

Anatomy of a Residential Mortgage Loan

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Supporting Materials

1. Seminar Outline
2. Shopping for a mortgage? What can you expect under federal rules? *Consumer Financial Protection Bureau*
3. Uniform Residential Loan Application Fannie Mae Form 1003
4. Commitment Disclosures and Procedures - Part 38.4 of the General Regulations of the Superintendent of Financial Services
5. Note - New York Fixed Rate – Fannie Mae Form 3233
6. Note - Multistate Adjustable Rate – ARM 5-1 – Fannie Mae Form 3501
7. Mortgage - New York Single Family Fannie Mae/Freddie Mac Form 3033
8. Multistate Condominium Rider Fannie Mae/Freddie Mac Form 3140

ANATOMY OF A RESIDENTIAL MORTGAGE LOAN

1) INTRODUCTION

- a) What is a Residential Mortgage Loan?
- b) The note is the obligation
- c) The mortgage is the collateral for the note
 - i) Lenders own NOTES that are collateralized by mortgages.
 - ii) Whoever owns the NOTE owns the loan.
- d) Source of law
 - i) Federal – applies generally to all residential lenders
 - (1) Truth in Lending Act
 - (2) Equal Credit Opportunity Act
 - (3) Real Estate Settlement Procedures Act
 - (4) Many other federal statutes of less significance
 - ii) State – applies to lenders in NY except those benefitted by federal pre-emption (national banks, federal savings banks, federal savings and loans, federal credit unions)
 - (1) State licensing if not a bank or insurance company (Banking Law Article 12-D)
 - (2) Part 38 of the General Regulations of the Superintendent of Financial Services

2) WHO ARE THE LENDERS?

- a) Banks
- b) Insurance companies
- c) Subsidiaries of the above
- d) “Mortgage Bankers” – state licensed
- e) Private lenders
- f) Mortgage brokers
 - (1) They don’t make loans
 - (2) They can’t issue contractual promises (commitments) to make loans
 - (a) More about commitments later.
 - (3) Should your client use a mortgage broker?
 - (a) It depends
 - (i) Definitely not necessary
 - (ii) May be a big help to unsophisticated or first time applicant
 - (iii) Does client already have relationship with a bank?

3) TYPES/TERMS OF LOANS AVAILABLE

- a) Fixed versus adjustable rate
- b) Short term (10-15 years) versus long term (25-30 years)
- c) Convertible loans
- d) Amortizing loans versus interest-only loans

- e) Prepayment “penalties”
- f) Due dates and late charges
- g) Tax and insurance escrows
- h) High interest/predatory loans
- i) Usury – NOT AN ISSUE
- j) Exotics
 - i) Negative amortization
 - ii) Shared Appreciation

4) THE APPLICATION

- a) Standard form 1003
- b) DO NOT LIE – Borrower could go to jail!
 - i) Read the warnings at the end in very small type.
- c) Equal Credit Opportunity Act
 - i) Some questions are prohibited
 - ii) Alimony etc. disclosure is optional
 - iii) Government monitoring information
 - (1) Asking what is prohibited to ask
 - (2) Applicant providing info is voluntary
 - (a) BUT lender must note on form based upon personal observation and surname if applicant refuses.
 - (b) Info is used for various government fair lending evaluations and reports
 - iv) Lender must approve or deny application within 30 days of a COMPLETE application
 - (1) Client should respond to questions and get info to lender ASAP
- d) Loan underwriting and Qualified Mortgages (QMs)
 - i) Applicant’s ability to repay

5) PRE-APP AND THREE DAY DISCLOSURES

- a) Pre-app ARM program disclosure
- b) Assorted other disclosures like refundability
- c) Two types of cost disclosures
 - i) Preliminary Truth in Lending
 - ii) Preliminary Good Faith Estimates

6) THE COMMITMENT

- a) The contractual obligation of the parties
 - i) Depending on who is the lender – may have to comply with Part 38 requirements
- b) It’s a roadmap
 - i) What does the borrower have to do in order for the lender to lend the money?
 - ii) Borrower’s Counsel:
 - (1) Read it and use it as a checklist

(a) Conditional commitments

- (i) Watch out for conditions, especially if you have a mortgage contingency in a purchase contract

7) THE LOAN DOCUMENTS AT CLOSING

- a) A word about negotiating the form loan documents – FORGET IT!
 - i) Mostly standard forms from Federal National Mortgage Association (Fannie Mae)
 - (1) Loans are pooled, securitized and sold OR
 - (2) Lenders at least want saleable loans just in case OR
 - (3) It's just not worth the trouble
- b) The Note
 - i) It's the promise to repay the loan
 - ii) Includes the contractual details of the payment and interest obligation
- c) The Mortgage
 - i) It's the collateral
 - ii) Includes the obligations related to the real estate
 - (1) Taxes – Usually escrow
 - (2) Maintain property
 - (3) Insurance – Often Escrow
 - (4) Continued occupancy
 - (5) DUE ON SALE
 - (6) Foreclosure
 - iii) Riders
 - (1) Condo rider
 - (a) Comply with your condo obligations and pay common charges
 - (2) 1-4 family rider
 - (a) When property is being rented
- d) Final Closing Disclosure

8) TITLE INSURANCE

- a) That's a separate course.
 - i) Two premiums
 - (1) Lender
 - (2) Borrower
 - (3) Simultaneous rate
 - ii) Discounts for prior insurance – refis

9) CO-OPS

- i) The loan is the same
- ii) The collateral is different
 - (1) A co-op is PERSONAL PROPERTY evidenced by stock certificates.

