since my/our loan has been made.
I/We acknowledge receiving copies of all documents signed by the Owner related to the loan from Lender (or a settlement agent on behalf of Lender), at the time the loan was made.

The undersigned has not exercised his/her right to rescind.

Signature Date
Lisa M. Cowley

[Sign Originals Only]

Lender: United Credit Union
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Signature Date
Lisa M. Cowley

[Sign Originals Only]

BORROWER'S DOCUMENTS

DO NOT RETURN THE
FOLLOWING DOCUMENTS IN
OUR RETURN PACKAGE.

PLEASE GIVE TO BORROWER



WELCOME!

Date: May 18, 2015

Property Owner(s): Lisa M Cowley

Property Address: 501 Evergreen St., Whitehouse, TX 75791

Account Number: 30038160

Dear: Lisa Cowley

Thank you for the opportunity to assist you in the financing of your home.

In the near future, you will receive a "New Account Letter" which provides general information about your loan and outlines the details of your monthly payments. In the event this letter does not reach you before your first payment becomes due, we have enclosed temporary payment coupons reflecting the estimated amount of your first mortgage payment.

We retain the servicing of 99% of loans we make, which means chances are you will always contact us with questions about your loan, payments or when it's time to refinance. In the unlikely event the servicing of your loan is transferred, we will notify you. While we retain the servicing, the loan itself is typically sold to Fannie Mae, Freddie Mac or another institutional investor to ensure we have a continuous supply of funds for homebuyers such as you. If your Note is purchased by an investor, you may receive a letter from this investor after your loan closes, which is required by the 2009 Congressional "Helping Families Save Their Home" act. **You need not do anything as a result of this notice; the servicing of your loan will still be maintained by**

CU Members Mortgage,
A division of Colonial Savings, F.A.
2626 West Freeway
Fort Worth, TX 76102

Your first payment will be due July 1, 2015 unless otherwise indicated in your Note. Each payment is due on the first day of each month. When mailing payments, please allow adequate time so that payments will be received on or before their due dates.

Your estimated payment amount is \$ 953.23 and breaks down as follows:

\$	356.94	Principal
\$	257.38	Interest
\$	0.00	FHA or PMI Mortgage Insurance
\$	174.83	Property Hazard Insurance
\$	164.08	Real Estate Property Taxes
\$	0.00	Lease Rent
\$	0.00	Flood/Catas
\$.00	Annual Assessments
\$		

Your first payment is **estimated**. You may adjust your second payment to compensate for any amount **over** or **under** this amount when you receive your payment coupon booklet and New Account Letter from our Mortgage Services Department. If you adjust your second payment for this reason, we ask that you please note the details.

Monthly escrow amounts (reserves for future loan related expenses such as taxes and insurance) are based on 1/12th of the estimated annual cost for each of the required expenses.

Since 1952, we have provided mortgage financing and servicing to hundreds of thousands of homebuyers. We have been privileged to serve you as well, and look forward to providing you with superior loan servicing in the future. Should you have any questions about your new loan, we invite you to contact your Loan Officer or call our Mortgage Services representatives at the number below.

Thank you for your business.

Mortgage Services Department
(800) 937-6002 toll free

Visit us the Web at www.ServiceHomeLoan.com

FIRST PAYMENT LETTER
F_FPL1 (10-2000) 05/13/2015 03:07:15 PM 155C1 30038160



300381601041

TEMPORARY PAYMENT COUPON		
1st Payment		
Loan # 30038160	PAYMENT AMOUNT \$953.23	PAYMENT DUE DATE: 07/1/2015
BORROWER'S NAME: Lisa M. Cowley		
PROPERTY ADDRESS: 501 Evergreen St., Whitehouse, Texas 75791		
Note to Borrower: These temporary payment coupons should be used if you have not received your mortgage loan billing statement prior to the due date of this payment. Please cut out the coupon and remit it with your check to: Colonial National Mortgage, a division of Colonial Savings, F.A 2626 West Freeway Fort Worth, TX 76102		

