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Home Equity Products

All Purpose no closing cost fixed rate Home Equity

Types: NCHE5, NCHE10, NCHE, HENCC

Terms: 60 months, 120 months, 180 months, 240 months

Limits: minimum $5,000 maximum $175,000

Counties we will do an equity loan: Broome, Cayuga, Chenango, Chemung, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne and Yates.

Qualifying Guidelines:

Home must have central heating, working septic and sewer system, drilled well or municipal services.

Mobile homes must be on permanent foundation (i.e. concrete piers below the frost line) and the value of the land cannot exceed the value of the mobile home. Mobile Homes must be manufactured after 1995. A UCC form is to be completed for mobile homes, stating the manufacturer name, make, model, length and width of home. The fee for UCC is $160. ($80 to place lien and $80 to remove once loan is satisfied)

Loan To Value and rate will be determined by the credit score of the borrower(s). The interest rate is set at the time of closing.

Must meet the mortgage rule; Ability to Repay
The debt to income ratio cannot exceed 43% to be considered a Qualified Mortgage. If the dti is over 43%, the loan request must be review by an Executive lender.

Safe Harbor: This is a Qualified Mortgage (DTI 43% or less) and our quoted rate is not more than 1.5% of the Average Prime Offered Rate (APOR) for 1st lien or more than 3.5% on second lien.

Rebuttable Presumption: This is a Qualified Mortgage, but higher-priced as our APR exceeds the APOR. If the Home Equity is approved, an Appraisal and Escrow will be required. For higher priced loans, we must provide a disclosure, Homeownership Counseling Agencies, to the applicant(s) that provides the following website where they can locate a credit counselor. www.consumerfinance.gov/find-a-housing-counselor.
R revolving no closing cost variable rate Home Equity Line of Credit (HELOC)
Types: 90, 91, 92, etc.

Terms: 15/15 year; Draw Period 15 yr. Repayment period 15 yr.

Limits: minimum $15,000. maximum $150,000

Counties we will do an equity loan: Broome, Cayuga, Chenango, Chemung, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne and Yates.

Qualifying Guidelines:
Home must have central heating, working septic and sewer system, drilled well or municipal services.
Mobile homes must be on permanent foundation (i.e. concrete piers below the frost line) and the value of the land cannot exceed the value of the mobile home. Mobile Home must be manufactured after 1995.
Loan To Value and rate will be determined by the credit score of the borrower(s). The interest rate is set at the time of closing.

Adjustable Rate: Prime Rate (quarterly)

The annual percentage rate is based on the value of the prime rate, which is published in the ‘Money Rates’ column of the Wall Street Journal on the first day of each month.
Equity Enhancement no closing cost fixed rate loan*

Type: HEENH

*The proceeds on an Equity Enhancement loan can only go toward the improvements of the property. Joint checks are to be issued to purchase building supplies, contractors or vendors.

Terms: 36 month, 84 month, 120 month

Limits: minimum $5,000 maximum $100,000

Counties we will do an equity loan: Broome, Cayuga, Chenango, Chemung, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne and Yates.

Loan To Value and rate will be determined by the credit score of the borrower(s). The interest rate is set at the time of closing.

All of our equity loans are no closing costs with a 3 year recapture fee, which means if the borrower pays off and closes the loan before the 3 year period, they will be required to pay the closing fees that were paid on their loan.

Proof on Insurance must be provided on all of our Home Equity products at closing with current policy period dates.

CFCU must be listed as lien holder: CFCU Community Credit Union
PO Box 924537
Fort Worth, TX 76124
SECTION 2
2014 Mortgage / Home Equity Rules

Ability to Repay

8 factors we need to consider and verify under the rule:

Current or reasonably expected income or assets
Current employment status
The monthly payment for this loan
The monthly payment on any simultaneous loans secured by the same property
Monthly payments for property taxes and insurance
Current debt obligations, alimony and child support
The monthly debt-to-income ratio or residential income
Credit history

Mandatory Escrow Accounts

For 'higher-priced' mortgages, where our offered rate exceeds the Average Prime Offer Rate (APOR) by 1.5 or more on a 1st lien position or exceeds our rate by 3.5 on a subordinate lien position, Escrow is required.
Properties located in a Flood zone in 1st lien position, Escrow is required.

ECOA Appraisal Rule

If an Appraisal needs to be ordered, we must notify applicants, in writing, within 3 business day of receiving an application that copies of the appraisal will be provided to them immediately upon completion of the appraisal at no cost to the applicant.