- (a) The right to occupy the unit is a proprietary lease, but it is appurtenant to the stock. The stock is the legal driver.
- (2) Borrower grants a security interest in the stock AND a UCC-1 is filed.
- (3) Recognition Agreements

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Shopping for a mortgage? What you can expect under federal rules



Consumer Financial
Protection Bureau

You'll be offered a mortgage that's set up to be affordable.

When you apply for a mortgage, you may struggle to understand how big a monthly payment you can afford. You might assume that lenders and mortgage brokers will not make you a loan that you cannot afford. In the years leading up to the recent financial crisis, some mortgages looked affordable at first, but were set up with big increases in the payments. Lenders too often made mortgages to consumers who could not pay them back. As a result, many consumers ended up in delinquency and foreclosure.

Under federal mortgage rules, before a lender makes a mortgage loan, it must look at your financial information and make a determination that you can repay the loan. The ability to repay rule applies to mortgage loans made by most lenders. (It excludes certain types of loans, like home equity lines of credit, timeshare plans, reverse mortgages, and temporary loans.) There is also a category of loans, called “qualified mortgages,” that have more tightly controlled terms and features.

The rules help make sure that you get a mortgage loan you can afford. The rules also help make sure that responsible lenders aren't forced to compete with reckless lenders engaged in risky practices.

Although the rules provide you with protections, it's important to do your own analysis. Focus on what loan amount is affordable for you given your other priorities, not how much you qualify for. To know how much you can afford to repay, you'll need to take a hard look at your income, expenses, and savings priorities to see what fits comfortably within your budget.

The lender must determine your “ability to repay.”

Before you get a mortgage loan, the lender generally has to determine you have the ability to repay the loan.

The lender must collect and verify your financial information.

When you apply for a mortgage loan, you have to give the lender certain financial information. The lender has to check the information using reliable documents, such as a W-2 or pay stub. The lender generally must consider eight types of information:

1. Your current income or assets
2. Your current employment status
3. Your credit history
4. The monthly payment for the mortgage
5. Your monthly payments on other mortgage loans you get at the same time on the same property
6. Your monthly payments for other mortgage-related expenses (such as property taxes)
7. Your other debts
8. Your monthly debt payments, including the mortgage, compared to your monthly income (“debt-to-income ratio”)

The lender may also look at how much money you have left over each month after paying your debts.

You must have enough assets or income to pay back the loan.

The lender must determine that you can repay the loan. The lender may look at your current income and assets (except the value of the mortgaged property itself). The lender must also look at your debt-to-income ratio or at the amount of money you’ll have left over each month to pay for things like food and heat.

A lender can't determine your ability to repay using "teaser" rates.

The lender can't use a temporarily low rate, like an introductory or teaser rate, when it computes your monthly mortgage payment to determine whether you are able to repay the mortgage. For example, if the loan is an adjustable-rate mortgage, the lender will generally have to consider the highest interest rate that you may have to pay.

Exception: If the lender is refinancing you out of a risky loan.

In defined circumstances, the "ability-to-repay" requirements may not apply to a lender that is refinancing you from a riskier mortgage to a more stable mortgage. An example of a risky loan could be an interest-only loan. An example of a more stable mortgage could be a fixed-rate mortgage. This exception makes it easier for you to refinance into a less risky loan.

The lender can offer you a Qualified Mortgage.

A lender is presumed to have met the "ability-to-repay" requirements if the lender makes a Qualified Mortgage. A Qualified Mortgage must meet certain requirements. For example, the loan cannot have certain risky features that contributed to consumers' problems during the mortgage crisis.

Qualified Mortgages can't have certain loan features.

Qualified Mortgages cannot have the following loan features:

- An "interest-only" period, when you pay only the interest without paying down the principal
- "Negative amortization," when the loan principal increases over time, even though you are making payments
- "Balloon payments," which are larger-than-usual payments at the end of the loan term—though these are allowed in some limited circumstances
- Loan terms that are longer than 30 years

Qualified Mortgages limit how much of your income can go toward debt.

Qualified Mortgages generally require that your monthly debt, including the mortgage, isn't more than 43 percent of your monthly pre-tax income. In some circumstances, certain small lenders may also decide that debt of more than 43% is appropriate.

Temporarily, Qualified Mortgages can also be loans that can be bought by Fannie Mae or Freddie Mac or insured by certain government agencies, such as the Department of Agriculture, even if the debt ratio is higher than 43 percent. Additionally, loans that are insured or guaranteed by the Department of Housing and Urban Development, including through the Federal Housing Administration, are also qualified mortgages under rules issued by that agency.

Mortgages with high upfront points and fees are not Qualified Mortgages.

Qualified Mortgages don't allow lenders to charge you excessive upfront points and fees. The cost limits depend on the size of the loan. Third-party charges, such as the cost of a credit report, are usually not included in the limit. Qualified Mortgages also have limits on discount points (a percentage of the loan that you pay up front in return for a reduced interest rate).

