

#### **CUSTOMER INFORMATION PACKAGE**

Loan #: 100585626

Date: MAY 22, 2015

Closing Date: MAY 22, 2015

Borrower(s): EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

Please review the following documents included in this Customer Information Package which precede your 'loan package' for informational purposes.\*

The Customer Information Package is not required to be signed, but is provided for your review <u>prior to closing</u> to answer common questions:

- Cover Letter/Summary of Your Loan Page 2
- Brief Description of Key Documents Page 3
- Frequent Asked Questions Pages 4-5
- Explanation of Certain Documents Pages 6-7

Excellent customer service is extremely important to loanDepot.com.

At the scheduled closing, the closing agent (most likely a local notary we've assigned) will sit with you while you sign the loan documents and to acknowledge your signatures. If there is money due at closing, the notary will collect this from you based on instructions that your Loan Processor has reviewed with you.

If you have any questions during or after your loan closing, please do not hesitate to contact us.

Sincerely,

\* Actual Loan Documents should be reviewed for complete information. This Customer Information Package includes summaries or paraphrased definitions to help in understanding typical Loan Documents.

Chris Dongell





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Date: MAY 22, 2015

Loan #: 100585626

Borrower(s): EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

Dear EDNA ROBINSON FAY

Congratulations! You're ready to close on your home loan from **loanDepot.com**! Below you will see a summary of important loan information. On the following pages - before we get to any of the documents you're required to sign - we've included a brief description of key loan documents, along with Frequently Asks Questions (FAQ's).

Your New Loan is: A fixed rate for the entire term of the loan. Your rate will never change

The interest rate for this loan is: 4.375 %
The total number of payments will be: 360
The Loan Amount is: \$100,000.00

Based on this rate and term, here is the Payment Breakdown:
Principal and Interest \$ 499.29
Homeowner's Insurance \$ 97.75
Tax Escrow \$ 64.68
Flood Insurance \$
Mortgage Insurance \$

Total Monthly Payment\* \$ 661.72

The first payment is due on: JULY 1, 2015

Payment Address: LOANDEPOT.COM, LLC 26642 TOWNE CENTRE DRIVE

FOOTHILL RANCH, CALIFORNIA 92610

loanDepot.com will eventually transfer your loan to a company with whom we have a relationship to service the loan and collect monthly payments. This will not affect your interest rate or other loan terms. You will be notified in writing prior to us transferring your loan. We recommend that you do not set up automatic bill payments or bi-weekly (accelerated) payment plans until you receive notice from the new servicing partner where to send your monthly

payment.

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<sup>\*</sup>If homeowner's insurance, taxes or mortgage insurance is not indicated above, that means loanDepot.com will NOT be collecting these each month to be paid on your behalf. In that case, Homeowner's Insurance and Property Taxes will be your responsibility to pay when they come due.



#### CUSTOMER INFORMATION PACKAGE

#### KEY DOCUMENTS TO BE SIGNED AT CLOSING

Below is a description of some key documents you will sign at your closing:

#### **SETTLEMENT STATEMENT (HUD-1)**

This statement breaks down all payoffs, closing costs and third-party fees payable at closing. This includes the loan origination fee; the charge you might pay (points) or credit you might receive (rebate) for the chosen interest rate; as well as amounts to be set aside in an escrow account for taxes and insurance (if applicable).

If you have property taxes due or homeowner's insurance due within 45 days of the first payment date, these will also be collected at closing and shown on this statement.

The bottom line (Line 303) shows if there is money due from you (because the new loan doesn't cover everything) or money being refunded to you (because the new loan sufficiently covers everything).

#### NOTE

This document is your promise to repay your loan. It contains many of the important terms, such as your loan amount, interest rate, due dates and late charges. The payment shown in your note is the principal and interest (not including any taxes or insurance to be collected, if applicable).

#### MORTGAGE/DEED OF TRUST (AND RIDERS)

This document (sometimes called the security instrument) contains the legal description of your property (which may be "attached"), and secures to the Lender repayment of the debt outlined in your note using the property as collateral. This document is recorded in your county recorder's office, and outlines the manner in which the Lender can take action for non-payment.

This document also sets forth your agreement to keep the property insured, pay all property taxes, and otherwise keep the property in good condition.

The Mortgage or Deed of Trust sometimes includes "Riders," which apply to particular types of properties (i.e., Condominiums) or loan types (i.e., Adjustable Rates).

#### FEDERAL TRUTH-IN-LENDING STATEMENT (TIL)

This is a federally-required form showing the "Annual Percentage Rate" (APR) on your loan. The APR is not the same as your interest rate. The APR calculation includes items in addition to interest, so it is typically higher than your note rate. It is a combination of the amount of interest to be paid over the life of the loan, along with the pre-paid **finance charges\*** calculated as an annual rate. One of the purposes is to compare the true cost of one loan to another.

\* Finance charges typically include prepaid items, such as: origination fees, points, certain third-party services (i.e., "settlement fee"), as detailed on the form "Itemization of Amount Financed." This is added to the loan just for the purposes of calculated the "APR."

David



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#### **CUSTOMER INFORMATION PACKAGE**

#### FREQUENTLY ASKED QUESTIONS

#### 1. What is a "three-day right to cancel"?

a. Federal law regarding refinance transactions (not including "Second Homes" or "Investment Properties") requires a period of three business days immediately following the closing during which time you can cancel (or rescind) the closing. The lender cannot complete the loan or disburse any funds until after the three-day period ends.

If this applies to your loan, a Notice of Right to Cancel document will be included.

#### 2. What is an "escrow account" (or impound account)?

a. An escrow account is set up at the time of closing to be used by the lender to collect and pay your property taxes, homeowner's insurance and private mortgage insurance (if applicable). Money must be deposited in the account at closing to ensure sufficient funds are available to pay the next bill coming due. You will continue to pay into the account with part of your monthly mortgage payment to ensure sufficient funds are also available to pay future payments.

For certain loans, the escrow account is required (for example, all FHA Loans require an Escrow Account). For other loans (typically those below 80% loan-to-value), the escrow account may be optional.

Your loan documents will specify if we are setting up an escrow account for you.

#### 3. What is Private Mortgage Insurance?

a. On certain loans, the lender obtains Private Mortgage Insurance (PMI) to protect them in case of default. The borrower pays the premium for PMI, typically as a portion of the monthly mortgage payment.

Private Mortgage Insurance is typically required when the loan-to-value is greater than 80%. In addition, all FHA loans require monthly insurance premiums.

Your loan documents will specify if the loan includes mortgage insurance.

#### 4. Why is it called an "estimated" HUD-1 (settlement statement)?

a. The lender is bound by the fees shown on the HUD-1, unless there is a valid change in circumstances that affects the pre-paid items. In most cases, these fees will not change after closing, but certain fees are still "estimated."

An example of this is the "pre-paid" interest: you pay at closing the interest due on the new loan for the remainder of the month, and the funding date might change. If the loan funds one day later, you will pay one day less of "pre-paid" interest. Another example is "recording fees" - because each local jurisdiction may charge per page, and there may be a small change to recording fees based on the number of pages recorded.

You will receive a "Final" HUD-1 from the settlement agent once your loan funds.

#### 5. Why is the mortgage payoff on the HUD-1 higher than my "current balance"?

a. Each month, your mortgage company probably sends you a payment coupon or statements that include your "current balance." This is typically the balance reported to the credit reporting agencies as well. However, your mortgage also probably accrues interest daily (per diem) between payments. Therefore, when paying off the loan in full, the actual payoff will include the "current balance" plus interest due since the last payment, along with any other money due to your existing lender.

The payoff on the HUD-1 is based on a written payoff demand from your lender.

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#### **CUSTOMER INFORMATION PACKAGE**

#### 6. Where is the credit of my initial 'lock-fee'?

a. When we fund your loan, the Lock-In Fee is credited to your closing costs on the settlement statement (HUD-1). It is not credited back on the original credit card (if paid that way). You can see this credit on line 204 of the HUD-1. For example, if you paid a \$495 Lock-In Fee, you will see a credit for \$495 on the HUD-1, and this impacts the amount due at closing (by reducing it) or the amount of cash-out (by increasing it).

#### 7. Where do I make my first payment? Will I receive a "coupon book"?

a. Typically, you will make your first payment to loanDepot.com, but you will not receive a "coupon book." loanDepot.com will eventually transfer your loan to a company with whom we have a relationship to service the loan and collect monthly payments. This will not affect your interest rate or other loan terms. You will be notified in writing prior to us transferring your loan. You can make your first payment to:

```
LOANDEPOT.COM, LLC
26642 TOWNE CENTRE DRIVE
FOOTHILL RANCH, CALIFORNIA 92610
```

#### Detailed information is shown on the 'Payment Letter' in your Loan Documents.

#### 8. Should I continue making my existing mortgage payments? How might that effect this loan closing?

a. loanDepot.com always encourages borrowers to continue making mortgage payments as they come due until you are notified that your new loan has "funded." Only you best know the current due date and applicable grace period provided by the existing lender. If you make additional mortgage payments after this closing date, you can request we update the written "payoff demand" from which your current payoff is based. However, it is not always feasible to update the payoff demand before funding the new loan. In those cases, your existing lender may be "overpaid," and they are responsible for returning any overpayment to you directly.

#### 9. Will my mortgage be assigned to a new lender?

a. loanDepot.com will eventually transfer your loan to a company with whom we have a relationship to service the loan and collect monthly payments. This will not affect your interest rate or other loan terms. You will be notified in writing prior to us transferring your loan. We recommend that you do not setup automatic bill payments or bi-weekly (accelerated) payment plans until you receive notice from the new servicing partner.

#### You can reach loanDepot.com's <u>Loan Servicing</u> Department at 1-888-DEPOT-88.

#### 10. Can I setup a bi-weekly payment plan?

a. Bi-weekly payment plans may allow you to pay off your mortgage sooner. Generally, these programs withdraw ½ of your total mortgage payment from your bank account every 2 weeks. This results in 26 "half payments" (or 13 full payments) each year. Since only 12 payments are due, the 13th payment is applied to the principal, thereby reducing the balance faster than if you made regular payments.

Although loanDepot.com does not provide automatic payment or bi-weekly payment plans, many of our servicing partners offer this type of payment program. They may or may not charge a service fee to setup such a plan or processing fee to accept payments this way. Until you are transferred to a company to collect the monthly payments, you will not be able to setup bi-weekly payments.

However, you can achieve the same results by simply making one additional payment towards principal each year. Alternatively, you can you could make an additional 1/12th principal payment (or some other amount) each month. The additional payment can be mailed with your normal payment.

#### 11. What if I receive a tax bill or insurance bill after closing

a. You are responsible for the timely payments of both taxes and insurance. However, if your new loan is setup with an escrow account (whereby we are collecting taxes and insurance from you monthly to pay on your behalf) or the settlement statement (HUD-1) indicates upcoming taxes or insurance were collected as part of the closing, then you can mail the document to loanDepot.com's Loan Servicing Department:

```
Tax Bills
loanDepot.com, LLC
6053 S Fashion Square Drive
Suite 200
Murray, UT 84107
Servicer Loan Number: 0070733027
26642 Towne Centre Drive Foothill Ranch, CA 92610 loanDepot.com 1-888-DEPOT88
```





#### **CUSTOMER INFORMATION PACKAGE**

# FREQUENTLY ASKED QUESTIONS REGARDING CERTAIN DOCUMENTS IN THE LOAN PACKAGE (Listed here in the order they typically appear)

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- **1. HUD-1:** See page 3 of this Customer Information Package for details on the HUD-1.
- **2. ALLONGE:** The Allonge is an additional piece of paper that allows for information that cannot be printed on your NOTE. Typically this includes adding additional endorsements when your loan is transferred. You do not sign the Allonge, and it cannot change any terms contained within the note.
- 3. NOTE: See page 3 of this Customer Information Package for details on the NOTE.
- **4. MORTGAGE/DEED OF TRUST:** See page 3 of this Customer Information Package for details on the Mortgage/Deed of Trust.
- **5. GENERAL CLOSING INSTRUCTIONS:** The General Closing Instructions include the written instructions from the Lender to the Closing Agent to detail all the requirements that must be met before the loan can be "funded" and before monies are disbursed to all parties.
- FEDERAL TRUST-IN-LENDING DISCLOSURE (TIL): See page 3 of this Customer Information Package for details on the TIL.
- **7. ITEMIZATION OF AMOUNT FINANCED:** The Itemization of Amount Financed lists the pre-paid items that are included on the APR calculation on the TIL.
- **8. NOTICE OF RIGHT TO CANCEL:** The Notice of Right to Cancel includes the "Date of the Transaction" and therefore the date by which you have to cancel (typically 3 business days later). Each borrower should receive multiple copies (at least one to sign, two to keep so that if one of those two is sent in to cancel, you still have a remaining copy).
- **9. 4506-T:** The 4506-T form allows the lender to request a Transcript "Summary" of your most recent tax return filings. In most cases, you've already signed this at the beginning of the process, and we've already requested this from the IRS. The form is included again in the event another transcript summary needs to be requested. The authorization to do so with this form expires after 120 days.
- 10. RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE: The lender is required to make available to you the Credit Score(s) used in determining your loan approval. The lender must also include the Key Factors that (may have) adversely affected your score. These factors are copied verbatim from your credit report provided by the credit reporting agencies, and the lender has no control over what factors are used or how those factors are determined.
- 11. CUSTOMER IDENTIFICATION VERIFICATION: The government requires that financial institutions verify identification for each person who obtains financing. Instead of requiring you to submit a "copy" of this identification; the notary will certify that it was verified at the time of your closing.