NMLS Number

We are required to have our NMLS # on the following documents:
Application
Note and Disclosure
Mortgage
2015

TILA/ RESPA Integrated Disclosures
Terminology

- **KBYO**- Know Before You Owe
- **TRID**- TILA- RESPA Integrated Disclosure Rule
- **Loan Estimate**- the Good Faith Estimate and the initial Truth in Lending disclosure combined into a new form, the Loan Estimate.
- **Closing Disclosure**- the HUD-1 and the final Truth in Lending disclosure have been replaced by a new form, the Closing Disclosure.

---

**TILA-RESPA History**

- Two different Federal agencies developed forms separately, under two Federal statutes: The Truth in Lending Act (TILA) and the Real Estate Settlement Procedures Act of 1974 (RESPA).
- The information overlapped and was inconsistent.
- The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) directs the Consumer Financial Protection Bureau (CFPB) to integrate the mortgage loan disclosures under TILA and RESPA.
Definition of an Application

- An application means the submission of a consumer’s financial information for purposes of obtaining an extension of credit. For transactions subject to the Rule, an application consists of the submission of the following six pieces of information:
  - 1. The consumer’s name;
  - 2. The consumer’s income;
  - 3. The consumer’s social security number to obtain a credit report;
  - 4. The property address;
  - 5. An estimate of the value of the property; and
  - 6. The mortgage loan amount sought.

Loan Estimate Timing Rules

- The creditor is responsible for ensuring that it delivers or places in the mail the Loan Estimate form no later than the third business day after receiving the consumer’s application.
- Change in Circumstance- same three day rule applies
Timing Rules- Revised Loan Estimate prior to Consummation

• The creditor may not provide a revised Loan Estimate on or after the date it provides the Closing Disclosure
• The creditor must ensure that the consumer receives the revised Loan Estimate no later than four business days prior to consummation.

Revised Loan Estimate Timing Rules

• What if a changed circumstance occurs too close to consummation for the creditor to provide a revised Loan Estimate?
  • If the changed circumstance or other triggering event occurs between the fourth and third business days from consummation, the creditor may reflect the revised charges on the Closing Disclosure provided to the consumer three business days before consummation.
  • If the event occurs after the first Closing Disclosure has been provided to the consumer (i.e., within the three-business-day waiting period before consummation), the creditor may use revised charges on the Closing Disclosure provided to the consumer at consummation, and compare those amounts to the amounts charged for purposes of determining good faith and tolerance.

Samples of the Loan Estimates and Closing Disclosure follow
## Loan Estimate

**DATE ISSUED** 2/15/2013  
**APPLICANTS** Michael Jones and Mary Stone  
123 Anywhere Street  
Anytown, ST 12345  
**PROPERTY** 456 Somewhere Avenue  
Anytown, ST 12345  
**SALE PRICE** $180,000

### Loan Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
<th>Increase After Closing</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount</td>
<td>$162,000</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Interest Rate</td>
<td>3.875%</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Monthly Principal &amp; Interest</td>
<td>$761.78</td>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>

### Projected Payments

<table>
<thead>
<tr>
<th>Payment Calculation</th>
<th>Years 1-7</th>
<th>Years 8-30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal &amp; Interest</td>
<td>$761.78</td>
<td>$761.78</td>
</tr>
<tr>
<td>Mortgage Insurance</td>
<td>+ 82</td>
<td>+</td>
</tr>
<tr>
<td>Estimated Escrow Amount can increase over time</td>
<td>+ 206</td>
<td>+ 206</td>
</tr>
<tr>
<td>Estimated Total Monthly Payment</td>
<td>$1,050</td>
<td>$968</td>
</tr>
</tbody>
</table>

- **Estimated Taxes, Insurance & Assessments**  
  Amount can increase over time  
  $206 a month

  **This estimate includes**  
  - Property Taxes  
  - Homeowner's Insurance  
  - Other:

  See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.

### Costs at Closing

- **Estimated Closing Costs** $8,054  
  Includes $5,672 in Loan Costs + $2,382 in Other Costs + $0 in Lender Credits. See page 2 for details.
- **Estimated Cash to Close** $16,054  
  Includes Closing Costs. See Calculating Cash to Close on page 2 for details.