Some Qualified Mortgages can have a balloon payment.

While a loan with a balloon payment generally cannot be a Qualified Mortgage, a small lender can make a loan with a balloon payment that is a Qualified Mortgage in certain circumstances. You can still opt for a balloon-payment mortgage when the lender meets the requirements to be considered a "small creditor," and your mortgage meets other criteria.

Qualified Mortgages protect lenders, too.

Lenders that make Qualified Mortgages get certain legal protections even if the borrower fails to repay the loan. For Qualified Mortgages, lenders get a "safe harbor" for loans that don't have higher than average interest rates. This means that if the loan meets the Qualified Mortgage definition, the lender is considered to be in compliance with the "ability-to-repay" rule. You can still legally challenge your lender under this rule if you can show that the loan does not meet the definition of a Qualified Mortgage.

For Qualified Mortgages that are higher-priced, with higher than average interest rates, the rule works differently. For those loans, lenders get a “rebuttable presumption” that they met the “ability-to-repay” rule. However, you can challenge that presumption. You would have to prove that the lender had information when it closed on your mortgage that shows you, in fact, did not have enough income to pay your mortgage and your debts and still handle your other living expenses. The “ability-to-repay” rule does not affect your rights to challenge a lender for violating any other federal consumer protection laws.

You'll have a more accurate idea of the home's value.

Many different factors can go into estimating a value for a home. These factors include sales of similar homes in the area, and other information about the property and the surrounding area. For example, the appraiser can estimate a higher value if the home or yard is bigger, or if the home has more bathrooms or a newer kitchen than other recently sold homes. If the home is smaller, needs repairs, or is missing features (like a second bathroom, for example), the appraiser can assign a lower value. The appraiser then determines the home's value based on differences between the home and recently sold homes in the area.

You'll receive copies of appraisals that your lender obtains.

You have convenient ways to review a valuation—an estimate of the home's value—before getting a loan. Specifically, if you apply for a first mortgage on a home, your lender:

- Has to tell you within three days of receiving your mortgage loan application that you will promptly get a copy of any appraisal
- Has to give you a free copy of any valuation, which may include commonly used reports like appraisal reports, automated valuation model reports, or broker's price opinions
- Has to provide these copies promptly after the reports are completed, or three days before your loan closes, whichever is earlier
- May ask you to waive the deadline so that any copies can be provided at closing
- Has to provide these copies to you promptly, even if your loan does not close
- May require you to pay a reasonable fee for the cost of obtaining the valuation

You can waive your right to look at appraisals in advance.

A lender can ask you to “waive” your right to get a copy of valuations three business days before closing. This means you agree that the lender does not have to provide you with a copy at least three days in advance of closing. Even if you waive this right, the lender still has to give you a copy of any valuations. If you waive this right and your loan closes, the lender can then give you a copy two days before, one day before, or on the day of the closing.

Think carefully before you agree not to get a copy of valuations three days in advance of closing. For example, it could take time to look over all the information in an appraisal and decide whether it makes sense to you.

Appraisals could help you spot unlawful lending discrimination.

Mortgage lenders consider your home’s value before they give you a home loan. The value should be based on your home’s characteristics, not on factors that would result in unlawful discrimination.

Discrimination in lending may occur where the appraisal or estimate of the home’s value is based on improper factors—for example, the racial or religious background of the neighborhood’s residents. Consideration of improper factors in a home valuation is often difficult to spot. That’s one reason why it is important to review the estimates of the home’s value provided by your lender. Make sure you understand the reports and see whether any parts of them don’t make sense to you.

Federal laws against discrimination in lending include the Equal Credit Opportunity Act and the Fair Housing Act. Under these laws, mortgage lenders can’t discriminate against you because of:

- Race
- Color
- National origin
- Sex
- Religion
- Marital status
- Age (provided you are old enough to enter a contract)

- Receipt of income from a public assistance program
- Exercising in good faith a right under the Consumer Credit Protection Act
- Familial status (for example, having children under 18 years old)
- Handicap or disability

Lenders generally can't consider these factors when deciding whether to offer you a loan. Lenders also generally may not consider these factors when setting your loan terms. There are special rules restricting when lenders may consider age and receipt of public assistance.

You'll be protected against conflicts of interest.

Consumers typically take out only a few home loans during their lives. As a result, they often rely on loan originators (like loan officers or mortgage brokers) to help them pick a loan. But before the financial crisis, some loan originators were paid more when consumers agreed to loans with higher rates or unfavorable terms. In addition, the training and qualification standards for loan originators varied widely.

Now, under federal law, certain payment practices are banned and loan originators must meet certain requirements.

Your lender can't charge you hidden fees.

In the past, companies sometimes paid their loan originators more for steering consumers into mortgages with higher rates or unfavorable features. You may not have realized that your mortgage loan originator would make more money if you agreed to a higher interest rate or other more costly loan terms.

Companies can no longer do that. They can't tie the loan originator's pay to the interest rate of your loan. They also can't pay a loan originator for getting you to use a company they're associated with—like a particular title company. If you're paying a mortgage broker to help you find a mortgage loan, the mortgage broker generally can't also be paid by the lender for your loan.