----- CUT HERE -----

TEMPORARY PAYMENT COUPON		
2nd Payment		
Loan # 30038160	PAYMENT AMOUNT \$953.23	PAYMENT DUE DATE: 08/1/2015
BORROWER'S NAME: Lisa M. Cowley		
PROPERTY ADDRESS: 501 Evergreen St., Whitehouse, Texas 75791		
Note to Borrower: These temporary payment coupons should be used if you have not received your mortgage loan billing statement prior to the due date of this payment. Please cut out the coupon and remit it with your check to: Colonial National Mortgage, a division of Colonial Savings, F.A 2626 West Freeway Fort Worth, TX 76102		

----- CUT HERE -----

TEMPORARY PAYMENT COUPON		
3rd Payment		
Loan # 30038160	PAYMENT AMOUNT \$953.23	PAYMENT DUE DATE: 09/1/2015
BORROWER'S NAME: Lisa M. Cowley		
PROPERTY ADDRESS: 501 Evergreen St., Whitehouse, Texas 75791		
Note to Borrower: These temporary payment coupons should be used if you have not received your mortgage loan billing statement prior to the due date of this payment. Please cut out the coupon and remit it with your check to: Colonial National Mortgage, a division of Colonial Savings, F.A 2626 West Freeway Fort Worth, TX 76102		

PERIODIC AMORTIZATION SCHEDULE

LO Company
 NMLS ID
 435169

Borrower(s): Lisa M. Cowley
 Mailing Address: 501 Evergreen St., Whitehouse, TX 75791
 Property Address: 501 Evergreen St., Whitehouse, TX 75791

LO NMLS ID 458992
 Loan #
 30038160
 Date: 05/18/15

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
Beg								85,200.00	
1	7/1/2015	614.32	3.625	257.38	356.94	0.00	0.00	84,843.06	
2	8/1/2015	614.32	3.625	256.30	358.02	0.00	0.00	84,485.04	
3	9/1/2015	614.32	3.625	255.22	359.10	0.00	0.00	84,125.94	
4	10/1/2015	614.32	3.625	254.13	360.19	0.00	0.00	83,765.75	
5	11/1/2015	614.32	3.625	253.04	361.28	0.00	0.00	83,404.47	
6	12/1/2015	614.32	3.625	251.95	362.37	0.00	0.00	83,042.10	
7	1/1/2016	614.32	3.625	250.86	363.46	0.00	0.00	82,678.64	
8	2/1/2016	614.32	3.625	249.76	364.56	0.00	0.00	82,314.08	
9	3/1/2016	614.32	3.625	248.66	365.66	0.00	0.00	81,948.42	
10	4/1/2016	614.32	3.625	247.55	366.77	0.00	0.00	81,581.65	
11	5/1/2016	614.32	3.625	246.44	367.88	0.00	0.00	81,213.77	
12	6/1/2016	614.32	3.625	245.33	368.99	0.00	0.00	80,844.78	