Visit [www.consumerfinance.gov/mortgage-estimate](http://www.consumerfinance.gov/mortgage-estimate) for general information and tools.
## Closing Cost Details

### Loan Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Origination Charges</td>
<td>$1,802</td>
</tr>
<tr>
<td>.25% of Loan Amount (Points)</td>
<td>$405</td>
</tr>
<tr>
<td>Application Fee</td>
<td>$300</td>
</tr>
<tr>
<td>Underwriting Fee</td>
<td>$1,097</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Services You Cannot Shop For</td>
<td>$672</td>
</tr>
<tr>
<td>Appraisal Fee</td>
<td>$405</td>
</tr>
<tr>
<td>Credit Report Fee</td>
<td>$30</td>
</tr>
<tr>
<td>Flood Determination Fee</td>
<td>$20</td>
</tr>
<tr>
<td>Flood Monitoring Fee</td>
<td>$32</td>
</tr>
<tr>
<td>Tax Monitoring Fee</td>
<td>$75</td>
</tr>
<tr>
<td>Tax Status Research Fee</td>
<td>$110</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. Services You Can Shop For</td>
<td>$3,198</td>
</tr>
<tr>
<td>Pest Inspection Fee</td>
<td>$135</td>
</tr>
<tr>
<td>Survey Fee</td>
<td>$65</td>
</tr>
<tr>
<td>Title - Insurance Binder</td>
<td>$700</td>
</tr>
<tr>
<td>Title - Lender's Title Policy</td>
<td>$535</td>
</tr>
<tr>
<td>Title - Settlement Agent Fee</td>
<td>$502</td>
</tr>
<tr>
<td>Title - Title Search</td>
<td>$1,261</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. TOTAL LOAN COSTS (A + B + C)</td>
<td>$5,672</td>
</tr>
</tbody>
</table>

### Other Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>E. Taxes and Other Government Fees</td>
<td>$85</td>
</tr>
<tr>
<td>E.1 Recording Fees and Other Taxes</td>
<td>$85</td>
</tr>
<tr>
<td>Transfer Taxes</td>
<td>$85</td>
</tr>
<tr>
<td>F. Prepaid</td>
<td>$867</td>
</tr>
<tr>
<td>F.1 Homeowner's Insurance Premium (6 months)</td>
<td>$605</td>
</tr>
<tr>
<td>F.2 Mortgage Insurance Premium (months)</td>
<td>$262</td>
</tr>
<tr>
<td>F.3 Prepaid Interest ($17.44 per day for 15 days @ 3.875%)</td>
<td>$262</td>
</tr>
<tr>
<td>F.4 Property Taxes (months)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>G. Initial Escrow Payment at Closing</td>
<td>$413</td>
</tr>
<tr>
<td>G.1 Homeowner's Insurance $100.83 per month for 2 mo.</td>
<td>$202</td>
</tr>
<tr>
<td>G.2 Mortgage Insurance $105.30 per month for 2 mo.</td>
<td>$211</td>
</tr>
<tr>
<td>Property Taxes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>H. Other</td>
<td>$1,017</td>
</tr>
<tr>
<td>H.1 Title - Owner's Title Policy (optional)</td>
<td>$1,017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>L. TOTAL OTHER COSTS (E + F + G + H)</td>
<td>$2,382</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. TOTAL CLOSING COSTS</td>
<td>$8,054</td>
</tr>
<tr>
<td>J.1 Lender Credits</td>
<td>$8,054</td>
</tr>
</tbody>
</table>

### Calculating Cash to Close

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Closing Costs (EJ)</td>
<td>$8,054</td>
</tr>
<tr>
<td>Closing Costs Financed (Paid from your Loan Amount)</td>
<td>$0</td>
</tr>
<tr>
<td>Down Payment/Funds from Borrower</td>
<td>$18,000</td>
</tr>
<tr>
<td>Deposit</td>
<td>- $10,000</td>
</tr>
<tr>
<td>Funds for Borrower</td>
<td>$0</td>
</tr>
<tr>
<td>Seller Credits</td>
<td>$0</td>
</tr>
<tr>
<td>Adjustments and Other Credits</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cash to Close</td>
<td>$16,054</td>
</tr>
</tbody>
</table>
## Additional Information About This Loan

<table>
<thead>
<tr>
<th>Comparisons</th>
<th>Use these measures to compare this loan with other loans.</th>
</tr>
</thead>
<tbody>
<tr>
<td>In 5 Years</td>
<td>$56,582 Total you will have paid in principal, interest, mortgage insurance, and loan costs. $15,773 Principal you will have paid off.</td>
</tr>
<tr>
<td>Annual Percentage Rate (APR)</td>
<td>4.274% Your costs over the loan term expressed as a rate. This is not your interest rate.</td>
</tr>
<tr>
<td>Total Interest Percentage (TIP)</td>
<td>69.45% The total amount of interest that you will pay over the loan term as a percentage of your loan amount.</td>
</tr>
</tbody>
</table>

## Other Considerations

**Appraisal**
We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

**Assumption**
If you sell or transfer this property to another person, we
☐ will allow, under certain conditions, this person to assume this loan on the original terms.
☒ will not allow assumption of this loan on the original terms.