#### **CUSTOMER INFORMATION PACKAGE**

- **12. HARDSHIP:** In the event we are closing towards the end of the month, and the loan doesn't fund until the beginning of the next month, then your first payment might be due within less than 30 days. This document acknowledges that possibility.
- **13. IMPOUND AUTHORIZATION:** This document will show whether the lender is REQUIRING an Escrow/Impound Account for the collection of property taxes and insurance, and in cases where it's not required, it will reflect whether the borrower is REQUESTING an Impound/Escrow Account.
- **14. INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT (if included):** This document will show the deposits to and payments from the Impound/Escrow account. Each month the borrower pays into the account (as part of their mortgage payment), and at scheduled times throughout the year the Lender pays out property tax and insurance bills from this account. The purpose is to show how much money needs to be collected upfront (at closing), along with ongoing monthly contributions, so that the account never drops below a pre-determined "cushion" (typically the low balance will never be less than at least 2-months of each).
- **15. PAYMENT LETTER TO BORROWER:** This document outlines the first payment due date, the amount of the payment due, along with instructions on where to make the first payment.
- 16. SIGNATURE AFFIDAVIT AND AKA STATEMENT: This document serves two purposes. First, the signature affidavit is for the notary to acknowledge the way you've signed the document is your signature. It is important that this signature match those throughout the loan package. Second, the AKA statements lists all known name variations (typically drawn from your credit report and other documents you've provided). You need to sign next to each to acknowledge the name variation. Sometimes the credit reporting agencies include name variations that are not names you are known as. In that case, you can write "not known as" next to the erroneously reported name variation.

## SIGNING TIPS (NOTARY/ATTORNEY: SIGN THIS FORM)

#### SIGNING "DO'S AND "DON'TS"

#### DO:

- Confirm address and borrower name(s) on documents
  - o Borrower names will match their vesting on title
- Have all parties sign consistently throughout the package
  - Be sure signature affidavit matches signature throughout
- Complete notary acknowledgment sections, including stamp
  - o Confirm or correct and initial closing county, if applicable
- Pay close attention to Right-to-Cancel dates
  - o Correct dates only with borrower initials, when applicable
- Be sure borrower signs and dates when date is indicated
  - o Be sure to date all documents that have "Date" fields
- Instruct the borrower to "check boxes" when choices exist
  - o Examples include Appraisal Notifications and CA Per Diem Forms

#### DO NOT:

- Include signatures or dates on documents where **not** indicated
- Permit borrowers to "under-sign" (sign the name as printed)
- Allow a "non-borrower" to sign the NOTE
  - o Unless NOTE specifically indicates it is required
- Sign the Notice of Right-to-Cancel under "I wish to cancel"
  - o Unless they intend to rescind the transaction
- Allow anyone to write-on or mark-up documents
- Change numbers or terms on the documents

#### **NOTARY/ATTORNEY SIGNATURE:**

I acknowledge that I have read and understand the above instructions.

Sign:	Date:
31g11,	Daic





This Instrument Was Prepared By: LOANDEPOT.COM, LLC 26642 TOWNE CENTRE DRIVE FOOTHILL RANCH, CA 92610 1-888-337-6888

After Recording Return To:

LOANDEPOT.COM, LLC ATTN: DOCUMENT CONTROL

26642 TOWNE CENTRE DRIVE

FOOTHILL RANCH, CALIFORNIA 92610 Loan Number: 100585626

Space Above This Line For Recording Data

#### DEED OF TRUST

The maximum principal indebtedness for Tennessee recording tax purposes is \$ 100,000.00

MIN: 100853701005856264 **MERS Phone: 888-679-6377** 

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated MAY 22, 2015 , together with all Riders to this document.
- (B) "Borrower" is EDNA ROBINSON FAY, UNMARRIED

Borrower is the trustor under this Security Instrument.

(C) 'Lender' is LOANDEPOT.COM, LLC

LIMITED LIABILITY COMPANY Lender is a and existing under the laws of DELAWARE Lender's address is 26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CALIFORNIA 92610

FIDELITY NATIONAL TITLE INSURANCE COMPANY (D) "Trustee" is

a resident of NASHVILLE , Tennessee.

(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



organized

<b>instrument.</b> MERS is organized and e	xisting under the laws of Delaware, and has an address and telephone number
of P.O. Box 2026, Flint, MI 48501-20	026, tel. (888) 679-MERS.
(F) ''Note'' means the promissory not	e signed by Borrower and dated MAY 22, 2015 .
The Note states that Borrower owes Le	nder ONE HUNDRED THOUSAND AND 00/100
	Dollars (U.S. \$ 100,000.00 ) plus interest
Borrower has promised to pay this de	ebt in regular Periodic Payments and to pay the debt in full not later than
JUNE 1, 2045	
(G) 'Property' means the property th	at is described below under the heading "Transfer of Rights in the Property."
(H) 'Loan' means the debt evidenced	by the Note, plus interest, any prepayment charges and late charges due under
the Note, and all sums due under this S	Security Instrument, plus interest.
(I) ''Riders'' means all Riders to this S	Security Instrument that are executed by Borrower. The following Riders are
to be executed by Borrower [check box	as applicable]:
Adjustable Rate Rider	☐ Planned Unit Development Rider
☐ Balloon Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	Second Home Rider
Condominium Rider	Other(s) [specify]

- (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) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) '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.
- (Q) "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 Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "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 Loan, and all renewals, 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 of RUTHERFORD:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE PRELIM SEE PRELIM

A.P.N.: 029G A 00500

#### **Derivation Clause**

The instrument constituting the source of the Borrower's interest in the foregoing described property was a recorded

in the Register's Office of RUTHERFORD County, Tennessee.

which currently has the address of 112 CEDAR RIDGE DR

[Street]

LA VERGNE , Tennessee 37086 ("Property Address"): [Zip Code]

TO HAVE AND TO HOLD, the aforedescribed property, together with all the hereditaments and appurtenances thereunto belonging to, or in anywise appertaining, unto the Trustee, its successors in trust and assigns, in fee simple forever.

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." Borrower understands and agrees that 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 assigns) 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 seised 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



#### **UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and 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 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments 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 Loan 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 first to any prepayment charges and then 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; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, 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 15 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 12 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 12 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 Loan.

**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 Loan. 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 Loan, 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 22 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 shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, 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 shall be in default 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. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 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.

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage



Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. 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, 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 19, 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.

- 12. 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 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.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.



Subject to the provisions of Section 18, 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 20) and benefit the successors and assigns of Lender.

14. Loan 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 Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 15. 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 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.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- **18.** Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "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 15 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.

19. 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 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 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. 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 Loan 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 15) 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. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances**. As used in this Section 21: (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.

#### **NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. 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 18 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 may 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by Applicable Law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in Section 15. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. 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, 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 the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale.

- **23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- **24. Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.
- **25. Waivers.** Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

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.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

	(Seal)		(Seal)
EDNA ROBINSON FAY	-Borrower		-Borrower
	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower
Witness:		Witness:	



	[Space Below This Line For Act	cnowledgment]
State of TENNESSEE	)	
County of RUTHERFORD	)	
On this 22ND day of	MAY 2015	, before me personally appeared
EDNA ROBINSON FAY		
		,
to me known to be the person (or pe that he/she/they executed the same		ecuted the foregoing instrument, and acknowledged leed.
	<del></del>	Notary Public
(Seal)	M	y commission expires:

Loan Originator: BRANDON VELLANDI, NMLSR ID 1032146 Loan Originator Organization: LOANDEPOT.COM, LLC, NMLSR ID 174457

TENNESSEE--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS Form 3043 1/01 Page 14 of 14

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#### Title No FNTGI-100585626-93662-CJ

#### **LEGAL DESCRIPTION**

#### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RUTHERFORD, STATE OF Tennessee, AND IS DESCRIBED AS FOLLOWS:

LAND IN RUTHERFORD COUNTY, TENNESSEE, BEING LOT NO. 31 ON THE PLAN OF DOVE CREEK, SECTION 5, AS OF RECORD IN PLAT BOOK 5, PAGE 76, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE 1S HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.

Parcel ID: 029G A 00500

Commonly known as 112 Cedar Ridge Drive, La Vergne, TN 37086 However, by showing this address no additional coverage is provided

The instrument constituting the source of the Borrower's interest in the foregoing described property was a Warranty Deed recorded in 952/3483 in the Register's Office of Rutherford County, Tennessee.

## **COMPLIANCE AGREEMENT**

STATE OF	ΓENNESSEE	) ) SS.	
COUNTY OF I	RUTHERFORD	)	
Loan Number: 2	100585626		
Seller(s): N/	A		
Lender: LO	ANDEPOT.COM, LLC		
Borrower(s):	EDNA ROBINSON FAY		
Property: 11	2 CEDAR RIDGE DR, LA	VERGNE, TENNESSEE 37086	
agrees, if requestioning documer seek guaranty or	sted by Lender or Closing Agent for ntation if deemed necessary or desirab market said loan to any entity, incl	n of the above referenced Lender this date funding the closing of the Lender, to fully cooperate and adjust for clerical errors, any or onle in the reasonable discretion of Lender to enable Lender to sell, duding but not limited to, an investor, Fannie Mae, Freddie Mac, fairs or any municipal bonding authority.	all loan convey,
30 day	ys from the date of mailing said req	h all above noted requests by Lender or Closing Agent for Lender quests. Borrower(s) agree(s) to assume all costs including, by fees and marketing losses, for failing to comply with correction r	way of
	d be acceptable in the market place i	covenant in order to assure that the loan documentation executed t n the instance of transfer, sale or conveyance by Lender or its int	
Dated effective	MAY 22, 2015	·	
EDNA ROBI	NSON FAY		



COMPLIANCE AGREEMENT COMP.LSR 08/29/14

Sworn to and subscribed before me this	day of		
		Notary Public	
		Notary 1 ubile	
(Seal)		My Commission Expires:	

## **OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT**

ST	ATE OF TENNESSEE )
СО	UNTY OF RUTHERFORD ) ss:
BE ED	FORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared NA ROBINSON FAY
wh	(the "Borrower"), o upon being duly sworn on oath, certified as follows:
1.	<b>Material Inducement:</b> Borrower understands and agrees that the statements contained herein are given as a material inducement to LOANDEPOT.COM, LLC
	(the "Lender"), and Lender is relying upon such statements, to make a mortgage loan (the "Loan") to Borrower, repayment of which is secured by a Mortgage, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086
	(the "Property").
2.	Occupancy: [check one box only]
	Principal Residence. Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence for at least one (1) year from the date that Borrower first occupies the Property. However, Borrower will not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if Lender agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.
	Second Home. Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.
	<b>Investment.</b> The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.
3.	<b>Financial Status:</b> Borrower understands that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the residential mortgage loan application given by Borrower to Lender (the "Loan Application"). Borrower hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower's financial status (such as Borrower's employment, income, available cash, debts, expenses, credit obligations, and the like), has not changed significantly and that the such information accurately reflects Borrower's current financial status. Borrower certifies further that Borrower has not received a layoff notice or otherwise have knowledge of a pending layoff, and Borrower, to the best of Borrower's knowledge and belief, is unaware of any events or circumstances in the foreseeable future that would impair or have an



adverse effect on Borrower's ability to fulfill Borrower's Loan obligations, including, but not limited to Borrower's obligation to make required periodic payments.

4. False, Misleading or Inaccurate Statements: Borrower understands that Borrower will be in default under the terms of the Security Instrument if, during the application process for the Loan, 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, including, but not limited to, representations concerning Borrower's occupancy of the Property and Borrower's financial status. Borrower understands further that any intentional or negligent misrepresentation(s) of the information contained in, or made in connection with, the Loan Application may result in severe civil and/or criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which Borrower has made on or in connection with the Loan Application.

Borrower EDNA ROBINSON FAY	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date
Subscribed and sworn to before me this	day of		•
			(Notary Public
(Notary Seal)			



# S

## SIGNATURE AFFIDAVIT AND AKA STATEMENT

#### SIGNATURE AFFIDAVIT

I, certify that this is my true and correct signature:	,
	SIGN HERE
Borrower	Sample Signature
AKA STA	TEMENT
I, further certify that I am also known as:	,
•	SIGN HERE
Name Variation (Print)	Sample Signature (Variation)
$\mathbf{M}$	SIGN HERE
Name Variation (Print)	Sample Signature (Variation)
	SIGN HERE
Name Variation (Print)	Sample Signature (Variation)
P	SIGN HERE
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
State of	
County of	
Subscribed and sworn to (or affirmed) before me on this	day of , by
personally known to me or proved to me on the basis of satisfa	actory evidence to be the person(s) who appeared before me.
(seal)	Signature



## SIGNATURE AFFIDAVIT AND AKA STATEMENT

#### SIGNATURE AFFIDAVIT

I, EDNA ROBINSON FAY certify that this is my true and correct signature:	,
certify that this is my true and correct signature.	
EDNA ROBINSON FAY Borrower	Sample Signature
AKA STA	TEMENT
I EDNA DODINGON EAV	
I, EDNA ROBINSON FAY further certify that I am also known as:	•
FAY, EDNA	
Name Variation (Print)	Sample Signature (Variation)
FAY, EDNA R	
Name Variation (Print)	Sample Signature (Variation)
DODINGON FDNA	
ROBINSON, EDNA Name Variation (Print)	Sample Signature (Variation)
ROBINSON, FAY EDNA	
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
Name Variation (Print)	Sample Signature (Variation)
,	
State of TENNESSEE	
County of RUTHERFORD	
Subscribed and sworn to (or affirmed) before me on this	day of, by
EDNA ROBINSON FAI	
personally known to me or proved to me on the basis of satisf	actory evidence to be the person(s) who appeared before me.
(seal)	Signature



#### NOTE

MIN: 100853701005856264 Loan Number: 100585626

MAY 22, 2015 FOOTHILL RANCH CALIFORNIA [Date] [City] [State]

112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

[Property Address]

#### BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 100,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is LOANDEPOT.COM, LLC

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."