Your lender's employees will meet professional qualifications.

Loan originators must be qualified to make mortgage loans. If they are supposed to be licensed or registered under state or federal law, but they fail to satisfy these requirements, they will be violating the rule. Employees of particular lenders, like banks or certain nonprofits, don't have to have a license from a state. These employees generally have to pass background and reference checks. They also have to have training about how to properly make loans.

Your lender can't require arbitration.

Arbitration is a way to resolve disputes outside the court system. In arbitration, a person called an arbitrator listens to each side and decides how to resolve the dispute. Some tools that a plaintiff might use in court may not be as available in arbitration. In addition, compared to suing in court, your ability to appeal an arbitrator's decision is much more restricted.

Parties sometimes agree to arbitrate a dispute after it has arisen. This is often called "post-dispute arbitration" because the dispute occurs first and the parties only then agree to arbitrate it. You and your lender can use post-dispute arbitration if you both agree.

"Pre-dispute arbitration" clauses, which are often called "mandatory arbitration clauses," operate the other way around. Before any dispute occurs, a clause in the parties' contract states that they will resolve certain types of disputes in arbitration rather than in court. Generally lenders are no longer allowed to put mandatory arbitration clauses in contracts for mortgage loans and home equity lines of credit.

Your lender can't add the cost of credit insurance to your loan amount.

Credit insurance pays off all or some of your loan or suspends all or some of your loan payments if you die, become disabled, lose your job, or in other specified circumstances. If you borrow the money through your mortgage loan to pay for a credit insurance policy, your total loan amount

goes up and you pay more interest. Lenders are not allowed to include the cost of credit insurance in your loan amount.

You can still buy a credit insurance policy, and either pay for it up front, or make monthly premium payments separate from your mortgage payment. Special rules apply to credit unemployment insurance.

You'll be more protected if your loan has higher costs.

If a lender offers you a high-cost mortgage for your primary home, where the annual percentage rate (APR) or points and fees charged exceed certain threshold amounts, stronger consumer protections apply. You'll get additional consumer protections if this is a mortgage to buy your home, a loan to refinance the mortgage on your home, or a home equity loan or home equity line of credit (HELOC) that meets one of the following descriptions:

- A first mortgage with an APR of more than 6.5 percentage points higher than the average prime offer rate, which is an estimate of the rate people with very good credit typically pay for a similar first mortgage
- A loan of less than \$50,000 for a personal property dwelling (such as a manufactured home) that is also not secured by any real estate, with an APR of more than 8.5 percentage points higher than the average prime offer rate for a similar mortgage
- A second, subordinate, or junior mortgage with an APR of more than 8.5 percentage points higher than the average prime offer rate for a similar second mortgage
- A loan of less than \$20,000 with points and fees that total 8 percent of your loan or \$1,000 (whichever is less), or a loan of \$20,000 or more with points and fees in excess of 5 percent of your loan

For example, before making a loan that is a high-cost mortgage, your lender must:

- Provide you with information in advance that explains you are getting a high-cost mortgage, and stating the terms, costs, and fees associated with the loan
- Get certification from a housing counselor that you have received counseling about the particular high-cost mortgage the lender is offering you

You'll face fewer fees even if your loan is higher cost.

Federal law also limits or bans some loan features for high-cost mortgages. For example, if you have a high-cost mortgage, lenders can no longer add many kinds of fees and charges to the amount you borrow, a practice that led to abuses in the past.

For high-cost mortgages, the following fees are not allowed:

- Fees for paying all or part of your loan early (like when you refinance your mortgage), commonly called a prepayment penalty
- “Balloon payments”—big payments at the end of loans that are more than twice the regular payment amounts—except in special circumstances
- Late fees larger than 4 percent of your regular payment
- Most fees for getting a statement of how much you still owe on your mortgage (called a payoff statement)
- Fees for loan modifications, for example if you have trouble and can't pay your mortgage

Creditors or brokers are banned from advising homeowners refinancing into high-cost mortgages not to make their payments on an existing loan.

You'll benefit from stricter requirements for appraisals.

What's more, for certain higher-priced mortgage loans, which generally are loans with an annual interest rate of 1.5 or more percentage points higher than the average prime offer rate, your protections include:

- Your lender has to use a certified or licensed appraiser to value your home.
- The appraiser has to see the inside of your home.
- Three days before your loan closing, your lender must give you a free copy of all appraisals it obtained.

You'll see more complete information if you're buying a flipped home.

If you apply for a higher-priced mortgage that is covered by the rule, then an additional appraisal is required when the home you are buying is a “flip.” A flip is when:

- You buy a home from a seller who bought the home less than six months ago, and
- You pay a certain amount more than the seller paid for the home:
 - 10% more if the seller bought the home within the past 90 days.
 - 20% more if the seller bought the home in the past 91 to 180 days.

When you buy a “flipped” home, the lender must pay for a second appraisal of the home that also includes an inside inspection of the home. The lender cannot charge you for this second appraisal.

Not all flips are subject to this requirement, however. Flips in rural areas, for example, are exempt.

You might have to use an escrow account to hold money for taxes and insurance.

Escrow accounts hold money that some mortgage lenders collect every month along with your mortgage payment and use to pay your big bills like property taxes and homeowner's insurance premiums.