**Homeowner's Insurance**
This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.

**Late Payment**
If your payment is more than 15 days late, we will charge a late fee of 5% of the monthly principal and interest payment.

**Refinance**
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

**Servicing**
We intend
☐ to service your loan. If so, you will make your payments to us.
☒ to transfer servicing of your loan.

## Confirm Receipt
By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.
What is the Total Interest Percentage (TIP) on a mortgage?

updated 8/12/2015

The Total Interest Percentage (TIP) is a new disclosure required by Congress in the Dodd-Frank Act. The TIP tells you how much interest you will pay over the life of your mortgage loan, compared to the amount you borrowed. The total interest percentage is calculated by adding up all of the scheduled interest payments, then dividing the total by the loan amount to get a percentage. The calculation assumes that you will make all your payments as scheduled. The calculation also assumes that you will keep the loan for the entire loan term.

For example, if you have a $100,000 loan and your TIP is 50 percent, that means that you will pay a total of $50,000 in interest over the life of the loan, in addition to repaying the $100,000 that you borrowed. If your TIP is 100 percent, that would mean that you will pay $100,000 in interest (100 percent of the $100,000 loan amount) over the life of the loan.

You can find the TIP for your loan on page 3 of your Loan Estimate or page 5 of your Closing Disclosure. The TIP is most useful as a comparison point between different Loan Estimates.
The New Closing Disclosure ("CD")

Combines 2 separate documents, the HUD and Final TIL, into 1 document.

The Closing Process

The CLOSING DISCLOSURE is 5 total pages & must be signed and returned at least three days prior to closing.
SIGNING & RETURNING THE CD

- Member/Buyer MUST sign, date and return the CD – **this starts the clock!** Dependent on the method of delivery, member has a default number of days to confirm receipt, **unless signed and returned**
  - Email – 3 days
  - Snail mail – 6 days
  - Overnight mail – 6 days
  - In person – day of delivery

What Happens if Something Changes?

Only THREE changes require a new 3-day review:

1. **The APR (annual percentage rate) increases by more than 1/8 of a percent for fixed-rate loans or 1/4 of a percent for adjustable loans.** A decrease in APR will not require a new 3-day review if it is based on changes to interest rate or other fees.

2. A prepayment penalty is added, making it expensive to refinance or sell.

3. The basic loan product changes, such as a switch from fixed rate to adjustable interest rate or to a loan with interest-only payments.

---

Lenders have been required to provide a 3-day review for these changes in APR since 2009.

NO OTHER changes require a new 3-day review:

There has been much misinformation and mistaken commentary around this point. Any other changes in the days leading up to closing do not require a new 3-day review, although the lender will still have to provide an updated disclosure.

For example, the following circumstances do not require a new 3-day review:

- Unexpected discoveries on a walk-through such as a broken refrigerator or a missing stove, even if they require seller credits to the buyer.
- Most changes to payments made at closing, including the amount of the real estate commission, taxes and utilities proration, and the amount paid into escrow.
- Typos found at the closing table.
STACKING ORDER AND TABS FOR HOME EQUITY AND HELOC FILES
The following will be the stacking order within the tabs for the Home Equity and HELOC files.

1- On the top of the tabs:
   a. Home Equity/ HELOC Checklist
   b. Loan Payment Election Form
   c. Mortgage- both Long and Short including Schedule A and the 253 Affidavit
   d. Note (fixed HE only)
   e. Multi State Home Equity Addendum (HELOC only)

2- Application Tab
   a. Completed Application
   b. Data Collection Form (for Home Equity loans that are HMDA reportable only)
   c. HMDA forms
   d. Member Receipt for receiving HELOC checks

3- Credit Report

4- Income Docs
   a. Tax returns
   b. Pay Stubs
   c. Letters from Employer
   d. Any Paperwork used to verify income

5- Appraisal
   a. Appraisals
   b. Copies of Assessments
   c. Paid Tax Receipts
   d. Homeowners Insurance policy