#### 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 4.375 %.

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.

#### 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 1st day of each month beginning on 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, 2045 , 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 26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CALIFORNIA 92610

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. \$ 499.29

#### 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.

#### 5. LOAN CHARGES

If a law, which applies to this loan 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 loan 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 may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED \*\* See attached Late Fee

\*\* See attached Late Fee Addendum to Promissory Note

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 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.

#### (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. Those expenses include, for example, reasonable attorneys' fees.

#### 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.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under 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. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (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 15 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.

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

(Seal)	(Seal)		
-Borrower	-Borrower	ROBINSON FAY	EDNA
(Soal)	(Seel)		
-Borrower	(Seal) -Borrower		
(Seal) -Borrower	(Seal) -Borrower		

Loan Originator: BRANDON VELLANDI, NMLSR ID 1032146 Loan Originator Organization: LOANDEPOT.COM, LLC, NMLSR ID 174457

[Sign Original Only]



### **ALLONGE**

**Loan Number:** 100585626 **Loan Date:** MAY 22, 2015

Borrower(s): EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

Principal Balance: \$100,000.00

#### PAY TO THE ORDER OF

#### Without Recourse

Company Name:	LOANDEPOT.COM, LLC				
By:				(Title)	



## LATE FEE ADDENDUM TO PROMISSORY NOTE

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

THIS LATE FEE ADDENDUM ("ADDENDUM") is made this 22nd day of MAY, 2015 and is incorporated into and intended to form a part of the Promissory Note (the "Note") dated the same date as the Addendum executed by the undersigned and payable to LOANDEPOT.COM, LLC

(the "Lender").

**THIS ADDENDUM** supersedes and replaces Section replace or revise any other Section of the Note.

6(A) of the Note. This Addendum does not supersede,

#### 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 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 the payment or \$15.00 (whichever is greater). I will pay this late charge promptly but only once on each late payment.

Borrower EDNA ROBINSON FAY	Date	Borrower	Dat
Borrower	Date	Borrower	Date
Rorrower	Date	Borrower	Dat



### **CERTIFICATION ADDENDUM TO HUD-1 SETTLEMENT STATEMENT**

Loan Number: 100585626

Property Address: 112 CEDAR RIDGE DR LA VERGNE, TENNESSEE 37086

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 copy of the HUD-1 Settlement Statement.

EDNA RO	DBINSON	FAY Bo	rrower		Seller
		D.			G. II
		Во	rrower		Seller
		Во	rrower		Seller
	Во	rrower		Seller	
		Во	rrower		Seller
	Во	rrower		Seller	
		Statement which I have pre be disbursed in accordance		ecount of this transaction	. I have caused or
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.



## **ADDENDUM TO HUD-1**

Loan Number: 100585626

File Number:

Borrower: EDNA ROBINSON FAY

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN			
809.	LOAN ORIGINATION FEE to: LOANDEPOT.COM, LLC	1,595.00		
1100.	TITLE CHARGES			
1110. 1111. 1112.	SUB-ESCROW FEE to: LD ESCROW  TITLE/CPL to: Other  TITLE COURIER/EXPRESS MAIL FEE to: Other  LENDER'S TITLE INSURANCE to: FIDELITY NATIONAL  TITLE (SUB ESCROW)  RECORDING SERVICE FEE to: Other	50.00 50.00 29.16 360.00		
1113.		40.00		
	PAYOFF to US BANK HOME MORTGAGE		95,428.00	
	ADDENDUM PAYOFF TOTAL		95,428.00	

Signature	EDNA ROBINSON	FAY	Date	Signature	Date
Signature			Date	Signature	Date
Signature			Date	Signature	Date



# AMENDMENT TO CLOSING INSTRUCTIONS

Two certified copies of Borrower's and Seller's Settlement Statements must be forwarded within 24 hours after disbursement. Disbursement must be done within 24 hours of receipt of funds. If disbursement is not done within 24 hours, you must notify Funding Manager and Betty Kranig.

# **EXECUTION OF DOCUMENTS**

- 1. Each Borrower must sign all documents exactly as his or her name appears on the blank line provided for his or her signature. All signatures must be witnessed if required or customary. All signature acknowledgments must be executed by a person authorized to take acknowledgments in the state of closing.
- 2. Any correction to loan documents must be approved in writing by us in advance. No white-out permitted. Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.

# POWERS OF ATTORNEY

- 1. All Powers of Attorney must be provided to and approved by us in advance. If approved, the Power of Attorney must be recorded in the same county(ies) in which the Security Instrument is recorded, and a certified copy provided to us.
- 2. The Power of Attorney must be a "Specific" Power of Attorney, specific to this transaction. The POA must contain the Property Address, must be notarized and must specify what transactions the grantee is permitted to consummate.
- 3. The Power of Attorney must be dated prior to any document executed with the Power of Attorney and must record prior to the Security Instrument.
- 4. To ensure the grantor is aware of the transaction, at least one upfront document must be signed by them, besides the POA.
- 5. The Grantee must have a personal or financial relationship with the Grantor.
- 7. In all states, documents executed by the attorney-in-fact must include the principal's name, the agent's name, and the agent's capacity (attorney-in-fact) in the signature. The agent's capacity (attorney-in-fact) must be written out in its entirety as abbreviations (AIF, POA, etc.) are not acceptable. Additionally, the document(s) should have the same information typed or written.
- 8. Samples of Power of Attorney Signature Requirement and typed signature line

Jane Doe by John Smith, Attorney-in-Fact	Jane Doe by John Smith, her attorney in fact
Jane Doe by John Smith, Attorney-in-Fact	Jane Doe by John Smith, her attorney in fact
Jane Doe by John Smith as attorney in fact	Jane Doe by John Smith as her attorney in fact
Jane Doe by John Smith as attorney in fact	Jane Doe by John Smith as her attorney in fact
Jane Doe by her attorney in fact John Smith	Jane Doe by attorney in fact John Smith
Jane Doe by her attorney in fact John Smith	Jane Doe by attorney in fact John Smith

# **RESCISSION**

- 1. If the transaction is subject to rescission, provide each borrower and each person having any ownership interest in the security property with two (2) copies of the completed Notice of Right to Cancel. The Notice must be properly completed (including all dates) and each borrower and person given two notices must execute an acknowledgment of receipt. Your failure to properly complete and provide the Notices to each person entitled to receive them will delay this funding.
- 2. No Borrower or other person having an ownership interest in the security property may modify or waive his or her right to rescind without our prior written consent.
- 3. If any Borrower or other person having an ownership interest in the security property indicates that he or she wishes to cancel this transaction, contact us immediately for further instructions.

# **HAZARD INSURANCE** (Not Required by Escrow, Provide to Lender Only). May be required by escrow if being paid through escrow.

- 1. The Borrower(s) must provide satisfactory evidence of hazard insurance coverage and flood insurance coverage if the Property is located in a special flood hazard area.
- 2. Coverage for Single Family and Multiple Unit Properties

The lesser of:

- 100% of the insurable value of the improvements as established by the property insurer, or
- The unpaid principal balance, as long as it equals 80% of the insurable value of the improvements.



**NOTE:** California Properties - lenders are prohibited from requiring hazard insurance in an amount exceeding the replacement value of the improvements on the property.

# 3. Condominiums and PUDs with "all risk" policies

- 100% of the insurable value of the projects improvements including the individual units in a condominium.
- \$1 million liability per occurrence

All policies must include the following endorsements, as applicable:

- Guaranteed Replacement Cost or Replacement Cost endorsements.
- An Agreed Amount endorsement also is required if the policy includes a coinsurance clause.
- An Inflation Guard Endorsement, when it can be obtained
- A Building Ordinance or Law Endorsement
- Steam Boiler and Machinery Coverage endorsement if the project has central heating or air conditioning

The required coverage amount is \$2,000,000 or for the replacement value of the building that houses the equipment.

- 4. **Deductibles.** The maximum deductible may be up to 5% of the face amount of the policy, unless a higher maximum amount is required by state law. If individual deductibles apply to losses from named perils, such as (fire, water not caused by flooding, or wind) then each deductible may not exceed 5% of the dwelling coverage. Refinance Loans Investors require a minimum of three months remaining coverage at the time of sale of the loan. To comply with this requirement, Insurance policies due within 45 days of the first payment date should be paid in full at close. If the premium is not available, the policy should be rewritten with a new inception date.
- 5. **Attached Condominiums and PUDs.** Most condominium projects have "master" or "blanket" policies that address all the insurance requirements for each unit. Each loan must contain a copy of the master policy as well as a copy of the Evidence of Insurance that specifies the individual unit.
  - The named insured must be in the exact name of the association.
  - Liability must be a minimum of \$1,000,000. Liability policy is required in all states except CA.
  - In California, the minimum requirement for liability coverage is \$2,000,000 for projects 100 units or less and \$3,000,000 for projects with more than 100 units.
  - Hazard policy must cover 100% of the insurable value and include a Guaranteed Replacement Cost Endorsement or a Replacement Cost Endorsement.
  - Deductible may be up to 5% of the face amount of the insurance policy.
  - Fidelity bond coverage is required for the new and established projects with more than 20 units. The insurance policy must name the homeowner's association as the insured and the premium must be paid as a common expense by the HOA. Coverage must:
    - Meet the minimum coverage required by state law in those states that have statutory fidelity insurance requirements, or
    - If no state law exists, an amount sufficient to cover three months of the homeowners' association dues, plus the amount of annual dues allocated to reserves.

Attached condominiums, including 2-4 units, must also contain a HO-6 "walls-in" hazard insurance coverage policy unless the master insurance policy of the HOA covers the interior of the unit. The HO-6 policy must provide coverage in the amount of at least 20% of the appraised value with a 5% maximum deductible.

- 6. **Detached Condominium and PUDs Requirements.** PUD/detached condominium projects usually carry master policies for common elements and amenities, but do not include the residences. Individual lots are usually covered by individual owner policies. Occasionally, however, a PUD/detached condominium association may carry a master hazard insurance policy that includes residences. This type of master hazard insurance policy is an acceptable alternative to individual dwelling policies but you must use caution in determining what is covered by the master policy. A review of the master policy is required only if the individual residences do not have separate hazard insurance.
  - Named insured policy must be in the exact name of the PUD/detached condominium association.
  - Liability Coverage PUDs: a minimum \$1,000,000 liability policy is required in all states
  - Detached condominiums a minimum \$1,000,000 liability policy is required in all states except CA. CA's minimum requirement for liability coverage is \$2,000,000 for projects 100 units or less and \$3,000,000 for projects with more than 100 units.
  - Hazard Coverage No master policy verification is required. Each individual owner must provide a hazard insurance policy for the PUD/detached condominium residence. If all hazard insurance is carried by the PUD/detached condominium association's master hazard insurance policy that includes all residences, the policy must cover 100% of the insurable value and must include an insurable value endorsement.
  - Hazard Deductible can be up to 5% of the face amount of the insurance policy. If the policy has separate deductibles for named perils (fire, water, not caused by flooding, or wind), then each deductible may not exceed 5% of the dwelling coverage.
- 7. **Rent Loss Insurance.** Proof of rent loss insurance covering at least 6 months of gross monthly rent is required if using rental income to qualify the borrower on conventional financing when the subject property is a 1-4 unit investment property or 2-4 unit owner occupied property.
- 8. **Payment of Hazard Insurance.** Acceptable evidence of payment of hazard insurance may be in one of the following forms:
  - Payment amount is deducted on the HUD-1 Policy or binder stating the premium amount has been paid in full
  - Paid receipt from the insurance agent or insurance company



- Cancelled check, copy of front and back
- Payments paid monthly must be verified as an auto pay. If the premium is paid monthly directly by the borrower, verification of 12 months payments is required on insurance company letterhead or by copies of cancelled checks.
- 9. Insurance Binder. An insurance binder at loan closing will be acceptable provided the binder is:
  - Issued by a licensed local recording agent
  - Accompanied by a paid receipt
  - Replaced by an original insurance policy within 30 days

# FLOOD INSURANCE

**General Requirements.** A Standard Flood Hazard Determination (flood certificate) is required for all loans. Flood Insurance is required if all or part of the property improvements are located in a Special Flood Hazard Area (SFHA). Food insurance is required even if the mortgaged premises (such as a condominium unit on the fourth floor) are above the 100-year flood boundary.

1. Special Flood Hazard Areas

A	A99	AR/AH	AO	AR	AR/AO
AH	AR/A	V	A1-A30	AR/AE	V1-V30
AE	AR/A1-30	VE			

If the Flood Designation Area on the flood certificate indicates "None" because the subject area has not yet been mapped by FEMA, flood insurance is required.

# 2. Maximum Coverage Available Through NFIP

The maximum insurance available under the appropriate National Flood Insurance Program (max NFIP) is \$250,000 per unit. This maximum available also applies to condominium and PUD projects.