Escrow accounts can be a convenient way to manage your costs. They help you save a little each month toward big bills your lender pays for you as they come due. Having an escrow account helps ensure that homeowners better understand the overall costs of maintaining their home.

Certain lenders have to collect monthly escrow payments from you for higher-priced mortgage loans, for at least the first five years you have the mortgage.

If your home is in a community association that buys homeowner's insurance for everyone in the development, the lender may have to escrow only for property taxes. The kinds of communities

that might have a governing association that maintains a master homeowner's insurance policy for all of the homes in the community include:

- Planned unit developments
- Condominiums
- Other "common interest" communities

Exception: Some loans don't require escrow accounts.

The escrow requirement may not apply to some lenders, particularly lenders that mostly operate in rural areas or areas where few loans are made. If your lender meets four conditions, it may not have to collect escrow payments from you. In general, the four conditions are:

1. It lends mostly in rural areas or places where few loans are made.
2. Together with any of its affiliates, it makes no more than 500 mortgages a year.
3. It has assets less than \$2 billion.
4. It and its affiliates generally do not maintain escrow accounts for any mortgage loans they currently service.

If your lender meets all four of those requirements, but it plans to sell your loan to another company that doesn't also meet the same four requirements, your lender will have to establish an escrow account for you if your loan is a higher-priced mortgage loan covered by the rule.

Exception: Some higher-priced mortgage loans are not covered.

The rules for higher-priced mortgage loans do not apply to all home loans. The rule for appraisals does not apply when you are applying for a higher-priced mortgage loan that is:

- A reverse mortgage
- A Qualified Mortgage
- Secured by a manufactured home, under specified conditions
- For a boat, trailer, or mobile home that is not a manufactured home
- For construction of a new home
- A temporary or bridge loan for 12 months or less
- A streamlined refinance mortgage, under specified conditions
- For an amount of \$25,000 or less

The rule for escrows does not apply to a higher-priced mortgage loan that is:

- Secured by shares in a cooperative
- To finance the initial construction of a dwelling
- A reverse mortgage
- Secured by a second, subordinate, or junior lien
- Open-end credit (such as a home equity line of credit)
- A temporary or bridge loan for 12 months or less

Where to find out more

Information about these and other rules is available at <http://consumerfinance.gov/regulations>.

You can get more mortgage facts and help at <http://consumerfinance.gov/mortgage>. Already have a mortgage? Take a look at the booklet, *Have a mortgage? What you can expect under federal rules*, posted on that page.

If you have a problem with your mortgage, you can also submit a complaint with the CFPB:

Online: www.consumerfinance.gov/complaint

By telephone: (we provide services in more than 180 languages)

8 a.m. to 8 p.m. ET, Monday–Friday:

(855) 411-CFPB (2372)

Español (855) 411-CFPB (2372)

TTY/TDD (855) 729-CFPB (2372)

By mail: Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, Iowa 52244

By fax: (855) 237-2392

Uniform Residential Loan Application

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

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

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

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP)	No. of Units
Legal Description of Subject Property (attach description if necessary)	Year Built

Purpose of Loan	<input type="checkbox"/> Purchase	<input type="checkbox"/> Construction	<input type="checkbox"/> Other (Explain)	Property will be:
	<input type="checkbox"/> Refinance	<input type="checkbox"/> Construction-Permanent		<input type="checkbox"/> Primary Residence
				<input type="checkbox"/> Secondary Residence
				<input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made	<input type="checkbox"/> to be made
	\$	\$		Cost: \$		

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		<input type="checkbox"/> Fee Simple
		<input type="checkbox"/> Leasehold (show expiration date)

Borrower	III. BORROWER INFORMATION	Co-Borrower
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Borrower's Name (including Jr. or Sr. if applicable)				Co-Borrower's Name (including Jr. or Sr. if applicable)			
Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
<input type="checkbox"/> Married	<input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower)		<input type="checkbox"/> Married	<input type="checkbox"/> Separated	Dependents (not listed by Borrower)	
<input type="checkbox"/> Unmarried (includes single, divorced, widowed)		no.	ages	<input type="checkbox"/> Unmarried (includes single, divorced, widowed)		no.	ages
Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.				Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			

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

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.
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Borrower	IV. EMPLOYMENT INFORMATION	Co-Borrower
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Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job
		Yrs. employed in this line of work/profession			Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)
		Monthly Income			Monthly Income
		\$			\$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)
		Monthly Income			Monthly Income
		\$			\$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	

Borrower _____
 Co-Borrower _____

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

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

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

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

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

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

Completed Jointly Not Jointly

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Description		Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Cash deposit toward purchase held by:	\$	Name and address of Company	\$ Payment/Months	\$
List checking and savings account below		Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$
Acct. No.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$
Acct. No.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$
Acct. No.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$
Acct. No.	\$	Acct. No.		
Stocks & Bonds (Company name/number & description)	\$	Name and address of Company	\$ Payment/Months	\$
Life insurance net cash value:	\$	Acct. No.		
Face amount: \$		Name and address of Company	\$ Payment/Months	\$
Subtotal Liquid Assets	\$	Acct. No.		
Real estate owned (enter market value from schedule of real estate owned)	\$	Name and address of Company	\$ Payment/Months	\$
Vested interest in retirement fund	\$	Acct. No.		
Net worth of business(es) owned (attach financial statement)	\$	Name and address of Company	\$ Payment/Months	\$
Automobiles owned (make and year)	\$	Acct. No.		
Other Assets (itemize)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
		Job Related Expense (child care, union dues etc.)	\$	
		Total Monthly Payments	\$	
Total Assets a.	\$	Net Worth (a minus b)	\$	Total Liabilities b.