6- Assets

7- All Disclosures
   a. CUNA Insurance Form
   b. Closing Disclosure
   c. Loan Estimate
   d. Flood Certificate
   e. Servicing Disclosure Statement (HELOC only)
   f. Notice of Right to Cancel
   g. Commitment Letter
   h. FACT Act Notice
   i. Oil, Gas and Mineral Lease Disclosure
   j. Fee Disclosure form
   k. Right to receive a copy of the appraisal (HELOC only)
   l. HELOC close letter
   m. HELOC Credit Agreement
   n. HELOC Multi State Early Disclosure
   o. Certification and Authorization
8- Miscellaneous
   a. Copies of checks for disbursal (If applicable)
   b. Copies of initialed receipts for disbursal (If applicable)
   c. Invoice and copy of check or receipt for Stub search
   d. Loan Payment information printouts
   e. Home Equity-Schedule A Request & Review Sheet
   f. Stub Search
   g. Any other miscellaneous paperwork
   h. UCC form (If applicable)
   i. Manufactured Home Title (If applicable)
### HOME EQUITY CHECKLIST

**MEMBER NAME** ________________________________  **ACCOUNT #** ____________________

**CO BORROWER NAME** ___________________________  **AMOUNT** $_____________________

**COUNTY** ____________________________  **PROPERTY VALUE** $__________________  **LTV** _______%

(ASSESSED / APPRAISAL)

**PURPOSE** ____________________________________  **CFCU LIEN POSITION** - 1st / 2nd

**RATE QUOTED** ____________  **TERM** ____________  **HMDA FORMS** (if applicable)

**APOR** _______  (+ ) 1.5 1st Lien or 3.5 2nd Lien ( = ) _______ **

If RATE QUOTED exceeds APOR total **, escrow and appraisal is required.