- 3. **Flood Waiver.** The requirement for flood hazard insurance is waived only if a letter is obtained from FEMA stating that its maps have been amended and the property is no longer in a SFHA. Borrowers can seek a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR) from FEMA, stating that the maps have been amended or revised so that the property no longer lies in the SHFA.
- 4. **Mortgagee Clause.** All policies or riders documenting insurance coverage must have the insurance industry's standard mortgagee clause. The clause must provide that the insurer will notify the mortgagee at least 10 days before any reduction in coverage or cancellation of the policy.

```
loanDepot.com, LLC,ISAOA,ATIMA
Its Successors and/or Assignees
P.O. Box 202028
Florence, SC 29502-2028
Servicer Loan Number: 0070733027
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# GENERAL TITLE ENDORSEMENT INSTRUCTIONS

Mobil Homes and Manufactured Homes are not permitted, please contact lender if subject property is a manufactured home.

The following endorsements will be required under the following circumstances:

- 1. Standard endorsements = 100, 116 and 8.1 or the state equivalent
- 2. Property is a Condo = 115.1, 116.2 and 100.13, Planned Unit Development = 115.2
- 3. Property is a Leasehold Estate = 107.5
- 4. There are Oil and Gas Leases = 100.29, without depth restrictions = 100.23 with the right to surface entry = 100.24
- 5. With Easements that are: Undisclosed = 103.1, with water rights = 103.5, or that are Excessive (over 20 feet) = 103.6
- 6. If there is a "piggy back" (concurrent 1st and 2nd) = 105
- 7. If an ARM loan = 111.5, a GPM or Neg AM ARM = 111.8 or a Balloon = 111.9
- 8. Texas properties require a T-19 endorsement that affirmatively insures Lender against damage or loss due to the exercise of oil, gas, water and mineral rights. If the T-19 does not provide this coverage we required said coverage through either the T-19.2 or T-19.3, as appropriate based on property size and type.

# **GENERAL TITLE INSTRUCTIONS**

All title policies need to read:

loanDepot.com, LLC.
Its Successors and/or Assignees ATIMA
26642 Towne Centre Drive, Foothill Ranch, CA 92610

# **HUD-1 SETTLEMENT STATEMENT**

- 1. The final HUD-1 Settlement Statement must be completed at settlement and must accurately reflect all receipts and disbursements indicated in these closing Instructions and any amended closing instructions subsequent hereto.
- California Per Diem Interest For loans closing in the State of California, the law permits the collection of interest <u>one</u> <u>day</u> prior to the disbursement date of the loan. You are authorized to collect only day of interest prior to the disbursement date on all California loans.

**Exception to the law** - The law permits the collection of interest over the weekend when a loan funds on Friday or over a holiday when the loan funds one day prior to the holiday *only if* the borrower has signed a CA Per Diem Disclosure



authorizing the collection of interest over the weekend or holiday. Before charging interest over the weekend or a holiday, please confirm with the funder that we have a valid CA Per Diem Disclosure authorizing the charge.

- 3. Since this loan has an application date that is after 01/01/10, use the new version of the HUD-1.
- 4. If any changes to fees occur documents may need to be re-drawn and re-signed.
- 5. Send the original **signed** final HUD-1 Settlement Statement to us at the following address within 24 hours of settlement: 26642 Towne Centre Drive, Foothill Ranch, CA 92610, Attn: Collateral Group
- 6. All final HUD's must be stamped as a final true and correct copy of the final document.

# WET SETTLEMENT

- 1. **Wet** Settlement will only occur on Purchase Transactions in states where wet settlement is either mandated by state law or is customary in practice.
- 2. All conditions of the loan, evidence of hazard insurance and the closing protection letter must be obtained by us prior to release of documents and/or funds.
- 3. We will require that a faxed copy of the signed documents and the final HUD-1 settlement statement be faxed to the funder, prior to disbursement on the loan. You will need to obtain a disbursement authorization number upon our approval of the signed documents.
- 4. The following items are required in order to disburse:
  - Completed/Signed/Notarized/Dated Deed of Trust/Mortgage
  - Completed/Signed/Dated Note
  - Completed/Signed/Dated Truth-In-Lending
  - Completed/Signed 1003 (Loan Application)
  - Completed Signed Dated/Notarized Warranty Deed/Grant Deed/ Quit Claim Deed/Vesting Deed
  - All Notarized Documents
  - Right to Cancel Signed/Dated (if applicable)
  - Power of Attorney (if applicable)

# FUNDING OUT OF RESCISSION

- 1. Funding out of rescission as a rule, will only occur on Refinance transactions in states where the practice is mandated by state law.
- 2. All conditions of the loan, evidence of hazard insurance and the closing protection letter must be obtained by us prior to release of documents and/or funds.
- 3. We will require that a faxed copy of the signed documents and the final HUD-1 or HUD-1A settlement statement be faxed to the funder, prior to disbursement on the loan. You will need to obtain a disbursement authorization number upon our approval of the signed documents.
- 4. If the original signed loan documents are received at least 24 hours prior to the end of rescission, number 3 of this section shall not apply.

# **ADDITIONAL INFORMATION**

- If for any reason this loan does not close and/or disburse on a wet funding or disburse on a dry funding within 48 hours
  of your receipt of funds, immediately return all documents only to loanDepot.com, LLC, 26642 Towne Centre Drive,
  Foothill Ranch, CA 92610. Funds should be returned to the warehouse bank as indicated in the warehouse instructions.
  All funds should be returned to the warehouse bank that wired the funds. Funds should never be returned directly to
  loanDepot.com.
- 2. The borrower and settlement agent must sign these instructions as indicated by a signature line.

If you have any questions regarding any of these instructions, please contact loanDepot.com, LLC at 1-888-DEPOT88.



FROM:

LOANDEPOT.COM, LLC 26642 TOWNE CENTRE DRIVE FOOTHILL RANCH, CALIFORNIA 92610 Phone: (888)337-6888 Fax: (949)399-5536

TO:

LD ESCROW 26672 TOWNE CENTRE DRIVE, SUITE 310 FOOTHILL RANCH, CALIFORNIA 92610 (949)470-6226

ATTN:

Borrower(s): EDNA ROBINSON FAY RF

Property Address: 112 CEDAR RIDGE LA VERGNE, TENNESSEE 37086

Document Date: MAY 22, 2015

Closing Date: MAY 22, 2015

Disbursement: MAY 28, 2015

Case No.:

Loan No.: 100585626

App. No.:

Order No.:

Escrow No.:

# GENERAL CLOSING INSTRUCTIONS

Do not close or fund this loan unless ALL conditions in these closing instructions and any supplemental closing instructions have been satisfied. The total consideration in this transaction except for our loan proceeds and approved secondary financing must pass to you in the form of cash. Do not close or fund this loan if you have knowledge of a concurrent or subsequent transaction which would transfer the subject property.

You must follow these instructions exactly. These closing instructions can only be modified with our advance written approval. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us in writing to the contrary within 48 hours of your receipt hereof or if you disburse any funds to or for the account of the Borrower(s).

All documents with the exception of those to be recorded (Security Instrument, Riders, Corporation Assignment(s), Grant Deed, Quit Claim, Power of Attorney, etc.) must be returned to our office within 48 HOURS of the signing. Please Deed, Quit Claim, Power of Attorney, etc.) must be returned to our office within return certified copies of those documents that are to be recorded. Failure to comply with these instructions may delay funding.

Failure to deliver the closed loan package within 48 hours may result in Lender's inability to meet an Investor's delivery deadline, requiring your financial reimbursement to Lender for any expense or penalties.

# **EXECUTION OF DOCUMENTS:**

- Each Borrower must sign all documents exactly as his or her name appears on the blank line provided for his or her signature. All signatures must be witnessed if required or customary. All signature acknowledgements must be executed by a person authorized to take acknowledgements in the state of closing.
- 2 Any correction to loan documents must be approved in writing by us in advance. No white-out permitted. Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.
- All Powers of Attorney must be provided to and approved by us in advance. If approved, the Power of Attorney must be recorded in the same county(ies) in which the Security Instrument is recorded, a certified copy provided to us.

# **RESCISSION:**

- If the transaction is subject to rescission, provide each Borrower and each person having any ownership interest in the security property with two (2) copies of the completed Notice of Right to Cancel. The Notice of Right to Cancel must be properly completed (including all dates) and each borrower and person given two notices must execute an acknowledgement of receipt. Your failure to properly complete and provide the Notices of Right to Cancel to each person entitled to receive them will delay this closing.
- No Borrower or other person having an ownership interest in the Security Property may modify or waive his or her right 2. to rescind without our prior written consent.
- 3. If any Borrower or other person having an ownership interest in the security property indicates that he or she wishes to cancel this transaction, contact us immediately for further instructions.

# SURVEYS:

- A valid survey dated within 90 days of closing is required in areas where surveys are customary.
- 2. The survey must contain all relevant and customary information and certifications and the legal description, lot size and street must agree with the appraisal and closing documents.

# **HAZARD INSURANCE:**

- The Borrower(s) must provide satisfactory evidence of hazard insurance coverage and flood insurance coverage if the Property is located in a special flood hazard area.
- Dwelling coverage must be equal to the lesser of the loan amount or the full replacement value of the property 2. improvements, and must extend for either a term of at least one (1) year after the closing date for purchase transactions months after the closing date for refinance transactions.

3. Loss payee/mortgagee clause to read: loanDepot ISAOA/ATIMA PO Box 202028 Florence, SC 29502

**ACKNOWLEDGED AND AGREED:** 

Settlement Agent





FROM: LOANDEPOT.COM, LLC
26642 TOWNE CENTRE DRIVE
FOOTHILL RANCH, CALIFORNIA 92610
Phone: (888)337-6888
Fax: (949)399-5536

TO: LD ESCROW
26672 TOWNE CENTRE DRIVE, SUITE 310
FOOTHILL RANCH, CALIFORNIA 92610
(949)470-6226

ATTN:

Borrower(s): EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR LA VERGNE, TENNESSEE 37086

Document Date: MAY 22, 2015

Closing Date: MAY 22, 2015

Disbursement: MAY 28, 2015

Case No.:

Loan No.: 100585626

App. No.:

Order No.:

Escrow No.:

# SPECIFIC CLOSING INSTRUCTIONS

# LOAN DOCUMENTS:

We enclose the following documents necessary to complete the above referenced loan transaction:

(X) Note

(X) Allonge to Note Affidavit and Agrmnt. (X) Late Fee Addendum To

(X) Itemization of amt fin.

Deed of Trust

(X) (X) Settlement Statement Cert.
(X) Hazard Ins. Req.
(X) Borrowers Cert.
(X) Impound Auth.

(X) Closing Inst. Addendum (X) Cover Page

(X) Truth-in-Lending

(X) Compliance Agreement
(X) Patriot Act Rescission Notice

(X) 4506T (X) Payment Letter

Deliver one (1) copy of all loan documents to the Borrower(s); deliver one (1) copy of the Federal Truth-In-Lending Disclosure Statement to each Borrower.

# LOAN TERMS:

Loan Amount: 100,000.00

Initial Advance: Sales Price:

Term (Months): 360
Interest Rate: 4.375
Initial Payment: 499.29 First Payment Date: 07/01/15

Last Payment Date: 06/01/45 ARM Loan: ( ) Yes (X) No

Index: Margin:

Periodic Rate Cap: Lifetime Rate Cap: Lifetime Rate Floor: Interest Change Date: Payment Change Date:

Loan Purpose: REFINANCE

# PAYOFF REQUIREMENTS:

It is a condition to the funding of this loan that the following payoffs be made through this closing. Indicate payoffs on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff: PAYOFF to US BANK HOME MORTG \$95,428.00

# CONDITIONS TO BE SATISFIED PRIOR TO DISBURSEMENT OF LOAN PROCEEDS:

Max funds from borrower not to exceed \$0.00 or file to be reviewed by underwriter All mortgages must be paid current at time of closing with no additional lates Hazard insurance with sufficient coverage, evidence premium is paid and loss payee endorsement MAX ANNIAL PREM \$1173

\*\*SEE ATTACHED ADDENDM TO CLOSING INSTRUCTIONS\*\*

WE ARE TO BE AT NO EXPENSE IN THIS TRANSACTION

# TITLE INSURANCE REQUIREMENTS:

You are authorized to use funds for the account of the Borrowers and to record all instruments when you comply with the following:

- 1. THIS LOAN MUST RECORD IN 1ST LIEN POSITION ON OR PRIOR TO THE DISBURSEMENT DATE NOTED ABOVE. PROVIDE DUPLICATE ORIGINALS OF THE ALTA TITLE POLICY.
- 2. Vesting to read: EDNA ROBINSON FAY, UNMARRIED
- 3. Title Policy must contain the following endorsements (or their equivalents):  $8\ OR\ 8.1$ ,  $9\ OR\ 100$ , 116
- 4. ALTA Title Policy must be free from liens, encumbrances, easements, encroachments and other title matters except (i) the lien of our loan in the amount of our loan on the property described herein showing the Instrument or Document Number and the date of recording of the Security Instrument; (ii) general, specific, state, county, city, school or other taxes and assessments not yet due or payable: TAXES PAID CURRENT
  - (iii) other items as permitted by us; and (iv) the following items as shown on the preliminary title report, commitment, binder or equivalent dated  $\ APRIL \ 20$ ,  $\ 2015$

# **SECONDARY FINANCING:**

Secondary financing in the amount of \$ NONE

has been approved.



# **ESTIMATE OF FEES AND COSTS:**

\*\*ANY REBATE PRICING IS TO BE APPLIED TO FINANCE CHARGES FIRST \*\*

ПЕМ	AMOUNT	POC	PAID BY
