

Affidavit of Occupancy

The applicant(s) hereby certify and acknowledge that, upon taking title to the subject property at _____ their occupancy status will be as follows:

____ Primary Residence - Occupied by Applicant(s) within 30 days of closing.

____ Secondary Residence - To be occupied by Applicant(s) at least 15 days yearly, as second home (vacation, etc.), while maintaining principal residence elsewhere.

____ Investment Property - Not owner occupied. Purchase as an investment to be rented.

The applicant(s) acknowledge it is a Federal crime punishable by fine or imprisonment, or both to knowingly make any false statements concerning this loan application as applicable under the provisions of Title 18, United State Code, Section 1014.

Borrower Signature

Date

Borrower Signature

Date

Confirmation of Interest Rate and Discount Points

Borrower(s): _____

Subject Property Address: _____

Application Date: _____ Loan Type: _____ Loan Amount: _____

THIS NOT A COMMITMENT TO LEND

The following interest rate and origination and discount points have been established in reference to the above mentioned property:

_____ 1. The interest rate has been set at _____%; the discount points have been set at _____%; and loan term is _____ years, the amount of the loan is _____. This loan must be closed and funded on or before _____. If this loan has not closed and funded by this date, regardless of the circumstances, the interest rate and discount points **MUST** be renegotiated.

_____ 2. You have elected to allow the interest rate and discount points to be set by the conditions of the market. We consider these loans to be on a "FLOATING" basis until confirmed and locked by mutual agreement at a later date. It is solely YOUR responsibility to monitor these changes and to inform us of your decision to "lock in" the rate and points when they reach a level with which you are satisfied. Only those rates offered and marketable by AMFCU will be considered for "lock-in".

A change in loan amount, property address or loan program may void this lock and require a new rate lock.

Borrower Signature

Date

Borrower Signature

Date

Equal Credit Opportunity Act

Name: _____

Property: _____

Loan Number: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this Lender is the National Credit Union Administration, 4807 Spicewood Springs Road; Suite 5100, Austin, TX 78759.

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

Borrower

Date

Borrower

Date

Impound/Escrow Account Request

The undersigned hereby requests to have impound/escrow accounts established for the payment of taxes or insurance relating to the property. (LTV 80% or above require impounds)

Taxes YES NO

Insurance YES NO

Property Insurance

A hazard insurance policy and a paid receipt for the first year premium are required for closing. All policies of insurance must be written through stock or mutual insurance companies having a rating of B+ or better as listed by the most current Alfred K. Best Insurance Guide. The lender will require the insurance information at least 3 days prior to closing.

Flood Insurance

I/We agree to purchase flood insurance if it is determined that the property offered as security for this loan is found to be located in an area designated by the Federal Emergency Management Agency (FEMA) as special flood area.

Borrower Signature

Date

Borrower Signature

Date

Notice Regarding Copy of Appraisal Report

You have the right to a copy of the appraisal report to be obtained in connection with the loan for which you are applying, provided that you have paid for or are willing to pay for the appraisal. If you want a copy of the appraisal report, please submit a written request to the following address:

Velocity Credit Union
P.O. Box 1089
Austin, TX 78701

The signature below acknowledges your receipt of this notice. Please keep this notice with your other loan records.

Borrower

Date

Borrower

Date

Velocity Credit Union

**NOTIFICATION TO MORTGAGE LOAN APPLICANT OF THE
POTENTIAL ASSIGNMENT, SALE OR TRANSFER OF SERVICING**

BORROWER: _____ **Loan#** _____

PROPERTY ADDRESS: _____

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. READ THIS STATEMENT AND SIGN IT ONLY IF YOU UNDERSTAND ITS CONTENTS.

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

Transfer Practices and Requirements

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

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing.

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

Complaint Resolution

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

Damages and Costs

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

Velocity Credit Union

**SECOND PAGE
NOTIFICATION TO MORTGAGE LOAN APPLICANT OF THE
POTENTIAL ASSIGNMENT, SALE OR TRANSFER OF SERVICING**

Loan# _____

Servicing Transfer Estimated by Lender

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

We are able to service mortgage loans; however, we presently intend to assign, sell or transfer servicing of your mortgage loan. You will be informed about your servicer.

We are able to service mortgage loans; however, we have not decided whether to service your loan. If we service your loan, we may assign, sell or transfer the servicing of your loan some time while the loan is outstanding.

For all the mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the chances that we will transfer the servicing of those loans is between 75 - 100 percent. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

* A Business Day is a day, excluding public holidays (State or Federal). Saturday and Sunday.

This is our record of transferring the servicing of the mortgage loans we have made in the past:

<u>Year</u>	<u>Percentage of loans Transferred</u>	(Rounded to nearest quartile - 0%, 25%, 50%, 75% or 100%)
2002	75-100%	
2001	75-100%	
2000	75-100%	

Velocity Credit Union
(signature not mandatory)

Date

ACKNOWLEDGEMENT OF MORTGAGE LOAN APPLICANT

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

Borrower Signature

Date

Borrower Signature

Date