13	7/1/2016	614.32	3.625	244.22	370.10	0.00	0.00	80,474.68	
14	8/1/2016	614.32	3.625	243.10	371.22	0.00	0.00	80,103.46	
15	9/1/2016	614.32	3.625	241.98	372.34	0.00	0.00	79,731.12	
16	10/1/2016	614.32	3.625	240.85	373.47	0.00	0.00	79,357.65	
17	11/1/2016	614.32	3.625	239.73	374.59	0.00	0.00	78,983.06	
18	12/1/2016	614.32	3.625	238.59	375.73	0.00	0.00	78,607.33	
19	1/1/2017	614.32	3.625	237.46	376.86	0.00	0.00	78,230.47	
20	2/1/2017	614.32	3.625	236.32	378.00	0.00	0.00	77,852.47	
21	3/1/2017	614.32	3.625	235.18	379.14	0.00	0.00	77,473.33	
22	4/1/2017	614.32	3.625	234.03	380.29	0.00	0.00	77,093.04	
23	5/1/2017	614.32	3.625	232.89	381.43	0.00	0.00	76,711.61	
24	6/1/2017	614.32	3.625	231.73	382.59	0.00	0.00	76,329.02	
25	7/1/2017	614.32	3.625	230.58	383.74	0.00	0.00	75,945.28	
26	8/1/2017	614.32	3.625	229.42	384.90	0.00	0.00	75,560.38	
27	9/1/2017	614.32	3.625	228.26	386.06	0.00	0.00	75,174.32	
28	10/1/2017	614.32	3.625	227.09	387.23	0.00	0.00	74,787.09	
29	11/1/2017	614.32	3.625	225.92	388.40	0.00	0.00	74,398.69	
30	12/1/2017	614.32	3.625	224.75	389.57	0.00	0.00	74,009.12	
31	1/1/2018	614.32	3.625	223.57	390.75	0.00	0.00	73,618.37	
32	2/1/2018	614.32	3.625	222.39	391.93	0.00	0.00	73,226.44	
33	3/1/2018	614.32	3.625	221.20	393.12	0.00	0.00	72,833.32	
34	4/1/2018	614.32	3.625	220.02	394.30	0.00	0.00	72,439.02	
35	5/1/2018	614.32	3.625	218.83	395.49	0.00	0.00	72,043.53	
36	6/1/2018	614.32	3.625	217.63	396.69	0.00	0.00	71,646.84	
37	7/1/2018	614.32	3.625	216.43	397.89	0.00	0.00	71,248.95	
38	8/1/2018	614.32	3.625	215.23	399.09	0.00	0.00	70,849.86	
39	9/1/2018	614.32	3.625	214.03	400.29	0.00	0.00	70,449.57	
40	10/1/2018	614.32	3.625	212.82	401.50	0.00	0.00	70,048.07	
41	11/1/2018	614.32	3.625	211.60	402.72	0.00	0.00	69,645.35	
42	12/1/2018	614.32	3.625	210.39	403.93	0.00	0.00	69,241.42	
43	1/1/2019	614.32	3.625	209.17	405.15	0.00	0.00	68,836.27	
44	2/1/2019	614.32	3.625	207.94	406.38	0.00	0.00	68,429.89	
45	3/1/2019	614.32	3.625	206.72	407.60	0.00	0.00	68,022.29	
46	4/1/2019	614.32	3.625	205.48	408.84	0.00	0.00	67,613.45	
47	5/1/2019	614.32	3.625	204.25	410.07	0.00	0.00	67,203.38	
48	6/1/2019	614.32	3.625	203.01	411.31	0.00	0.00	66,792.07	