LOAN ORIGINATION FEE to: LOANDEPOT.COM, LLC APPRAISAL FEE to: NATIONWIDE PROPERY AND APPR CREDIT REPORT FEE to: FIRST AMERICAN CREDCO FLOOD CERTIFICATION FEE to: LPS FLOOD SERVICE APPRAISAL DEPOSIT to: Other TAX SERVICE FEE to: Other ESCROW/SETTLEMENT/CLOSING FEE to: LD ESCROW LENDER'S TITLE INSURANCE to: FIDELITY NATIONA TITLE COURIER/EXPRESS MAIL FEE to: Other TITLE/CPL to: Other SUB-ESCROW FEE to: LD ESCROW RECORDING SERVICE FEE to: Other COUNTY RECORDER TN to: Other STATE TAX/STAMPS - TN R to: Other	\$1,595.00 \$425.00 \$10.00 \$10.00 \$395.00 \$500.00 \$500.00 \$29.16 \$50.00 \$50.00 \$178.00 \$112.70	\$395.00	Borrower

		Subtotal of Estimated Fees and Costs:	\$3,426.86
PER DIEM INTEREST: From: 05/28/15 (Anticipated Closing Date)  4 days at \$	To: 06/01/15  11.99 per day	Subtotal of Per Diem Interest:	s 47.96
IMPOUNDS/ESCROWS:		to us together with the original final HUD-	*
COUNTY PROPERTY TAX HAZARD INSURANCE CITY PROPERTY TAX	6 month(s) at \$	46.09 per month = \$ 276.54  97.75 per month = \$ 1,173.00  18.59 per month = \$ 111.54  per month = \$ per month = \$ Escrow Adjustment: \$ -388.08	1 ) 1
		Impound Subtotal:	\$1,173.00
		Mortgage Ins. Premium: TOTAL OF FEES AND COSTS:	\$ 4,647.82

# **HUD-1 SETTLEMENT STATEMENT:**

The **final** HUD-1 Settlement Statement must be completed at settlement and must accurately reflect all receipts and disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur documents may need to be re-drawn and re-signed. Fax a certified copy of the final HUD-1 Settlement Statement to LOANDEPOT. COM, LLC @ (949)399-5536

Attention: Quality Assurance . Send the original final HUD-1 Settlement Statement to us at the following address within 24 hours of settlement: 26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CALIFORNIA 92610

HUD line 103 cannot be a negative dollar amount. Request revised instructions from lender to properly allocate excessive rebate so that line 103 is not a negative dollar amount. If fees change post-close, resulting in line 103 being a negative dollar amount, the closing agent MUST contact the lender for instructions PRIOR TO DISBURSING any funds. Closing agent will be responsible for cost to cure such issues, if the lender is not notified beforehand.

**ADDITIONAL INFORMATION:** BORROWER MUST SIGN AND DATE THESE CLOSING INSTRUCTIONS.

If for any reason this loan does not close within 48 hours of your receipt of funds, immediately return all documents to Lender and wire all funds only to: LOANDEPOT.COM, LLC 26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CALIFORNIA 92610

If you have any questions regarding any of these instructions, please contact LOANDEPOT.COM, LLC at (888)337-6888



# Borrower EDNA ROBINSON FAY Date Borrower Date Borrower Date Borrower Date Borrower Date Borrower Date ACKNOWLEDGED AND AGREED:

Settlement Agent

**BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these Closing Instructions.



Date

FROM:

LOANDEPOT.COM, LLC 26642 TOWNE CENTRE DRIVE FOOTHILL RANCH, CALIFORNIA 92610 Phone: (888)337-6888 Fax: (949)399-5536

TO:

LD ESCROW 26672 TOWNE CENTRE DRIVE, SUITE 310 FOOTHILL RANCH, CALIFORNIA 92610 Phone: (949)470-6226

ATTN:

RE: Borrower(s): EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

Document Date: MAY 22, 2015

Closing Date: MAY 22, 2015

Disbursement Date: MAY 28, 2015

Case No.:

Loan No.: 100585626

App. No.:

Order No.:

Escrow No.:

# ADDENDUM TO CLOSING INSTRUCTIONS

(Additional conditions to be satisfied prior to disbursement of loan proceeds)

Loan approval valid until 08/13/2015

Final Loan Terms, AUS (DU,LP or LSC) ,  $1008/\text{FHA}\ \text{LT/VA}\ \text{Loan}$ Analysis, and UW Scenario to match. Final 1008/FHA LT/VA Loan Analysis to be saved/final stamped in M4.

FAIR compliance to be reviewed prior to docs being sent out (not required if closed as PIW)

Funder to run MERS prior to funding to confirm no undisclosed properties

Wells Fargo Pre-Funding Package to include AUS/DU Approval, Loan Condition Sheet with no open conditions, CPL dated within 120 days of funding, and Wire Instruction

HUD line 103 cannot be a negative amount

Appraisal Compliance: effective for app dates on or after 1/18/14, must confirm proof that all valuations utilized for the loan transaction have been sent to the borrower. This includes appraisals, desk reviews, field reviews, AVMs, LP certs with HVE values and any other valuation method. If there has been a value change since the most recent disclosure, the changed value must be disclosed. Not applicable to FHA Streamlines without appraisal.

Cash back to borrower may not exceed the lesser of \$2000 or 2% of the loan amount. (If subject property State is Texas, cash back to borrower must be zero)

Payoff the following liens: US BANK #1905

Verify final stamp AUS is #6 DU

Verbal VOE to be completed within 10 days prior to the NOTE

Verify loan passes ATR/QM Points and Fees Test in Empower & verify loan passes DocMagic ATR/QM Points and Fees Worksheet Test.

Funder to verify DocMagic reflects passing ATR/QM Points and Fees Test.

# **ACKNOWLEDGED AND AGREED:**



FROM:

LOANDEPOT.COM, LLC 26642 TOWNE CENTRE DRIVE FOOTHILL RANCH, CALIFORNIA 92610 Phone: (888)337-6888 Fax: (949)399-5536

TO:

LD ESCROW 26672 TOWNE CENTRE DRIVE, SUITE 310 FOOTHILL RANCH, CALIFORNIA 92610 Phone: (949)470-6226

ATTN:

RE: Borrower(s): EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

Document Date: MAY 22, 2015

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Order No.:

Escrow No.:

(CONTINUED)

# ADDENDUM TO CLOSING INSTRUCTIONS

(Additional conditions to be satisfied prior to disbursement of loan proceeds)

Funder to review UW History screen in Empower and validate the Current Values Risk Assessment field reflects AUS type (DU, LP or LSC) that matches the final stamped AUS type in M4 Docs.

For properties located in EOR states, GAP credit report to be run within 9 days of the note date (including FHA credit-qualifying streamlines). For properties located in dry states, GAP credit report to be run within 15 days of the funding date (including FHA credit-qualifying streamlines). UW to reconcile DTI discrepancies.

MTG stmt for NTB \*\*\*5/21 - LOE TO BE SIGNED BY BORR AT CLOSE\*\*\*

Date

# **ACKNOWLEDGED AND AGREED:**

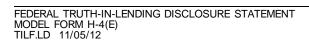




Loan Number:	_			Date:	
Creditor:					
Address:					
Borrower(s):	A				
Address:					
Disclosures marked with an					
ANNUAL	FINANCE	Amount		Total of	☐ Total Sale
PERCENTAGE	CHARGE	Finared	<b>A</b>	Payments	Price
RATE		I\ /			
The cost of your credit as	The dollar amount the	The amount o	r dit provided	The amount you will have	The total cost of your
a yearly rate	credit will cost you.	to you or on you	r behalf.	paid after you have made all	purchase on credit including
				payments as scheduled.	your down-payment of
					\$
%	\$	\$		\$	\$
INTEREST RATE AND F	•	Ψ		Ψ	Ψ
INTEREST RATE AND I	PATIVIENT SUMIVIARY				
Interest Date				0/	
Interest Rate				%	
Principal + Interest Payr				\$	
☐ Est. Taxes + Insurar	nce (Escrow)			\$	
				\$	
There is	s no guarantee that you	will be able	to refinance	to lower your rate and	payments.
	one guarantee mat yeu	50 05.0		To loner your rate and	payoo.
I	is obligation has a demand fea				
VARIABLE RATE FEATUR	RE: Your loan contains a variab	ole rate feature.	Disclosures abo	out the variable rate feat	e been provided to you earlier.



Baddagic **E**Forms



PROPERTY INSURANCE: You tain fire and other hazard insurance	ce from anyone you want that is acceptable to the Creditor.
SECURITY: You are giving a security interest in:  The goods or property being purchased Real property you	already own.
FILING FEES: \$	
LATE CHARGE: If payment is more than days late, you will b	e charged % of the
PREPAYMENT: If you pay off early, you  may will not have to pay a peralty may will not be entitled to a efund of part of the	finance charge.
ASSUMPTION: Someone buying your property may may, subject to conditions may not assu	me the remainder of your loan on the original terms.
See your contract documents for any additional information about non prepayment refunds and penalties.	payment, default, any required repayment in full before the scheduled date and
"e" means an estimate	except the late payment disclosures are estimates.
Each of the undersigned acknowledge receipt of a complete copy of this	lisque ure. The disclosure does not constitute a contract or a commitment to lend.
SIGN HERE DATE HERE	
Applicant Date	Applicant Date
	P
Applicant Date	Applicant Date
Applicant Date	Applicant Date





# FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Loan Number: 100585626 Date: MAY 22, 2015

Creditor: LOANDEPOT.COM, LLC

Address: 26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CALIFORNIA 92610

Borrower(s): EDNA ROBINSON FAY

Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

Disclosures marked with an "x" are applicable:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	☐ Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit including your down-payment of \$
4.577 %	\$82,130.01	\$97,610.88	\$179,740.89	\$N/A

# INTEREST RATE AND PAYMENT SUMMARY

	Rate & Monthly Payment		
Interest Rate	4.375%		
Principal + Interest Payment	\$ 499.29		
<ul><li>☑ Est. Taxes + Insurance (Escrow)</li><li>☐ Includes Mortgage Insurance</li></ul>	\$ 162.43		
Total Est. Monthly Payment	\$ 661.72		

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

**DEMAND FEATURE:** This obligation has a demand feature.

VARIABLE RATE FEATURE: Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.



NO OBLIGATION: You are not required to complete this agreement me	nerely because you have received these disclosures or signed	a loan application.
PROPERTY INSURANCE: You may obtain fire and other hazard insur-	urance from anyone you want that is acceptable to the Creditor	or.
SECURITY: You are giving a security interest in: 112 CEDAR  The goods or property being purchased X Real property you		37086
<b>FILING FEES:</b> \$ 290.70		
<b>LATE CHARGE:</b> If payment is more than $\frac{15}{\text{vor }}$ days late, you wi	will be charged 5.000 % of the payment.* 15.00 (whichever is greater)	
PREPAYMENT:       If you pay off early, you         may       X       will not have to pay a penalty.         may       X       will not be entitled to a refund of part of the pa	the finance charge.	
ASSUMPTION: Someone buying your property  may may, subject to conditions	assume the remainder of your loan on the original terms.	
See your contract documents for any additional information about r prepayment refunds and penalties.	nonpayment, default, any required repayment in full before	the scheduled date and
"e" means an estimate	ures, except the late payment disclosures, are estimates.	
Each of the undersigned acknowledges receipt of a complete copy of the	this disclosure. The disclosure does not constitute a contract	or a commitment to iend.
Applicant EDNA ROBINSON FAY Da	Date Applicant	Date
Applicant Da	Date Applicant	Date
Applicant Da	Date Applicant	Date



Lender: LOANDEPOT.COM, LLC

26642 TOWNE CENTRE DRIVE

FOOTHILL RANCH, CALIFORNIA 92610

Borrower(s): EDNA ROBINSON FAY 112 CEDAR RIDGE DR

LA VERGNE, TENNESSEE 37086

Date: MAY 22, 2015

Loan Number: 100585626

# ITEMIZATION OF AMOUNT FINANCED

■ AMOUNT GIVEN TO YOU DIRECTLY	\$	-75.82
■ AMOUNT PAID ON YOUR ACCOUNT: Homeowner's Insurance Reserves Property Tax Reserves Other Reserves:	1,173.00 388.08	
Aggregate Adjustment	-388.08	
AMOUNT PAID TO OTHERS ON YOUR BEHALF:  Appraisal Fee to: NATIONWIDE PROPERY AND APPRAISAL SERVICE  Credit Report Fee to: FIRST AMERICAN CREDCO  Hazard Insurance Premium  Document Preparation Fee  Notary Fee	425.00 10.00	
Owner's Title Ins. Premium  Recording Fee  LENDER'S TITLE INSURANCE to: FIDELITY NATIONAL TITLE (SUB ESCROW)  COUNTY RECORDER TN to: Other  STATE TAX/STAMPS - TN R to: Other  APPRAISAL DEPOSIT to: Other	360.00 178.00 112.70 395.00	(395.00 POC/B)
PAYOFF: SEE ATTACHED SCHEDULE	95,428.00	
LOAN PROCEEDS TO:		
- AMOUNT FINANCED	\$	97,610.88
■ PREPAID FINANCE CHARGE	\$	2,389.12
■ LOAN AMOUNT	\$	100,000.00



# ITEMIZATION OF PREPAID FINANCE CHARGE

Loan Origination Fee to: LOANDEPOT.COM, LLC	1,595.00
Loan Discount Fee	
Tax Service Fee to: Other	67.00
Prepaid Interest ( 4 days)	
@ 4.375 % per annum	47.96
Mtge. Ins. Premium	
Mtge. Ins. Reserves	
Origination Fee	
FLOOD CERTIFICATION FEE to: LPS FLOOD SERVICES	_10.00
ESCROW/SETTLEMENT/CLOSING FEE to: LD ESCROW TITLE COURIER/EXPRESS MAIL FEE to: Other	500.00 29.16
TITLE/CPL to: Other	50.00
SUB-ESCROW FEE to: LD ESCROW	50.00
RECORDING SERVICE FEE to: Other	40.00

# TOTAL PREPAID FINANCE CHARGE

**\$** 2,389.12

The undersigned acknowledge receiving and reading a	completed copy of t	his disclosure.	
Borrower EDNA ROBINSON FAY	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date



# **PAYOFF SCHEDULE**

Loan No.: 100585626	
Borrower(s): EDNA ROBINSON FAY	
The following accounts <u>must</u> be paid off through escrow as a condition of the attached loan approval:  PAYOFF to US BANK HOME MORTGAGE	95,428.00
TOTAL:	95,428.00
	33,120.00
EDNA ROBINSON FAY	



# BORROWER'S CERTIFICATION AND AUTHORIZATION

### **CERTIFICATION**

The undersigned certify the following:

1. I/We have applied for a mortgage loan from LOANDEPOT.COM, LLC

("Lender").

In applying for the loan, I/we completed a loan application containing information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.

- 2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process. This may include verifying the information provided on the application.
- 3. I/We fully understand 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.

# **AUTHORIZATION TO RELEASE INFORMATION**

To Whom It May Concern:

- 1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any), may verify information contained in my/our 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. I/We authorize you to provide to Lender and to any investor to whom you may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request for a period not in excess of three months from the date of my/our execution of this Authorization to Release Information. 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. I/We further authorize Lender to order a consumer credit report and verify other credit information.