Borrower _____

Co-Borrower _____

VI. ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned

(if additional properties are owned, use continuation sheet.)

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

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

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION

VIII. DECLARATIONS

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

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature X	Date	Co-Borrower's Signature X	Date
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X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

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

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

To be Completed by Loan Originator:
This information was provided:

In a face-to-face interview By the applicant and submitted by fax or mail
 In a telephone interview By the applicant and submitted via e-mail or the Internet

Loan Originator's Signature X	Date
Loan Originator's Name (print or type)	Loan Originator Identifier
Loan Origination Company's Name National Association	Loan Origination Company Identifier
	Loan Originator's Phone Number (including area code)
	Loan Origination Company's Address

Continuation Sheet / Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower:	Agency Case Number:
	Co-Borrower:	Lender Case Number:

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature X	Date	Co-Borrower's Signature X	Date
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Part 38.4 of the General Regulations of the Superintendent of Financial Services

38.4 Commitment disclosures and procedures.

(a) Disclosure requirements for mortgage loans for acquisition of a dwelling and for all other mortgage loans for which a commitment fee or points are paid to the lender.

At time of commitment, and in any case prior to the acceptance of a commitment fee or any points, each mortgage banker and exempt organization making a mortgage loan shall disclose in writing or by electronic transmission to each applicant for a mortgage loan the fees to be paid in connection with the commitment and the terms and conditions under which such fees may be refundable. Each mortgage banker and exempt organization shall also disclose the items listed below in the written or electronically transmitted commitment:

(1) Terms and conditions of the mortgage loan.

- (i) identification of entity making commitment;
- (ii) identification of borrower(s);
- (iii) identification of property securing loan;
- (iv) principal amount of the loan;
- (v) term of the loan;
- (vi) initial interest rate;
- (vii) initial monthly payment of principal and interest;
- (viii) a statement that a balloon payment will be required (if applicable);
- (ix) if the loan is an adjustable rate loan, in addition to the foregoing, the lender shall disclose the frequency of change, the index, the margin, and any relevant caps;
- (x) a statement that private mortgage insurance will be required (if applicable) and the conditions under which such insurance would no longer be required;
- (xi) a statement that flood insurance may be required if the property is in a flood zone;
- (xii) a statement that negative amortization may apply (if applicable);
- (xiii) whether and under what conditions the mortgage is assumable;
- (xiv) a statement that funds are to be escrowed (if applicable);
- (xv) total points to be accepted directly or indirectly by or on behalf of the mortgage banker or exempt organization at or prior to closing;

(xvi) the mortgage banker or exempt organization shall separately identify the points, including premium pricing, payable by the lender to a mortgage broker or a mortgage banker or exempt organization when acting in a mortgage brokerage capacity and briefly explain the basis for the premium pricing payment. Upon receipt of a copy of the separate fee agreement between the broker and the applicant, which fee agreement may be in writing or electronically transmitted, the lender is required to disclose any fees or points to be paid by the applicant directly to the mortgage broker;

(xvii) if applicable, the mortgage banker or exempt organization shall separately identify any premiums or bonuses to be paid to the mortgage broker by the lender and the basis of the mortgage broker's eligibility to receive premiums or bonuses; and

(xviii) if applicable, the amount of, or formula for calculating, the pre-payment penalty and terms of the pre-payment penalty.

(2) Terms and conditions of the commitment.

(i) time during which the commitment is irrevocable and may be accepted by the borrower, which time shall not be less than seven calendar days from the date of commitment or date of mailing, whichever is later;

(ii) amount of fees and charges payable at time of commitment including points or other discounts, origination fees or add-ons, however denominated by the mortgage banker or exempt organization; and

(iii) expiration date of the commitment, which must be a reasonable time for a consumer to arrange for a closing date.

(3) Mandatory disclaimer.

The following disclosure which shall be no less conspicuous than any other disclosure, made pursuant to this section, shall be included:

“IF YOU SIGN THIS COMMITMENT, AND YOU DO NOT CLOSE THIS LOAN IN ACCORDANCE WITH THE DESCRIBED TERMS, YOU MAY LOSE SOME OR ALL OF THE FEES OR CHARGES YOU HAVE PAID.”

(4) Conditions precedent to closing.

Either as part of the commitment or on a separate form given in conjunction with the commitment.

(i) a list of those items relating to the real property which must be produced prior to closing, including but not limited to the following items (if applicable):

(a) title report and insurance;

(b) property survey;

(c) copy of certificate of occupancy for use;

(d) satisfactory final inspection (if new construction);

- (e) evidence of appropriate hazard insurance;
- (f) evidence of flood insurance as appropriate;
- (g) master policy insurance certificate (if applicable in the case of condominiums);
- (h) termite inspection report;
- (i) radon test report;
- (j) well water test report; and
- (k) septic inspection report.