Periodic Amortization Schedule

PERIODIC AMORTIZATION SCHEDULE

LO Company
NMLS ID
435169

Borrower(s): Lisa M. Cowley
Mailing Address: 501 Evergreen St., Whitehouse, TX 75791
Property Address: 501 Evergreen St., Whitehouse, TX 75791

LO NMLS ID 458992
Loan #
30038160
Date: 05/18/15

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
49	7/1/2019	614.32	3.625	201.77	412.55	0.00	0.00	66,379.52	
50	8/1/2019	614.32	3.625	200.52	413.80	0.00	0.00	65,965.72	
51	9/1/2019	614.32	3.625	199.27	415.05	0.00	0.00	65,550.67	
52	10/1/2019	614.32	3.625	198.02	416.30	0.00	0.00	65,134.37	
53	11/1/2019	614.32	3.625	196.76	417.56	0.00	0.00	64,716.81	
54	12/1/2019	614.32	3.625	195.50	418.82	0.00	0.00	64,297.99	
55	1/1/2020	614.32	3.625	194.23	420.09	0.00	0.00	63,877.90	
56	2/1/2020	614.32	3.625	192.96	421.36	0.00	0.00	63,456.54	
57	3/1/2020	614.32	3.625	191.69	422.63	0.00	0.00	63,033.91	
58	4/1/2020	614.32	3.625	190.41	423.91	0.00	0.00	62,610.00	
59	5/1/2020	614.32	3.625	189.13	425.19	0.00	0.00	62,184.81	
60	6/1/2020	614.32	3.625	187.85	426.47	0.00	0.00	61,758.34	
61	7/1/2020	614.32	3.625	186.56	427.76	0.00	0.00	61,330.58	
62	8/1/2020	614.32	3.625	185.27	429.05	0.00	0.00	60,901.53	
63	9/1/2020	614.32	3.625	183.97	430.35	0.00	0.00	60,471.18	
64	10/1/2020	614.32	3.625	182.67	431.65	0.00	0.00	60,039.53	
65	11/1/2020	614.32	3.625	181.37	432.95	0.00	0.00	59,606.58	
66	12/1/2020	614.32	3.625	180.06	434.26	0.00	0.00	59,172.32	
67	1/1/2021	614.32	3.625	178.75	435.57	0.00	0.00	58,736.75	
68	2/1/2021	614.32	3.625	177.43	436.89	0.00	0.00	58,299.86	
69	3/1/2021	614.32	3.625	176.11	438.21	0.00	0.00	57,861.65	
70	4/1/2021	614.32	3.625	174.79	439.53	0.00	0.00	57,422.12	
71	5/1/2021	614.32	3.625	173.46	440.86	0.00	0.00	56,981.26	
72	6/1/2021	614.32	3.625	172.13	442.19	0.00	0.00	56,539.07	
73	7/1/2021	614.32	3.625	170.80	443.52	0.00	0.00	56,095.55	
74	8/1/2021	614.32	3.625	169.46	444.86	0.00	0.00	55,650.69	
75	9/1/2021	614.32	3.625	168.11	446.21	0.00	0.00	55,204.48	
76	10/1/2021	614.32	3.625	166.76	447.56	0.00	0.00	54,756.92	
77	11/1/2021	614.32	3.625	165.41	448.91	0.00	0.00	54,308.01	
78	12/1/2021	614.32	3.625	164.06	450.26	0.00	0.00	53,857.75	
79	1/1/2022	614.32	3.625	162.70	451.62	0.00	0.00	53,406.13	
80	2/1/2022	614.32	3.625	161.33	452.99	0.00	0.00	52,953.14	
81	3/1/2022	614.32	3.625	159.96	454.36	0.00	0.00	52,498.78	
82	4/1/2022	614.32	3.625	158.59	455.73	0.00	0.00	52,043.05	
83	5/1/2022	614.32	3.625	157.21	457.11	0.00	0.00	51,585.94	
84	6/1/2022	614.32	3.625	155.83	458.49	0.00	0.00	51,127.45	
85	7/1/2022	614.32	3.625	154.45	459.87	0.00	0.00	50,667.58	
86	8/1/2022	614.32	3.625	153.06	461.26	0.00	0.00	50,206.32	
87	9/1/2022	614.32	3.625	151.66	462.66	0.00	0.00	49,743.66	
88	10/1/2022	614.32	3.625	150.27	464.05	0.00	0.00	49,279.61	
89	11/1/2022	614.32	3.625	148.87	465.45	0.00	0.00	48,814.16	
90	12/1/2022	614.32	3.625	147.46	466.86	0.00	0.00	48,347.30	
91	1/1/2023	614.32	3.625	146.05	468.27	0.00	0.00	47,879.03	
92	2/1/2023	614.32	3.625	144.63	469.69	0.00	0.00	47,409.34	
93	3/1/2023	614.32	3.625	143.22	471.10	0.00	0.00	46,938.24	
94	4/1/2023	614.32	3.625	141.79	472.53	0.00	0.00	46,465.71	
95	5/1/2023	614.32	3.625	140.37	473.95	0.00	0.00	45,991.76	
96	6/1/2023	614.32	3.625	138.93	475.39	0.00	0.00	45,516.37	

Periodic Amortization Schedule

PERIODIC AMORTIZATION SCHEDULE

LO Company

NMLS ID

435169

LO NMLS ID 458992

Loan #

30038160

Date: 05/18/15

Borrower(s): Lisa M. Cowley
 Mailing Address: 501 Evergreen St., Whitehouse, TX 75791
 Property Address: 501 Evergreen St., Whitehouse, TX 75791