**DEBT RATIO** _______ cannot exceed 43%

**QUALIFIED MORTGAGE** Y / N  **SAFE HARBOR** Y / N

**PRELIM DOCS**

---

**ALL APPLICANTS MEMBERS**

---

**CREDIT REPORT**

---

**ON-LINE ASSESSMENT**

---

**APPLICATION**

---

**DATA COLLECTION FORM** (only if HMDA)

---

**LOAN ESTIMATE**

---

**FEE DISCLOSURE**

---

**COMMITMENT LETTER**

---

**OIL AND GAS LEASE**

---

**CERTIFICATION & AUTHORIZATION**

---

**FACT ACT NOTICE** (APP / CO-APP)

---

**CLOSING DOCS**

---

**CLOSING DISCLOSURE** (TO MEMBER 3 BUSINESS DAYS)

---

**BEFORE CLOSING DATE - NOT DISBURSE DATE**

---

**MORTGAGE / SCH A**

---

**SHORT FORM** (TOMPKINS / CORTLAND)

---

**NOTE**

---

**253 AFFIDAVIT**

---

**CUNA FORM**

---

**NOTICE OF RIGHT TO CANCEL**

---

**HOME OWNERS INSURANCE BINDER**

---

**FINAL FEE DISCLOSURE**

---

**COUPONS PRINTED**

---

**OIL GAS CLOSING STATEMENT** (if needed)

---

**MISC.**

---

**DISBURSING**

---

**AUTO PAY FORM & SET UP**

---

**HMDA FORM** (Loan Manager)

---

**CHECK COPIES / RECEIPTS**

---

**TITLE SEARCH ORDERED**

---

**SCH A REQUEST SENT**

---

**CLOSING DATE**

---

**DISBURSING DATE**

---

**FEES:**

---

**APPLICATION FEE** $100.00  **UCC FEE** for manufactured housing $160.00

---

**TAX SERVICE FEE** $75.00  **APPRaisal FEE** $________

---

**TITLE SEARCH** $_______  **see County Recording Sheets**

---

**FLOOD SEARCH** $12.00  **see County Recording Sheets**

---

**RECORDING FEE** $_______

---

**MORTGAGE TAX** $_______

---

**TOTAL FEES** $_________

---
# HOME EQUITY LINE OF CREDIT CHECKLIST

**MEMBER NAME** ________________________________

**ACCOUNT #** ____________________________

**CO BORROWER NAME** ____________________________

**AMOUNT** $__________________________

**COUNTY** ____________________________

**PROPERTY VALUE** $__________________ **LTV** %

**PURPOSE** ____________________________

**CFCU LIEN POSITION** - 1st / 2nd

<table>
<thead>
<tr>
<th>PRELIM DOCS</th>
<th>CLOSING DOCS</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>ALL APPLICANTS MEMBERS</td>
<td>NY OE HOME EQUITY MORTGAGE / SCH A</td>
</tr>
<tr>
<td>CREDIT REPORT</td>
<td>HE OE MULTI-STATE CREDIT AGREEMENT</td>
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<tr>
<td>ON-LINE ASSESSMENT</td>
<td>MULTI-SATE HOME EQUITY ADDENDUM</td>
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<tr>
<td>APPLICATION</td>
<td>253 AFFIDAVIT</td>
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<tr>
<td>RESPA SERVICING DISCLOSURE</td>
<td>CUNA FORM</td>
</tr>
<tr>
<td>FEE DISCLOSURE</td>
<td>NOTICE OF RIGHT TO CANCEL</td>
</tr>
<tr>
<td>COMMITMENT LETTER</td>
<td>HOME OWNERS INSURANCE</td>
</tr>
<tr>
<td>OIL AND GAS LEASE</td>
<td>BINDER</td>
</tr>
<tr>
<td>CERTIFICATION &amp; AUTHORIZATION</td>
<td>FINAL FEE</td>
</tr>
<tr>
<td>FACT ACT NOTICE (APP/ CO-APP)</td>
<td>DISCLOSURE</td>
</tr>
<tr>
<td>APPRAISAL DISCLOSURE</td>
<td>CHECKS / CHECK RELEASE FORM</td>
</tr>
<tr>
<td>MULTI-STATE H / E EARLY DISCLOSURE</td>
<td>OIL GAS CLOSING STATEMENT ( if needed)</td>
</tr>
<tr>
<td>HELOC BROCHURE</td>
<td>MISC.</td>
</tr>
</tbody>
</table>

**NEED**

| _______ | _______ |
| _______ | _______ |
| ALL PRELIM DOCS SIGNED | LOAN MANAGER - LOAN DRAFTS |
| VERIFICATION OF INCOME | LOAN DRAFT ACCT # ENTER AND SAVE |
| FLOOD CERTIFICATION | E NOTE ON MEMBERS ACCOUNT |
| APPRAISAL (if required) | |
| TAX RECEIPTS / CFCU Escrowed | HELOC ACCOUNT # - 5400 + MEMBER ACCOUNT NUMBER + (90,91,ETC)) |
| HOME OWNERS INSURANCE POLICY | |
| MISC. | |

**TITLE SEARCH ORDERED** ____________

**SCH A REQUEST SENT** ____________

**CLOSING DATE** ____________

**DISBURSING DATE** ____________

**FEES:**

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICATION FEE</td>
<td>$100.00</td>
</tr>
<tr>
<td>TAX SERVICE FEE</td>
<td>$75.00</td>
</tr>
<tr>
<td>TITLE SEARCH</td>
<td>$________</td>
</tr>
<tr>
<td>FLOOD SEARCH</td>
<td>$12.00</td>
</tr>
<tr>
<td>RECORDING FEE</td>
<td>$________</td>
</tr>
<tr>
<td>MORTGAGE TAX</td>
<td>$________</td>
</tr>
</tbody>
</table>

**TOTAL FEES** $________

UCC FEE for manufactured housing $160.00

APPRAISAL FEE $________

see County Recording

sheets

see County Recording

SHEETS
**Underwriting Guidelines**

The following items are to be input in the user defined field for the loan officer’s consideration: Debt ratio, UTG, LTV, Credit Score, BK Score, and Credit Grade.

Situations when it is necessary to contact a Senior or Executive Loan Officer:

- **Debt Ratio is over 43% (over 43% is considered a Non-Qualified Mortgage)**
- **Debt Ratio for HELOC’s over 50%**
- **UTG is over 50%**
- **Annual income less than $25K (individual)**
- **Employment less than 6 months**
- **Credit score is under 600**
- **Member has had a Bankruptcy in the past 2 years**
- **An exception is required for Rate, Term or LTV%**
- **It is the loan processors responsibility to indicate any of these exceptions by entering a ‘Y’ in the User Defined field on Lending Navigator**

The reviewing Officer will be able to clearly see what exceptions they are approving.

For fixed rate Home Equity Loans, the user defined field must be completed by entering ‘Y’ or ‘N’ with regard to a Non-Qualified Mortgage, Safe Harbor or Rebuttable Presumption loan

*Notes should be made in the Notebook by the approving Senior or Executive officer as to the exceptions they are approving.
CFCU absorbs fees for our No Closing Cost Home Equities.