(ii) a list of those items relating to the cooperative housing unit which must be produced prior to closing, including but not limited to the following items (if applicable):

- (a) proprietary lease;
- (b) recognition agreement;
- (c) pledge of shares of stock;
- (d) warranty and representation that no outstanding claims against the proprietary lease or stock will exist at closing; and
- (e) copy of certificate of occupancy and title policy for the entire building if conversion has occurred within the last six months.

(iii) a list of foreseeable conditions and documents that will be required for closing of a mortgage loan. This list shall include, but need not be limited to, those property related items listed in this paragraph, as applicable, and any other specific property related documents and conditions and underwriting documents and conditions which the lender knows or reasonably should know, based upon the information contained in the applicant's file maintained by the lender at the time the commitment is issued, will be required. Underwriting documents refers only to those documents which the borrower must submit to the lender. The lender does not have to include specific title exceptions in the list. Documents that only require a borrower's signature need not be included in the list of foreseeable documents and conditions.

(b) Disclosure requirements for all residential mortgage loan transactions in which the proceeds of the mortgage loan will not be used to finance the acquisition of the dwelling and no commitment fee or points are paid to the lender prior to closing. A mortgage banker or exempt organization making a mortgage loan, the proceeds of which are not used to finance the acquisition of the dwelling securing the mortgage loan shall not be required to make such loan in accordance with section 38.3 of this Part and this section with the exception of the disclosure requirements contained in sections 38.3(b)(2)(vi), and 38.3(d) at application and subparagraphs (a)(1)(xvi) and (xviii) of this section upon loan approval provided the mortgage banker or exempt organization does not accept

any fees prior to closing other than an application fee, property appraisal fee and credit report fee.

(c) Procedures for mortgage loans for the acquisition of a dwelling and for all other mortgage loans for which a commitment fee or points are paid to the lender.

(1) Every mortgage banker and exempt organization shall provide each applicant with a written or electronically transmitted commitment which incorporates the items listed in paragraphs (a)(1), (2), (3) and (4) of this section. All commitments must be signed by the mortgage banker or exempt organization. All commitment agreements must be signed by the mortgage banker or exempt organization and the applicant. Such signatures may be hand-written or digital to the extent such digital signatures are recognized as binding under New York State law.

(2) With regard to written commitments, every mortgage banker and exempt organization shall provide each applicant with a duplicate hard-copy original of the signed commitment agreement.

(3) With regard to electronic commitments, within three business days of receipt of a commitment agreement, a hard-copy of such commitment agreement shall be mailed to each applicant who indicates that he or she does not have the computer capacity to down-load and print such commitment agreement. The mortgage banker or exempt organization shall keep a copy of the digitally signed commitment agreement. Furthermore, in those instances in which a hard-copy of the commitment agreement is not mailed to the applicant, the mortgage banker or exempt organization must be able to demonstrate that information was obtained as to the applicant's computer capacity to down-load and print such commitment agreement.

(4) No commitment given by a mortgage banker or exempt organization may contain any clause which conditions the commitment on the mortgage banker or exempt organization obtaining necessary funding or financing. This requirement shall not be deemed to be violated if the commitment discloses that the commitment is only for a particular loan product with a particular denominated third-party purchaser or investor, and discloses that the commitment is subject to the review and prior approval of that third-party purchaser or investor. No mortgage banker or exempt organization shall make a commitment for such a loan product unless the third-party purchaser or investor has committed to purchase such mortgage loan products from the mortgage banker or exempt organization. If such approval is not obtained the mortgage banker or exempt organization shall refund any points or commitment fees previously collected from the consumer.

(5) No points, however denominated by the mortgage banker or exempt organization, may be required by the mortgage banker or exempt organization as a condition for closing a mortgage loan if they have not previously been disclosed pursuant to this Part.

(6) Any additional settlement costs, documents or other items required to close the loan which are found to be necessary after the commitment has been issued

must be disclosed in writing or electronically transmitted to the applicant in a reasonable and timely manner.

(7) All commitment fees accepted pursuant to this Part must be refundable in full if the property appraisal report is not favorable for the product for which the commitment was issued.

(8) A commitment fee and any points taken by a mortgage banker or exempt organization prior to closing must be refunded in full if an applicant who has provided complete and correct credit information as required by the application form is rejected as not creditworthy.

(d) Notice of expiration.

The notice of expiration of the commitment period required by section 595-a(3)(c) of the Banking Law must be a separate document and must be mailed or electronically transmitted to each individual applicant and, in any joint application, either to a notice recipient, if one has been designated as such by the applicants or, if none, then to all the applicants not less than 12 business days nor more than 20 business days prior to the expiration of the commitment period. This notice need not be given if the expiration of the commitment period is less than 12 days from the date the commitment is accepted, provided that the lender complies with the requirements of subparagraphs (a)(2)(i) and (iii) of this section. This notice may refer to both the expiration of the commitment period and the lock-in period provided that the notice is timely with regard to the expiration of each.

NOTE

_____, _____
[Date]

_____, _____
[City]

_____, _____
[State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the ____ day of each month beginning on _____, _____. 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 _____, 20____, 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 _____
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. \$_____.