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
97	7/1/2023	614.32	3.625	137.50	476.82	0.00	0.00	45,039.55	
98	8/1/2023	614.32	3.625	136.06	478.26	0.00	0.00	44,561.29	
99	9/1/2023	614.32	3.625	134.61	479.71	0.00	0.00	44,081.58	
100	10/1/2023	614.32	3.625	133.16	481.16	0.00	0.00	43,600.42	
101	11/1/2023	614.32	3.625	131.71	482.61	0.00	0.00	43,117.81	
102	12/1/2023	614.32	3.625	130.25	484.07	0.00	0.00	42,633.74	
103	1/1/2024	614.32	3.625	128.79	485.53	0.00	0.00	42,148.21	
104	2/1/2024	614.32	3.625	127.32	487.00	0.00	0.00	41,661.21	
105	3/1/2024	614.32	3.625	125.85	488.47	0.00	0.00	41,172.74	
106	4/1/2024	614.32	3.625	124.38	489.94	0.00	0.00	40,682.80	
107	5/1/2024	614.32	3.625	122.90	491.42	0.00	0.00	40,191.38	
108	6/1/2024	614.32	3.625	121.41	492.91	0.00	0.00	39,698.47	
109	7/1/2024	614.32	3.625	119.92	494.40	0.00	0.00	39,204.07	
110	8/1/2024	614.32	3.625	118.43	495.89	0.00	0.00	38,708.18	
111	9/1/2024	614.32	3.625	116.93	497.39	0.00	0.00	38,210.79	
112	10/1/2024	614.32	3.625	115.43	498.89	0.00	0.00	37,711.90	
113	11/1/2024	614.32	3.625	113.92	500.40	0.00	0.00	37,211.50	
114	12/1/2024	614.32	3.625	112.41	501.91	0.00	0.00	36,709.59	
115	1/1/2025	614.32	3.625	110.89	503.43	0.00	0.00	36,206.16	
116	2/1/2025	614.32	3.625	109.37	504.95	0.00	0.00	35,701.21	
117	3/1/2025	614.32	3.625	107.85	506.47	0.00	0.00	35,194.74	
118	4/1/2025	614.32	3.625	106.32	508.00	0.00	0.00	34,686.74	
119	5/1/2025	614.32	3.625	104.78	509.54	0.00	0.00	34,177.20	
120	6/1/2025	614.32	3.625	103.24	511.08	0.00	0.00	33,666.12	
121	7/1/2025	614.32	3.625	101.70	512.62	0.00	0.00	33,153.50	
122	8/1/2025	614.32	3.625	100.15	514.17	0.00	0.00	32,639.33	
123	9/1/2025	614.32	3.625	98.60	515.72	0.00	0.00	32,123.61	
124	10/1/2025	614.32	3.625	97.04	517.28	0.00	0.00	31,606.33	
125	11/1/2025	614.32	3.625	95.48	518.84	0.00	0.00	31,087.49	
126	12/1/2025	614.32	3.625	93.91	520.41	0.00	0.00	30,567.08	
127	1/1/2026	614.32	3.625	92.34	521.98	0.00	0.00	30,045.10	
128	2/1/2026	614.32	3.625	90.76	523.56	0.00	0.00	29,521.54	
129	3/1/2026	614.32	3.625	89.18	525.14	0.00	0.00	28,996.40	
130	4/1/2026	614.32	3.625	87.59	526.73	0.00	0.00	28,469.67	
131	5/1/2026	614.32	3.625	86.00	528.32	0.00	0.00	27,941.35	
132	6/1/2026	614.32	3.625	84.41	529.91	0.00	0.00	27,411.44	
133	7/1/2026	614.32	3.625	82.81	531.51	0.00	0.00	26,879.93	
134	8/1/2026	614.32	3.625	81.20	533.12	0.00	0.00	26,346.81	
135	9/1/2026	614.32	3.625	79.59	534.73	0.00	0.00	25,812.08	
136	10/1/2026	614.32	3.625	77.97	536.35	0.00	0.00	25,275.73	
137	11/1/2026	614.32	3.625	76.35	537.97	0.00	0.00	24,737.76	
138	12/1/2026	614.32	3.625	74.73	539.59	0.00	0.00	24,198.17	
139	1/1/2027	614.32	3.625	73.10	541.22	0.00	0.00	23,656.95	
140	2/1/2027	614.32	3.625	71.46	542.86	0.00	0.00	23,114.09	
141	3/1/2027	614.32	3.625	69.82	544.50	0.00	0.00	22,569.59	
142	4/1/2027	614.32	3.625	68.18	546.14	0.00	0.00	22,023.45	
143	5/1/2027	614.32	3.625	66.53	547.79	0.00	0.00	21,475.66	
144	6/1/2027	614.32	3.625	64.87	549.45	0.00	0.00	20,926.21	

Periodic Amortization Schedule

PERIODIC AMORTIZATION SCHEDULE

LO Company
NMLS ID
435169

Borrower(s): Lisa M. Cowley
Mailing Address: 501 Evergreen St., Whitehouse, TX 75791
Property Address: 501 Evergreen St., Whitehouse, TX 75791