- 4. Lender or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application. A copy of this authorization may be accepted as an original.
- 5. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated. The mortgage guaranty insurer (if any) is:

Borrower EDNA ROBINSON FAY	Date	413-90-5700 Social Security Number
Borrower	Date	Social Security Number
Borrower	Date	Social Security Number
Borrower	Date	Social Security Number
Borrower	Date	Social Security Number
Borrower	Date	Social Security Number



# HAZARD INSURANCE AUTHORIZATION AND REQUIREMENTS

Date: MAY 22, 2015

Loan Number: 100585626

Escrow Number:

Escrow Company: LD ESCROW

Provided By: LOANDEPOT.COM, LLC

Borrower's Name(s): EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

Listed below are Lender's policies and procedures, and minimum requirements, for the Hazard Insurance which must be provided covering the subject property.

- 1. Coverage must be in an amount at least equal to the replacement value of improvements on the property or the loan amount, whichever is less. If your loan program allows for potential negative amortization, your lender may require that the amount of coverage be increased to protect the amount of potential negative amortization.
- 2. The insurance company providing coverage must have an "A" rating or better in the latest edition of "Best's Insurance Guide," must be licensed to do business in the State in which the property is located, and must be licensed to transact the lines of insurance required in this transaction.
- 3. Policy shall provide at least "Broad Form" coverage on properties of one to four units, and at least "Vandalism & Malicious Mischief" on properties with over four units, with no deviation. Homeowners policies must provide coverage equal to "HO2" form.
- 4. Policies must contain deductibles on any peril. Deductibles may not exceed five percent of the face amount of the insurance policy.
- 5. Policy must provide coverage for a term of at least one year. Premiums may be paid on an annual installment basis only if the policy provides that the lender will be notified in writing of cancellation 30 days prior to expiration of coverage, for any cause. Binders are not acceptable unless otherwise required by applicable law.
- 6. If any existing policy is provided which will expire within 6 Months from the date of the recording of this loan, said policy must be renewed for the required term as noted in paragraph 5 above.
- 7. All forms and endorsements pertaining to the Lender's requirements must appear on the "Declaration Page" of policy.
- 8. New policies must be accompanied by a signed "Broker of Record Authorization" if borrower(s) has/have changed Insurance Agents.
- 9. Verification of renewal of insurance policies must be in Lender's office at least thirty days prior to the expiration date of the policy. If this requirement is not met, LENDER AND ITS SUCCESSORS OR ASSIGNS MAY AT THEIR OPTION, BUT WITHOUT THE OBLIGATION TO DO SO, PROVIDE COVERAGE TO REPLACE ANY

EXPIRING POLICIES WHICH HAVE NOT BEEN PROPERLY RENEWED. The premium for such coverage will be remitted promptly by the undersigned, or Lender may charge borrower's account for the cost thereof.

10. Lender's loss Payable Endorsement 438 BFU to be affixed to policy in favor of: loanDepot ISAOA/ATIMA PO Box 202028 Florence, SC 29502

- The property address and the insured's names must be designated on the policy exactly as on the ALTA Title Policy or CLTA Title Policy (whichever is issued).
- 12. The Lender's loan number must appear on the policy and on any subsequent endorsements.
- 13. The effective date of new policies, endorsements, and/or assignments shall be as of, or prior to, the date of recording of this loan.
- 14. Please notify your agent to forward future premium notices directly to you.
- If the security property is a condominium, the Master Policy must contain a minimum of \$1,000,000.00 coverage for "Directors & Officers" liability. A copy of the Master Policy, or a certificate showing proof of coverage for both the Homeowners Association and the condominium unit owner, must be submitted to Lender prior to funding.

AN ACCEPTABLE POLICY, WITH ENDORSEMENTS AND/OR ASSIGNMENTS. MUST BE FORWARDED TO AND RECEIVED BY LENDER BEFORE THIS LOAN CAN BE FUNDED; OTHERWISE, LENDER MAY BE FORCED TO PLACE INTERIM COVERAGE ON THE PROPERTY AT AN ADDITIONAL COST TO THE BORROWER(S).

Each of the undersigned acknowledges that he or she has read and understands the foregoing provisions and insurance requirements. This authorization will remain irrevocable for the undersigned as owner(s) of the subject property, and or any assignees, for as long as this loan remains on the subject property.

Borrower EDNA	ROBINSON	FAY	Date	Borrower	Date
Borrower			Date	Borrower	Date
Borrower			Date	Borrower	Date

# Form 4506-T

(Rev. August 2014)

Department of the Treasury Internal Revenue Service

# 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

automated	Form 4506-T to order a transcript or other return information free of charge. See d self-help service tools. Please visit us at IRS.gov and click on "Get Transcript of our return, use Form 4506, Request for Copy of Tax Return. There is a fee to get	Your Tax	x Records" under "Tools" or call 1-800-908-9946. If you need a
1a	Name shown on tax return. If a joint return, enter the name shown first.	1 b	First social security number on tax return, individual
	EDNA ROBINSON FAY		taxpayer identification number, or employer identification number (see instructions)
	W		413-90-5700
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 (s	ee instructions)
	EDNA ROBINSON FAY 112 CEDAR RIDGE DR, LA VERGNE, TENNESS	SEE 3	37086
4	Previous address shown on the last return filed if different from line 3 (see installant)	structions	s)
5	If the transcript or tax information is to be mailed to a third party (such as a I	nortgage	e company), enter the third party's name, address, and
	telephone number. LOANDEPOT.COM, LLC, ISAOA, 26642 TOWNI	r Cei	NTRE DRIVE. FOOTHILL RANCH.
	CALIFORNIA 92610, Phone Number: (888).	337-	6888
	If the tax transcript is being mailed to a third party, ensure that you have filled		
	ed in these lines. Completing these steps helps to protect your privacy. Once the has no control over what the third party does with the information. If you wo		
	on, you can specify this limitation in your written agreement with the third party		
6	<b>Transcript requested.</b> Enter the tax form number here (1040, 1065, 1120, etc.)	c.) and c	check the appropriate box below. Enter only one tax form
а	number per request. $\blacktriangleright 1040$ <b>Return Transcript,</b> which includes most of the line items of a tax return as file	d with th	he IRS. A tax return transcript does not reflect changes
	made to the account after the return is processed. Transcripts are only available	ole for th	e following returns: Form 1040 series, Form 1065, Form
	1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return traduring the prior 3 processing years. Most requests will be processed within 10	•	
b	Account Transcript, which contains information on the financial status of	the acco	ount, such as payments made on the account, penalty
	assessments, and adjustments made by you or the IRS after the return was fil estimated tax payments. Account transcripts are available for most returns.		
С	Record of Account, which provides the most detailed information as it is a co	ombinatio	on of the Return Transcript and the Account Transcript.
7	Available for current year and 3 prior tax years. Most requests will be process <b>Verification of Nonfiling,</b> which is proof from the IRS that you <b>did not</b> file a		<u> </u>
	June 15th. There are no availability restrictions on prior year requests. Most	requests	s will be processed within 10 business days
8	Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcription information returns. State or local information is not included with the Form		
	information for up to 10 years. Information for the current year is generally no		· · · · · · · · · · · · · · · · · · ·
	W-2 information for 2011, filed in 2012, will likely not be available from the purposes, you should contact the Social Security Administration at 1-800-772-		•
Caution.	If you need a copy of Form W-2 or Form 1099, you should first contact the p		· · · · · · · · · · · · · · · · · · ·
return, yo	ou must use Form 4506 and request a copy of your return, which includes all a	attachme	ents.
9	Year or period requested. Enter the ending date of the year or period, using or periods, you must attach another Form 4506-T. For requests relating to qu		
	or tax period separately. $12/31/2014$ $12/31/2013$	artorry to	ax returns, such as rolling 541, you must enter each quarter
	Do not sign this form unless all applicable lines have been completed.	on line 1	to or 20 or a parson outborized to obtain the tay information
requested executor,	e of taxpayer(s). I declare that I am either the taxpayer whose name is shown d. If the request applies to a joint return, at least one spouse must sign. If receiver, administrator, trustee, or party other than the taxpayer, I certify that r transcripts being sent to a third party, this form must be received within 120 c	signed by have the	y a corporate officer, partner, guardian, tax matters partner, e authority to execute Form 4506-T on behalf of the taxpayer.
Note. 10	r transcripts being sent to a tima party, this form must be received within 120 c	ays or th	Phone number of taxpayer on line 1a or 2a
	<b>&gt;</b>		(615)793-2545
Sign	Signature (see instructions)	1	Date (013)/733 2343
Here	Title (if line 1a above is a corporation, partnership, estate, or trust)		
	Time (ii line to above to a corporation, partiteiship, 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 <a href="https://www.irs.gov/form4506t">www.irs.gov/form4506t</a>. 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) 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 in 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.

Return, to request copies of tax returns.

Automated transcript request. You can quickly request 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 where to file. Mall of tax Form 4505-1 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,
Washinoton. 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 Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Phode Island, South Carolina, Vermont, Virginia, West

Virginia

Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999

816-292-6102

#### Chart for all other transcripts If you lived in or your business Mail or Fax to: was in:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minneenta Internal Revenue RAIVS Team
P.O. Box 9941
Mail Stop 6734
Ogden, UT 84409 Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, 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

Wyoming, a foreign country, or A.P.O. or F.P.O.

address

RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250

Internal Revenue Service

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

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 Sign Form 4506-T one signature is required. 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 has specifically delegated this authority to 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.



(Rev. December 2014) Department of the Treasury Internal Revenue Service

# **Request for Taxpayer** Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line EDNA ROBINSON FAY	olank.	
	2 Business name/disregarded entity name, if different from above		
Print or type See Specific Instructions on page 2.	3 Check appropriate box for federal tax c lassification; check only <b>one</b> of the following seven boxes:	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)  Exemption from FATCA reporting code (if any)  (Applies to accounts maintained outside the U.S.)	
See	5 Address (number, street, and apt. or suite no.)	Requester's name an	* * * *
	112 CEDAR RIDGE DR	LOANDEPOT 26642 TOWN FOOTHILL I	.COM, LLC
	6 City, state, and ZIP code	FOOTHILL I	NE CÉNTRE DRIVE RANCH, CA 92610
	LA VERGNE, TENNESSEE 37086		
	7 List account number(s) here (optional)		
D1	100585626		
Part	Taxpayer Identification Number (TIN)		
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1	o avoid <b>Social</b>	security number
reside entitie	p withholding. For individuals, this is generally your social security number (SSN). However nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 4. For ot s, it is your employer identification number (EIN). If you do not have a number, see Ho on page 4.	her	413-90-5700
		or	
	If the account is in more than one name, see the instructions for line 1 and the chart or idelines on whose number to enter.	page 5 Emplo	yer identification number
ioi gu	nucinies on whose number to enter.		
Part	Certification	<u> </u>	
Under	penalties of periury. I certify that:		

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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 4.

you muot	provide year contest this. Coe the metacheric on p	290 1.	
Sign Here	Signature of U.S. person ▶	<b>•</b>	Date

# **General Instructions**

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

# Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer

identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)



- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on this page.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. 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
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 3 for further information.

**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.
- 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.

## Backup Withholding

What is backup withholding. Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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 4 for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 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 above.



## 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 4 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**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.
- e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 \$5,0001	Generally, exempt payees 1 through $5^2$