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

(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 _____% 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:

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

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

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

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

[Sign Original Only]

ADJUSTABLE RATE NOTE
(1 Year Treasury Index -- Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES I MUST PAY.

_____, _____, _____
[Date] [City] [State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$_____ (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is _____. 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 _____%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the first day of each month beginning on _____, _____. 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 _____, 20____, 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 _____ or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$_____. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of _____, _____, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The

most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding _____ percentage points (_____%) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than _____% or less than _____%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than _____% or less than the Margin.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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 dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges 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 _____% 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.

8. 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.

9. 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.

10. 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.

11. 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

[Sign Original Only]

After Recording Return To:

_____ [Space Above This Line For Recording Data] _____

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) **“Security Instrument.”** This document, which is dated _____, _____, together with all Riders to this document, will be called the “Security Instrument.”

(B) **“Borrower.”** _____, whose address is _____ sometimes will be called “Borrower” and sometimes simply “I” or “me.”

(C) **“Lender.”** _____ will be called “Lender.” Lender is a corporation or association which exists under the laws of _____. Lender’s address is _____.

(D) **“Note.”** The note signed by Borrower and dated _____, _____, will be called the “Note.” The Note shows that I owe Lender _____ Dollars (U.S. \$ _____) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by _____, _____.

(E) **“Property.”** The property that is described below in the section titled “Description of the Property,” will be called the “Property.”

(F) **“Loan.”** The “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 Security Instrument, plus interest.

(G) **“Sums Secured.”** The amounts described below in the section titled “Borrower’s Transfer to Lender of Rights in the Property” sometimes will be called the “Sums Secured.”

(H) **“Riders.”** All Riders attached to this Security Instrument that are signed by Borrower will be called “Riders.” The following Riders are to be signed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(I) “Applicable Law.” 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 will be called “Applicable Law.”

(J) “Community Association Dues, Fees, and Assessments.” All dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called “Community Association Dues, Fees, and Assessments.”

(K) “Electronic Funds Transfer.” “Electronic Funds Transfer” means any transfer of money, other than 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. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) “Escrow Items.” Those items that are described in Section 3 will be called “Escrow Items.”

(M) “Miscellaneous Proceeds.” “Miscellaneous Proceeds” means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage 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 sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as “Condemnation.”

(N) “Mortgage Insurance.” “Mortgage Insurance” means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) “Periodic Payment.” The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called “Periodic Payment.”

(P) “RESPA.” “RESPA” means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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.

BORROWER’S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;

- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below:

(A) The Property which is located at _____,
 _____ [Street] _____,
 _____, New York _____.
 _____ [City, Town or Village] _____ [Zip Code]
 This Property is in _____ County. It has the following legal description:

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay. I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, 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 required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. Application of Borrower's Payments and Insurance Proceeds. Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, 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 will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments For Taxes And Insurance.

(a) Borrower's Obligations. I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

- (1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"
- (2) The leasehold payments or ground rents on the Property (if any);
- (3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this Section 3.

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligations. Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow

Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

(c) Adjustments to the Escrow Funds. Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments And Claims. I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance. I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during

the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay 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 the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my 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. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not

economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, 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 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the 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. Borrower's Obligations to Occupy The Property. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.

(a) Maintenance and Protection of the Property. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds 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, I promise to pay for the completion of such repair or restoration.

(b) Lender's Inspection of Property. Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

8. Borrower's Loan Application. If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.

9. Lender's Right to Protect Its Rights in The Property. If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) 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. Lender can also enter 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, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will 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, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (a) Mortgage Insurance coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays 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 policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based 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 Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide 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."

It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has – if any – regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements About Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will 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 Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will 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 will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

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 immediately before the partial taking, destruction, or loss in value, the Sums Secured will 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 me.

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, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any

damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

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

12. Continuation of Borrower's Obligations And of Lender's Rights.

(a) Borrower's Obligations. Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

(b) Lender's Rights. Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

14. Loan Charges. Lender may charge me fees for services performed in connection with my 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. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will 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. 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 (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

15. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will 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 will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is 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. Law That Governs this Security Instrument; Word Usage. This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

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

17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

18. Agreements about Lender's Rights If the Property Is Sold or Transferred. Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires Immediate Payment in Full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, 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) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) 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 drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance. The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. 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 me 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 I nor Lender may commence, join or be joined to any court action (as either an individual party 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 has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which will 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 me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) 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 promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer

products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and “non-friable” (that is, not easily crumbled by hand pressure).

I will 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 I have 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 I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender’s Rights If Borrower Fails to Keep Promises and Agreements. Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called “Immediate Payment in Full.”

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as “Foreclosure and Sale.” In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys’ fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;**
- (b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:**
 - (1) The promise or agreement that I failed to keep or the default that has occurred;**
 - (2) The action that I must take to correct that default;**
 - (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;**

(4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;

(5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and

(6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. Agreements about New York Lien Law. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.

25. Borrower's Statement Regarding the Property [check box as applicable].

- This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.
- This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.
- This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 19 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ **[Space Below This Line For Acknowledgment]** _____

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this _____ day of _____, _____, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to _____ (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest

from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

_____(Seal)
-Borrower

_____(Seal)
-Borrower