LO NMLS ID 458992
Loan #
30038160
Date: 05/18/15

Payment Period	Date	Periodic Payment	Accrual Rate	Interest Paid	Principal Paid	Mortgage Ins	Buydown	Total Balance	LTV
145	7/1/2027	614.32	3.625	63.21	551.11	0.00	0.00	20,375.10	
146	8/1/2027	614.32	3.625	61.55	552.77	0.00	0.00	19,822.33	
147	9/1/2027	614.32	3.625	59.88	554.44	0.00	0.00	19,267.89	
148	10/1/2027	614.32	3.625	58.21	556.11	0.00	0.00	18,711.78	
149	11/1/2027	614.32	3.625	56.53	557.79	0.00	0.00	18,153.99	
150	12/1/2027	614.32	3.625	54.84	559.48	0.00	0.00	17,594.51	
151	1/1/2028	614.32	3.625	53.15	561.17	0.00	0.00	17,033.34	
152	2/1/2028	614.32	3.625	51.45	562.87	0.00	0.00	16,470.47	
153	3/1/2028	614.32	3.625	49.75	564.57	0.00	0.00	15,905.90	
154	4/1/2028	614.32	3.625	48.05	566.27	0.00	0.00	15,339.63	
155	5/1/2028	614.32	3.625	46.34	567.98	0.00	0.00	14,771.65	
156	6/1/2028	614.32	3.625	44.62	569.70	0.00	0.00	14,201.95	
157	7/1/2028	614.32	3.625	42.90	571.42	0.00	0.00	13,630.53	
158	8/1/2028	614.32	3.625	41.18	573.14	0.00	0.00	13,057.39	
159	9/1/2028	614.32	3.625	39.44	574.88	0.00	0.00	12,482.51	
160	10/1/2028	614.32	3.625	37.71	576.61	0.00	0.00	11,905.90	
161	11/1/2028	614.32	3.625	35.97	578.35	0.00	0.00	11,327.55	
162	12/1/2028	614.32	3.625	34.22	580.10	0.00	0.00	10,747.45	
163	1/1/2029	614.32	3.625	32.47	581.85	0.00	0.00	10,165.60	
164	2/1/2029	614.32	3.625	30.71	583.61	0.00	0.00	9,581.99	
165	3/1/2029	614.32	3.625	28.95	585.37	0.00	0.00	8,996.62	
166	4/1/2029	614.32	3.625	27.18	587.14	0.00	0.00	8,409.48	
167	5/1/2029	614.32	3.625	25.40	588.92	0.00	0.00	7,820.56	
168	6/1/2029	614.32	3.625	23.62	590.70	0.00	0.00	7,229.86	
169	7/1/2029	614.32	3.625	21.84	592.48	0.00	0.00	6,637.38	
170	8/1/2029	614.32	3.625	20.05	594.27	0.00	0.00	6,043.11	
171	9/1/2029	614.32	3.625	18.26	596.06	0.00	0.00	5,447.05	
172	10/1/2029	614.32	3.625	16.45	597.87	0.00	0.00	4,849.18	
173	11/1/2029	614.32	3.625	14.65	599.67	0.00	0.00	4,249.51	
174	12/1/2029	614.32	3.625	12.84	601.48	0.00	0.00	3,648.03	
175	1/1/2030	614.32	3.625	11.02	603.30	0.00	0.00	3,044.73	
176	2/1/2030	614.32	3.625	9.20	605.12	0.00	0.00	2,439.61	
177	3/1/2030	614.32	3.625	7.37	606.95	0.00	0.00	1,832.66	
178	4/1/2030	614.32	3.625	5.54	608.78	0.00	0.00	1,223.88	
179	5/1/2030	614.32	3.625	3.70	610.62	0.00	0.00	613.26	
180	6/1/2030	615.11	3.625	1.85	613.26	0.00	0.00	0.00	



Good Faith Estimate (GFE)

OMB Approval No. 2502-0265

Name of Originator CU Members Mortgage, a division of Colonial Savings, F.A. NMLS # 401285	Borrower Maureen Lisa Cowley
Originator 15455 Dallas Parkway Suite 900 Addison, TX. Address 75001	Property 501 Evergreen St. Whitehouse, TX 75791 Address
Originator Phone Number (972) 778-0661	Date of GFE 05/12/2015
Originator Email peterk@homeloancu.com	

Purpose This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-in-Lending Disclosures*, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

- Important dates**
- The interest rate for this GFE is available through **05/28/2015 11:59 PM**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
 - This estimate for all other settlement charges is available through **03/17/2015 11:59 PM**.
 - After you lock your interest rate, you must go to settlement within **91** days (your rate lock period) to receive the locked interest rate.
 - You must lock the interest rate at least **N/A** days before settlement.