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- 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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

#### Line 6

Enter your city, state, and ZIP code.

## 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 3), 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 5 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 SSA office or get this form online at <a href="https://www.ssa.gov">www.ssa.gov</a>. 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 <a href="https://www.irs.gov/businesses">www.irs.gov/businesses</a> 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 line 1 must sign. Exempt payees, see Exempt payee code earlier.

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



<sup>&</sup>lt;sup>2</sup> 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

 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.
- 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. 2.	Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4.	The usual revocable savings trust (grantor is also trustee)     So-called trust account that	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
	is not a legal or valid trust under state law	
5.	Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6.	Grantor trust filing under Optional Form 1099 Filing	The grantor*
	Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	
	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 <sup>4</sup>
9.	Corporate or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10.	Association, club, religious, charitable, educational, or other	The organization
11.	tax-exempt organization 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	The public entity
14.	agricultural program payments 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

- <sup>1</sup> 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.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> 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.
- <sup>4</sup> 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 2.
- \* 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, 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 (TIGTA) 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

Form W-9 (Rev. 12-2014) Cat. No. 10231X Form-filled using **DocMagic** www.docmagic.com



# ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

Date: MAY 22, 2015			
Lender: LOANDEPOT.COM, LLC			
Borrower: EDNA ROBINSON FAY			
Property Address: 112 CEDAR RIDG. LA VERGNE, TEN		57086	
Under federal law, the creditor is required developed in connection with your application creditor is required to provide a copy of ear promptly upon completion, or three business	on for credit ch such appr	that is to be secured by a first lien of aisal or written valuation, at no addition	n a dwelling. The
By signing below, you hereby acknowledge connection with your loan, no later than three			ions developed in
Borrower EDNA ROBINSON FAY	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date



Loan Number: 100585626

# ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

(Home Valuation Code of Conduct)

DR SSEE 370	)86	
rning the valu f my loan.	e of the property securing this loa	an, at no additional cost to me,
Date	Borrower	Date
Date	Borrower	Date
	eport concerning event, no rning the value my loan.	eport concerning the value of the property sec ny event, no less than three (3) days prior to training the value of the property securing this loaf my loan.  Date Borrower



# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

To: EDNA ROBINSON FAY From: LOANDEPOT.COM, LLC	
From: LOANDEPOT.COM, LLC	
Property: 112 CEDAR RIDGE DR, LA VERGNE, TE	ENNESSEE 37086
This is to give you notice that LOANDEPOT.COM, LLC	has a business relationship with
Because of this business relationship, the referral may provide LC	DANDEPOT.COM, LLC a financial or other benefit.
A. Set forth below is the estimated charges or range of charges for required to use the listed provider(s) as a condition for:  settlement of your loan or  purchase or sale of the sufficient o	ubject property  ROVIDERS AVAILABLE WITH SIMILAR SERVICES.
LD ESCROW \$.	500.00
\$ .	
\$ .	
\$.	
\$.	
<b>\$</b> .	



agency, or	real estate a		we, as your			tees of an attorney, credit reporting tion of your loan on this property,
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
ACKNO\	<b>WLEDGM</b> E	ENT				
					OANDEPOT.COM, LI	is referring me/us to enefit as the result of this referral.
Signature	EDNA R	OBINSON	FAY	Date	Signature	Date
Signature				Date	Signature	Date
Signature				Date	Signature	Date



Lender: LOANDEPOT.COM, LLC

# USA PATRIOT ACT CUSTOMER IDENTIFICATION VERIFICATION IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

# INSTRUCTIONS TO INDIVIDUAL COMPLETING THIS VERIFICATION

The named individual must present at least two (2) forms of identifying documents for review; at least one (1) of the identifying documents must be an unexpired government-issued document bearing a photograph of the named individual. Other identifying documents not specifically listed below must, at a minimum, bear the individual's name. Examples of other acceptable identifying documents include:

Current government-issued visa; Medicare card; student identification card; voter registration card; recent property tax or utility bill; most recent W-2 or signed federal or state tax returns; bank statements; and proof of car/house/renter's insurance coverage. Please contact the above-named Lender if you have any questions regarding the acceptability of any identifying document.

Borrower's Name: EDNA ROBINSON FAY Date of Birth: FEBRUARY 29, 1952

X Residential or Business Address:\* 112 CEDAR RIDGE DR
LA VERGNE, TENNESSEE 37086

Taxpayer Identification Number (SSN):\*\* 413-90-5700

Identifying Documents	Place of Issuance	ID Number	Date of Birth	Issue/Expiration Date(s)	Photo?
State/Foreign Driver's License					Yes No
State/Foreign ID Card					☐ Yes ☐ No
U.S./Foreign Passport					Yes No
☐ Military ID					☐ Yes ☐ No
Resident Alien Card					Yes No
Social Security Card					
☐ Birth Certificate					
Other:					☐ Yes ☐ No
Other:					Yes No



<sup>\*</sup>For an individual without a residential or business address, provide an APO or FPO box number, or the residential or business address of next of kin or another contact person.

<sup>\*\*</sup>For non-U.S. persons without a tax identification number, provide a passport number and country of issuance; an alien identification card number, or the number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

ADDITIONAL COMMENTS  (e.g., please note any discrepancies in the borrower's identify	ng documents):	
CERTIFICATION  I, the undersigned, hereby certify that: (i) I have personally exthe named individual, (ii) I have accurately recorded the informas may be indicated above, each of the indicated identifying identifying documents is consistent in all respects with the information photograph appears to be that of the named individual.	ation appearing in the identifying docume documents appears to be genuine, the	ents I examined, and (iii) except information contained in the
	Signature	Date
	Name and Title	



# FEDERAL EQUAL CREDIT OPPORTUNITY ACT NOTICE

Loan Number: 100585626			
Date: MAY 22, 2015			
Provided By: LOANDEPOT.COM, LLC			
Borrower(s): EDNA ROBINSON FAY			
Property Address: 112 CEDAR RIDGE	DR, LA V	/ERGNE, TENNESSEE 37086	
of race, color, religion, national origin, sex, ma	arital status, a applicant's in	From discriminating against credit applicants on the ge (provided the applicant has the capacity to entecome derives from any public assistance progrander the Consumer Credit Protection Act.	r into
Equal	al Trade Credit (	w concerning this creditor is: Commission Opportunity DC 20580	
By signing below, I/we acknowledge that I/we	have read and	l received a copy of this document.	
Borrower EDNA ROBINSON FAY	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower EDNA ROBINSON FAY  Borrower	Date Date	Borrower	Date



# FLOOD INSURANCE COVERAGE SUBJECT TO CHANGE DISCLOSURE

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.

# ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT(S)

Applicant	EDNA	ROBINSON	FAY	Date	Applicant	Date
Applicant				Date	Applicant	Date
Applicant				Date	Applicant	Date



## **HARDSHIP**

Loan Number: 100585626	
Re: Borrower(s): EDNA ROBINSON FAY	
Property Address: 112 CEDAR RIDGE DR, LA	VERGNE, TENNESSEE 37086
I/WE, THE UNDERSIGNED BORROWER(S) UNDERSTA MORTGAGE PAYMENT FOR THIS LOAN ON THE ABO	
THIRTY (30) DAYS OF LOAN CLOSING. THIS WILL ME/US.	NOT CREATE ANY FINANCIAL HARDSHIP TO
Borrower EDNA ROBINSON FAY	Borrower
Borrower	Borrower
Borrower	Borrower



#### IMPOUND AUTHORIZATION

Loan Number: 100585626

Date: MAY 22, 2015

Borrower: EDNA ROBINSON FAY

Property: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

(Address) (City) (State) (Zip)

We understood that according to the provisions of the Security Instrument, LOANDEPOT.COM, LLC

may require us to make monthly payments in addition to our principal and interest payment so that a fund can be created and maintained to pay taxes, insurance premiums and other expenses relating to the security property. Impounds will be required in the following circumstances:

- where required by state or federal regulatory authority; or
- where a loan is made, guaranteed or insured by a state or federal governmental lending agency; or
- where the original principal amount of such a loan exceeds 80% of the sales price or appraised value whichever is lower; or
- as required by lender as a condition of the loan.

The lender will pay interest on the impound account as required by law. The obligations of the borrower and lender regarding impound accounts will be set forth in the Security Instrument. We also understand that the payment for taxes and insurance may vary from year to year.

PLEASE NOTE THAT ANY BORROWER WHO IS DELINQUENT IN THE PAYMENT OF THEIR REAL ESTATE TAXES, HAZARD AND/OR FLOOD INSURANCE PREMIUMS, MAY BE REQUIRED BY THE LENDER TO PAY IMPOUNDS.

#### IMPOUNDS REQUIRED BY LENDER

X	The undersigned understand that the establishment of an impound account for payments of real property taxes, I	hazard
	and/or flood insurance and other related expenses is REQUIRED.	
$\Box$	The undersigned understand that the establishment of an impound account for payments of real property taxes.	hozord

The undersigned understand that the establishment of an impound account for payments of real property taxes, hazard and/or flood insurance and other related expenses is NOT REQUIRED.



DocMagic @Forms www.docmagic.com

IMPOUN	DS REQUES	STED BY BORROWER	
hazard and/or flood insurance and other r an account be established.  The undersigned understand that the esta	elated expenses	an impound account for the payment of real property is is NOT REQUIRED; however, Borrower requests the an impound account for the payment of real property is is NOT REQUIRED. Borrower is not requesting the	at such taxes,
Borrower EDNA ROBINSON FAY	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date



Loan Number: 100585626

### INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

MAY 22, 2015

Name and Address of Borrowers: EDNA ROBINSON FAY 112 CEDAR RIDGE DR LA VERGNE, TENNESSEE 37086

Name and Address of Lender: LOANDEPOT.COM, LLC 26642 TOWNE CENTRE DRIVE FOOTHILL RANCH, CALIFORNIA 92610 (888)337-6888

YOUR MONTHLY MORTGAGE PAYMENT FOR THE COMING YEAR WILL BE \$ 661.72 WHICH \$ 499.29 WILL BE FOR PRINCIPAL AND INTEREST AND \$ 162.43 WILL GO INTO YOUR ESCROW ACCOUNT.

OF

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

Month	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Account Balance
Starting balance:				\$1,173.00
07/01/15	162.43			1,335.43
08/01/15	162.43			
08/27/15		1,173.00	HAZARD INSURANCE	324.86
09/01/15	162.43			487.29
10/01/15	162.43			649.72
11/01/15	162.43			812.15
12/01/15	162.43			974.58
01/01/16	162.43			1,137.01
02/01/16	162.43			
02/28/16		553.00	COUNTY PROPERTY TAX	
02/28/16		223.00	CITY PROPERTY TAX	523.44
03/01/16	162.43			685.87
04/01/16	162.43			848.30
05/01/16	162.43			1,010.73
06/01/16	162.43			1,173.16

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.)

Cushion selected by servicer: \$324.86



# PRIVATE MORTGAGE INSURANCE DISCLOSURE LENDER PAID MORTGAGE INSURANCE

Loan No.: 100585626

Date: MAY 22, 2015

Lender: LOANDEPOT.COM, LLC

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

You have applied for a mortgage loan that requires private mortgage insurance ("PMI"). PMI protects lenders and others against certain financial losses incurred primarily when a borrower defaults.

In this disclosure, "you" and "your" mean the original borrower(s); "loan" means a residential mortgage transaction; "property" means the property securing repayment of a loan; and "original value" means the **lesser** of (a) the contract sales price of the property, or (b) the appraised value of the property at the time the loan is consummated.

Your loan will have "lender paid mortgage insurance" ("LPMI"). LPMI is PMI that is required in connection with a residential mortgage transaction in which the premiums are paid by a person other than the borrower(s). LPMI differs from "borrower paid mortgage insurance" ("BPMI"). BPMI is PMI that is required in connection with a residential mortgage transaction in which the premiums are paid by the borrower(s). Please note the following:

- You do not have the right to request that LPMI be cancelled. By contrast, a borrower with BPMI may be able to cancel BPMI, at his or her option, on either (1) the date the principal balance of the loan is first **scheduled** to reach 80% of the original value of the property, or (2) the date the principal balance of the loan **actually** reaches 80% of the original value of the property. In addition, assuming the borrower is current on payments, BPMI automatically terminates on the date the principal balance of the loan is first **scheduled** to reach 78% of the original value of the property.
- LPMI (1) usually results in a mortgage loan with a higher interest rate than one with BPMI, and (2) terminates only when the loan is refinanced, paid off or otherwise terminated.