It is the responsibility of each Loan Officer to pay the Title Search Fee and, if applicable, the Appraisal Fee before the file goes to quality review.

On Teller Nav, go to the 100 account. Choose the Voucher Tab. FROM choose GL, SOURCE is none. TO choose MA, suffix S53. In Transaction Comments type in member name and Title Search Fee end enter. Then choose Transaction Tab. In type choose OUT, suffix S53. Enter the amount and choose CHECK. At PAY TO use drop down and choose OTHER, hit delete and type who the check is payable to, hit ACCEPT and then hit cancel and OK. Scroll right and click in the State/ Zip box, then enter. Hit POST and your check will print.

To Pay Precision Abstract directly:

On Teller Navigator use the borrowers account number. Choose the Voucher Tab. Enter the amount due ($75). FROM choose GL, Source MMCK.

TO, choose MA and enter 10039144, suffix S50. The comment section should contain borrower’s last name and the invoice #. Hit enter.

At times an appraisal is needed in ordered to proceed with the Home Equity. Collect the fee from the member and deposit the check in Teller Navigator to the general ledger MMCK. Once you have received the Appraisal be sure to issue a check to pay the invoice that is attached to the Appraisal.

To reimburse the member for the appraisal fee once the loan has closed, go to the teller form. Enter member for the account type. The Tran Code is MMCK. This will debit the correct GL. Issue a check to the member.

If a member refinances or pays off a no closing cost loan prior to the 3 years, they must reimburse the closing costs. Many will add those fees to their amount borrowed. This must be shown on the Settlement Statement for items to be paid.

Issue a check payable to CFCU and post it on the teller form. Enter member for the account type. The Tran Code is GLCK. Use 705-0-50 for the GL#.
SECTION 3
Online Assessments

Tompkins County:  http://asmsdg2.tompkins-co.org/

Cortland County:  http://www.cortland-co.org/rpts/Imagemate.htm

All Other Counties:  www.real-info.com
The Assessment sites are similar in displaying the value of the property that you search for.

Use the value of the most current year

<table>
<thead>
<tr>
<th>Tax Map ID / Property Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roll Section:</td>
</tr>
<tr>
<td>Site Property Class:</td>
</tr>
<tr>
<td>In Ag. District:</td>
</tr>
<tr>
<td>Bldg. Style:</td>
</tr>
<tr>
<td>School District:</td>
</tr>
</tbody>
</table>
| Equalization Rate:        | 2015 - 100.00%  
                           | 2014 - 100.00%  |
| Total Assessment:         | 2015 - $460,000  
                           | 2014 - $460,000  |
| Deed Page:                | 36       |
| Grid North:               | 854902   |

Getting the assessed value is needed to determine the Loan to value. You’ll need to know any existing liens against the property (1st mortgage) plus the amount they want for their home equity loan. Add those two figures together and divide that into the total assessment to get the loan to value figure. Your rate sheet will determine the LTV the member will qualify for based on their credit score.
Home Equity Appraisal Request (Branch to Art Bakert)

Name of Person(s) Requesting Home Equity:

Type of Appraisal Needed (Typically 704 Interior for Home Equity):

Address (Street, City, County):

Contact Info: Phone (H)   (W)

FEE $195.00

Once you have received your appraisal, be sure to issue a check to the Appraisal Company for payment. The invoice will be attached with the appraisal.

The check should be issue in Teller Nav from general ledger MMCK and mailed to the address that appears on the invoice.

A copy of the appraisal must be provided to the borrower promptly upon completion of the appraisal with no additional fee charged to the borrower for providing the copy.

*Loan amounts of $250K and over require an appraisal. (Although our policy has a max amount of $175K for fixed rate Home Equity and $150K for HELOC’s, occasionally, an Executive may approve a loan in access of our loan limit.)
SECTION

4
Flood Certifications

CFCU orders flood searches through CBC

[https://www.creditbureaureports.com/](https://www.creditbureaureports.com/)

****Flood Certifications should be ordered as soon as your loan has been approved. Be sure these two fields are checked.

Any 1st lien position property in a Flood zone will require an escrow account. *(we only put an escrow account on fixed rate Home Equities, not HELOC’s.)*

Procedure:

Click on CBC Web Reports.

Each Lender has their own sign on and password.

Enter the member’s name and address and click SUBMIT at the top of the screen.

Retrieve the final report by clicking on REPORT STATUS.