Summary of your loan	Your initial loan amount is	\$ 85,200.00
	Your loan term is	15 years
	Your initial interest rate is	3.625 %
	Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 614.32 per month
	Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of %. The first change will be in
	Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
	Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$
	Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
	Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ **614.32**.

Do we require you to have an escrow account for your loan?

☐ No, you do not have an escrow account. You must pay these charges directly when due.

☒ Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges	A Your Adjusted Origination Charges (See page 2.)	\$ 1,025.50
	B Your Charges for All Other Settlement Services (See page 2.)	\$ 3,552.22
	A + B Total Estimated Settlement Charges	\$ 4,577.72

Understanding
your estimated
settlement
charges

Some of these
charges can
change at
settlement. See
the top of page 3
for more
information.

Your Adjusted Origination Charges			
1. Our origination charge This charge is for getting this loan for you.			2,197.00
2. Your credit or charge (points) for the specific interest rate chosen <input type="checkbox"/> The credit or charge for the interest rate of <input type="text"/> % is included in "Our origination charge." (See item 1 above.) <input checked="" type="checkbox"/> You receive a credit of \$ <input type="text"/> 1,171.50 for this interest rate of <input type="text"/> 3.625 %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ <input type="text"/> for this interest rate of <input type="text"/> %. This charge (points) increases your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.			-1,171.50
A Your Adjusted Origination Charges			\$ 1,025.50

Your Charges for All Other Settlement Services			
3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services.			
Service	Charge	Service	Charge
Appraisal Fee	425.00	Credit Report Fee	17.00
Flood Certification Fee	6.50		
			448.50
4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.			1,590.70
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.			0.00
6. Required services that you can shop for These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below.			
Service	Charge	Service	Charge
Survey	693.88		
			693.88
7. Government recording charges These charges are for state and local fees to record your loan and title documents.			150.00
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.			0.00
9. Initial deposit for your escrow account This charge is held in an escrow account to pay future recurring charges on your property and includes <input checked="" type="checkbox"/> all property taxes, <input checked="" type="checkbox"/> all insurance, and <input type="checkbox"/> other			516.66
10. Daily interest charges This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ <input type="text"/> 8.46 per day for <input type="text"/> 19 days (if your settlement is <input type="text"/> 05/13/2015).			152.48
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire.			
Policy	Charge	Policy	Charge
			0.00
B Your Charges for All Other Settlement Services			\$ 3,552.22
A + B Total Estimated Settlement Charges			\$ 4,577.72



Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
<ul style="list-style-type: none">• Our origination charge• Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate)• Your adjusted origination charges (after you lock in your interest rate)• Transfer taxes	<ul style="list-style-type: none">• Required services that we select• Title services and lender's title insurance (if we select them or you use companies we identify)• Owner's title insurance (if you use companies we identify)• Required services that you can shop for (if you use companies we identify)• Government recording charges	<ul style="list-style-type: none">• Required services that you can shop for (if you do not use companies we identify)• Title services and lender's title insurance (if you do not use companies we identify)• Owner's title insurance (if you do not use companies we identify)• Initial deposit for your escrow account• Daily interest charges• Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate**.
- If you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges**.

If you would like to choose an available option, you must ask us for a new GFE.
Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 85,200.00	\$	\$
Your initial interest rate ¹	3.625 %	%	%
Your initial monthly amount owed	\$ 614.32	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$ 4,577.72	\$	\$

¹ For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name	United Credit Union			
Initial loan amount	\$ 85,200.00			
Loan term	15 years			
Initial interest rate	3.625 %			
Initial monthly amount owed	\$ 614.32			
Rate lock period	91			
Can interest rate rise?	NO			
Can loan balance rise?	NO			
Can monthly amount owed rise?	NO			
Prepayment penalty?	NO			
Balloon payment?	NO			
Total Estimated Settlement Charges	\$ 4,577.72			

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.



**LAST PAGE
OF THE PACKAGE**