- LPMI may be tax deductible for purposes of federal income taxes if you itemize deductions on your tax return. Consult your tax advisor for details.
- Both LPMI and BPMI have advantages and disadvantages. Set forth below is a generic analysis of the differing costs and benefits of a 30-year fixed rate fully amortizing residential mortgage loan which has either LPMI or BPMI over a 10-year period, assuming prevailing interest and property appreciation rates:

30-YEAR FIXED RATE LOAN	LPMI	BPMI
Loan Amount	\$180,000	\$180,000
Loan-to-Value	90%	90%
Interest Rate	7.50	7.00
PMI Premium Rate		0.52%
Monthly P&I Payment Year 1	\$1,258.59	\$1,197.54
Monthly PMI Payment Year 1		\$78
Total Monthly Payment Year 1	\$1,258.59	\$1,275.54
Monthly Pre-Tax Savings	\$16.95	



PMI Automatic Cancellation Eligibility Month*		115
Average Monthly MI Payment Year 10		\$45.50
Monthly P&I Payment Year 10	\$1,258.59	\$1,197.54
Total Monthly Payment Year 10	\$1,258.59	\$1,197.54
Total Interest Paid During 10 Years	\$127,261.00	\$118,167.90
Total PMI Paid During 10 Years		\$8,970.00
Equity Build Up During 10 Years	\$23,769.79	\$25,536.95
Cost of Housing Financing During 10 years	\$127,261.00	\$127,137.90

<sup>\*</sup> Assuming your payments are current, your BPMI will automatically terminate on the date your loan's principal balance is scheduled to reach 78% of the original value of the property.

LOAN ASSUMPTIONS				
Loan Purpose: Purchase	Property Type: Single Family Primary Residence			
Purchase Price: \$200,000	Monthly MI Coverage: 25%			
Downpayment: \$20,000				

The above chart is an estimate and is for illustration only. You should consult a tax advisor for advice on the extent to which interest or points on a loan with LPMI are tax deductible.

R۲	cionina	helow	you acknowle	edge recein	t of a	conv c	of this	disclosure
Ð١	signing	below,	you acknowle	auge receip	ı oı a	сорус	n uns	disclosure.

Borrower EDNA ROBINSON	FAY	Date	Borrower	Date
Borrower		Date	Borrower	Date
Borrower		Date	Borrower	Date



#### CONSUMER CREDIT SCORE DISCLOSURE

Loan Number: 100585626

Date: MAY 22, 2015

Lender: LOANDEPOT.COM, LLC

Borrower: EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

#### NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

Lender Contact Information: LOANDEPOT.COM, LLC

26642 TOWNE CENTRE DRIVE

FOOTHILL RANCH, CALIFORNIA 92610

(888)337-6888

Borrower EDNA ROBINSON FAY Date



Loan Number: 100585626

Date: MAY 22, 2015

Lender: LOANDEPOT.COM, LLC

Borrower: EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

#### CREDIT SCORING INFORMATION

The following consumer reporting agency(ies) provided a credit score that was used by the Lender:

#### |X| Equifax Credit Information Services

P.O. BOX 740241 ATLANTA, GA 30374

To order report: (800)685-1111 To report fraud: (888)766-0008 Web Site: www.equifax.com

Current/Most Recent Credit Score: 768 Credit Score Date: 04/24/2015 Credit Score Range: 300-850

Key Factors Adversely Affecting Your Credit Score:

LEVEL OF DELINQUENCY ON ACCOUNTS TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT

TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS

TOO MANY INQUIRIES LAST 12 MONTHS

#### 

P.O. BOX 2000 CHESTER, PA 19022-2000 To order report: (800)916-8800 To report fraud: (800)916-8800 Web Site: www.transunion.com

Current/Most Recent Credit Score: 746 Credit Score Date: 04/24/2015 Credit Score Range: 300-850

Page 2

Key Factors Adversely Affecting Your Credit Score:

TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT LENGTH OF TIME REVOLVING ACCOUNTS HAVE BEEN ESTABLISHED TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS PROPORTION OF LOAN BALANCES TO LOAN AMOUNTS IS TOO HIGH



#### **Experian National Consumer Assistance Center**

P.O. BOX 4500 ALLEN, TX 75013

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To order report: (888)397-3742 To report fraud: (888)397-3742 Web Site: www.experian.com

Current/Most Recent Credit Score: 788 Credit Score Date: 04/24/2015 Credit Score Range: 330-830

Key Factors Adversely Affecting Your Credit Score:

TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS NUMBER OF ACCOUNTS WITH DELINQUENCY TOO MANY INQUIRIES LAST 12 MONTHS TOO MANY ACCOUNTS WITH BALANCES

Current/Most Recent Credit Score:	Credit Score Date:	Credit Score Range:

Key Factors Adversely Affecting Your Credit Score:

Initials:

Loan Number: 100585626

# NOTICE CONCERNING THE FURNISHING OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCY

Lender: LOANDEPOT.COM, LLC

Borrower: EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

# WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS.

LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

By signing below, the undersigned hereby acknowledge(s) receipt of a copy of this disclosure.				
Borrower EDNA ROBINSON FAY	Date	Borrower	Dat	
Borrower	Date	Borrower	Dat	
Borrower	Date	Borrower	Dat	





Borrowers:

Property Address:

#### YOUR RIGHT TO CANCEL

You are entering i transaction that will result in a mortgage, lien or security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- 1. the date of the transaction, which is
- 2. the date you receive your Truth in Lending disclosures; or
- 3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps recessary to reflect the fact that the mortgage, lien or security interest on or in your home has been cancelled, and the miss 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 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

notifying us in writing, at

; or

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 copy of this notice because it contains important information about your

If you cancel by mail or telegram, you must send the notice no later than midnight of (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.

Consumer's Signature

Date



sian on this line unless you wish to cancel the transaction. If you accidentally start signing here please re-execute one of the other unsigned Notice of Right to Cancel forms and send back with docs.

#### ACKNOWLEDGMENT OF RECEIPT

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES THE RECEIPT OF TWO (2) COMPLETED COPIES OF THIS NOTICE OF RIGHT TO CANCEL.

SIGN HERE **DATE HERE** 

Date



Loan Number: 100585626

Borrowers: EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

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: or

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- 2. the date you receive your Truth in Lending disclosures; or
- 3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or 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 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

LOANDEPOT.COM, LLC

ATTN: COMPLIANCE DEPARTMENT 26642 TOWNE CENTRE DRIVE

FOOTHILL RANCH, CALIFORNIA 92610

FAX# to: (949)470-6596 and email to: RTC@loanDepot.com

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 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  $\,$  27 ,  $\,$  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.

Consumer's Signature Date EDNA ROBINSON FAY

#### **ACKNOWLEDGMENT OF RECEIPT**

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Loan Number: 100585626

Borrowers: EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

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- ; or
- 2. the date you receive your Truth in Lending disclosures; or
- 3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or 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 20 calendar days of your offer, you may keep it without further obligation.

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#### I WISH TO CANCEL.

Consumer's Signature Date EDNA ROBINSON FAY

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Loan Number: 100585626

Borrowers: EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

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Consumer's Signature Date EDNA ROBINSON FAY

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Loan Number: 100585626

Borrowers: EDNA ROBINSON FAY

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

#### YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, lien or security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- 1. the date of the transaction, which is MAY 22, 2015
- ; or
- 2. the date you receive your Truth in Lending disclosures; or
- 3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or 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 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

LOANDEPOT.COM, LLC

ATTN: COMPLIANCE DEPARTMENT 26642 TOWNE CENTRE DRIVE

FOOTHILL RANCH, CALIFORNIA 92610

FAX# to: (949)470-6596 and email to: RTC@loanDepot.com

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 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  $\,$  27 ,  $\,$  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.

Consumer's Signature Date EDNA ROBINSON FAY

#### **ACKNOWLEDGMENT OF RECEIPT**

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES THE RECEIPT OF TWO (2) COMPLETED COPIES OF THIS NOTICE OF RIGHT TO CANCEL.



#### PAYMENT LETTER TO BORROWER

FROM: LOANDEPOT.COM, LLC

26642 TOWNE CENTRE DRIVE

FOOTHILL RANCH, CALIFORNIA 92610

RE: Loan Number: 100585626

Property Address: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086

TO: EDNA ROBINSON FAY

112 CEDAR RIDGE DR

LA VERGNE, TENNESSEE 37086

Dear Borrower:

The monthly payments on the above referred to loan are to begin on JULY 1, 2015, and will continue monthly until JUNE 1, 2045.

Your monthly payment will consist of the following:

PRINCIPAL AND INTEREST	\$ 499.29
MMI/PMI INSURANCE RESERVE FOR TAXES	46.09
RESERVE FOR INSURANCE RESERVE FOR FLOOD INSURANCE CITY PROPERTY TAX	97.75
	$\begin{array}{r} 0.00 \\ \hline 18.59 \end{array}$
TOTAL MONTHLY PAYMENTS	\$661.72

You are to make your payments to: LOANDEPOT.COM, LLC, ISAOA PO Box 848965 Los Angeles, CA 90084-8965

Any correspondence, or calls, in reference to your loan, please refer to the above loan number.



Copy received and acknowledged.				
Date:	EDNA ROBINSON FAY			

26642 TOWNE CENTRE DRIVE FOOTHILL RANCH, CALIFORNIA 92610

#### SERVICING DISCLOSURE STATEMENT

Loan Number: 100585626

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

Date: MAY 22, 2015

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 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.

Check the appropriate box under "Servicing Transfer Information."

#### SERVICING TRANSFER INFORMATION

Χ	We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.				
	or				
	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				
	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.				



#### TAX RECORD INFORMATION SHEET

## THIS FORM MUST BE COMPLETED AND SIGNED BY TITLE OFFICER, ESCROW OFFICER AND/OR CLOSING ATTORNEY.

#### THIS SHEET MUST BE COMPLETELY FILLED OUT OR IT WILL BE RETURNED FOR COMPLETION.

#### INSTRUCTIONS FOR COMPLETION OF TAX RECORDS:

- 1. Tax legal description must be exactly as shown on tax records.
- 2. Show taxing authority ☐ only where we are escrowing for payment ☒ even if we are not escrowing for payment.
- 3. Tax bills & information are obtained from this sheet. Therefore, it must be completed in full. Include any Assessments, Municipal Utility District Charges, Ground Rents, etc. that are escrowed for payment. Indicate estimated taxes if applicable. Attach copies of paid tax certificates and tax receipts.

DATE LOAN CLOSED:	TITLE/ESCROW/CLOSING ATTORNEY						
REFINANCE [ X ] YES [ ] NO LOAN # 100585626 BORROWER(S) NAME: EDNA ROBINSON FAY							
TAXES FOR CURRENT YEAR LISTED IN NAME OF:							
PROPERTY ADDRESS: 112 CEDAR RIDGE DR, LA VERGNE, TENNESSEE 37086							
CURRENT TAX ASSESSMENT BASED ON:  [ ] ACREAGE [ ] VACANT [ ] PARTIAL CONSTRUCTION:  SECTION BLOCK LOT(S)  MAP UNIT # _1  SUBDIVISION  METES & BOUNDS [ X ] YES [ ] NO	N [ ] COMPLETE CONSTRUCTION TRACT _ TWNSHPRANGE						
TYPE OF TAX _COUNTY PROPERTY TAX  CURRENT TAXES PAID THRU DATE	NEXT DUE DATE FEBRUARY 28, 2016 THIS AMOUNT IS [ ] ESTIMATE [ ] ACTUAL						
TYPE OF TAX _CITY PROPERTY TAX  CURRENT TAXES PAID THRU DATE	NEXT DUE DATE <u>FEBRUARY 28, 2016</u> THIS AMOUNT IS [ ] ESTIMATE [ ] ACTUAL						



TYPE OF TAX	LAST AMOUNT PAID
CURRENT TAXES PAID THRU DATE	NEXT DUE DATE
NEXT AMOUNT DUE	THIS AMOUNT IS [ ] ESTIMATE [ ] ACTUAL
PAYMENT FREQUENCY:	
	[ ] TRI-ANNUAL [ ] OTHER:
TAXING AUTHORITY NAME & ADDRESS:	PARCEL/PROPERTY ID/TMS#
	029G A 00500
	PARCEL/PROPERTY ID/TMS#
TYPE OF TAX	LAST AMOUNT PAID NEXT DUE DATE
CURRENT TAXES PAID THRU DATE	NEXT DUE DATE
NEXT AMOUNT DUE	THIS AMOUNT IS [ ] ESTIMATE [ ] ACTUAL
PAYMENT FREQUENCY:	
[ ] ANNUAL [ ] SEMI-ANNUAL [ ] QUARTERLY [	] TRI-ANNUAL [ ] OTHER:
TAXING AUTHORITY NAME & ADDRESS:	PARCEL/PROPERTY ID/TMS#
	<u>029G A 00500</u>
	PARCEL/PROPERTY ID/TMS#
	I ACT AMOUNT DAID
CUDDENT TAVES DAID TUDI DATE	LAST AMOUNT PAID
NEXT AMOUNT DUE	NEXT DUE DATE THIS AMOUNT IS [ ] ESTIMATE [ ] ACTUAL
	THIS AMOUNT IS [ ] ESTIMATE [ ] ACTUAL
PAYMENT FREQUENCY:	1 TDI ANNUAL E 1 OTHED.
	] TRI-ANNUAL [ ] OTHER:
TAXING AUTHORITY NAME & ADDRESS:	PARCEL/PROPERTY ID/TMS#
	PARCEL/PROPERTY ID/TMS#



## TENNESSEE RIGHT TO CHOOSE INSURANCE PROVIDER

Date:	MAY 22, 2015								
Provided By:	Provided By: LOANDEPOT.COM, LLC								
Borrower(s):	Borrower(s): EDNA ROBINSON FAY								
Property Address: 112 CEDAR RIDGE DR LA VERGNE, TENNESSEE 37086									
an insurer or age	ent of my choice, subject only to	o Lender's rig	ne insurance related to my loan m nt to reject a given insurer or age ffect the credit decision or credit	ent as provided below.					
			rance policy provided by me for a shall not be deemed unreasonal						
<ul> <li>A. It is based on reasonable standards uniformly applied, relating to the extent of coverage required and the financial soundness and the services of an insurer; and</li> <li>B. Such standards do not discriminate against any particular type of insurer or call for rejection of an insurance contract because the contract contains coverage in addition to that required in the credit transaction.</li> <li>By signing below, I/we acknowledge that I/we have read and received a copy of this document.</li> </ul>									
Borrower EDNZ	A ROBINSON FAY	Date	Borrower	Date					
Borrower		Date	Borrower	Date					
Borrower		Date	Borrower	Date					



Loan Number: 100585626