Choose your report from the drop down and print. Reorder new Flood Certificate with every new Home Equity application.
Properties Located In A Flood Zone

For properties located in a Flood Zone the following pertains:

**For 1st lien positions, escrow of Flood Insurance will be required.**

The completed Flood Search will indicate YES, the property is in a Flood zone.

This form must be given to the member 10 days prior to the closing date. The back of the form must be signed by the member at least 3 days prior to the loan closing.

CFCU will require a current Flood Insurance binder prior to closing the loan.

*(See sample of form next 2 pages)*
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS
   CFCU COMMUNITY CREDIT UNION
   1030 CRAFT RD
   ITHACA, NY 14850
   NY5-00109***

2. COLLATERAL (Building/Mobile Home Property)
   PROPERTY ADDRESS AND PARCEL NUMBER (See instructions for more information)
   
3. LENDER ID. NO.
   
4. LOAN IDENTIFIER
   1511215154859298

5. AMOUNT OF FLOOD INSURANCE REQUIRED
   
SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name
   CANDOR, TOWN OF

2. County(ies)
   TIoga

3. State
   NY

4. NFIP Community Number
   360833

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community Flood Hazard Rating

2. LOMA#OR Number

3. Flood Zone
   A

4. Date NFIP Map
   
   04/17/12

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

1. Federal flood insurance is available (Community participates in the NFIP) ✓
   Regular Program

2. Federal flood insurance is not available because the community is not participating in the NFIP.

3. Building/Mobile Home is in a Coastal BarrierResource Area (CERA) or Other Protected Area (OPA). Federal Flood Insurance may not be available.
   CERA/OPA Designation date:

D. DETERMINATION:

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS “A” OR “V”)? ✓ YES  NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.

E. COMMENTS (Optional)

   Service Type: Home Equity (LOL) / Census Tract
   Requester: Judy Hoffman
   Date of Original Determination: 12/15/15
   Determination #: 15121515489198
   Account ID: NY5-00109***
   Estimated BFE:

   Census Data:
   STATE CODE #: 36
   COUNTY CODE #: 107
   MSAMD #: 13780
   CENSUS TRACT #: 0202.00
   BLOCK GROUP #: 2074

   THIS FLOOD DETERMINATION IS PROVIDED TO THE LENDER PURSUANT TO THE FLOOD DISASTER PROTECTION ACT AND FOR NO OTHER PURPOSE.
   This determination is based on examining the NFIP map, and Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)

   F Z D S
   875 Greentree Road, 8 Parkway Center
   Pittsburgh, PA 15220
   PHONE: 800-841-0662  FAX: 800-841-0663

DATE OF DETERMINATION

12/15/15

FEMA Form 086-0-32, (4/12) PREVIOUSLY FEMA Form 81-93
LIFE OF LOAN FLOOD ZONE DETERMINATION
NOTIFICATION OF TRANSFER OF MORTGAGE HOLDER

From: CFCU COMMUNITY CREDIT UNION
1030 CRAFT RD
ITHACA, NY 14850

Borrower: __________________________

Property: __________________________

Determination #: 14110409542201

Loan No.: __________________________

The Life of Loan flood determination service requires lender notification upon changes in flood hazard status. Please complete the following when the mortgage holder changes or upon retirement of the loan.

Please mail to:
To: FZDS
875 Greentree Road, 8 Parkway Center
Pittsburgh, PA 15220

Or Fax to: 800.811.0663

Thank you for your cooperation.

Transfer To:

Mortgage Holder Change: __________ Loan Not Processed: __________ Loan Retirement: __________

(canceled)

New Mortgage Holder: __________________________
Address: ___________________________________
City, State, Zip: ____________________________
New Loan Number: __________________________
Requested By: __________________________

Signed: __________________________ Date: __________________________

Internal Use Only

New Vendor #: __________________________
SECTION 5
The Mortgage Department will review our title searches and prepare the Schedule A.

The Title Search is a compilation of the recorded documents relating to a particular parcel of land. Our paralegal reviews the stub search, checking for open liens, judgments, miscellaneous agreements (such as boundary line agreements), ownership and most importantly verifying to make sure we are mortgaging the correct property.

Once the review is complete, the Schedule A is typed, reviewed and sent to you.

EXISTING LIENS: This situation rarely happens, but we do see it from time to time. A second Mortgage may show in the search that has already been filed and the information from the loan officer states that the lien is not being paid with proceeds of the loan.

Since CFCU will not take third lien position we will require that the lenders that hold the second lien to sign a SUBORDINATION AGREEMENT. This will move that lien to third position and allow CFCU to take second lien position when our Mortgage is filed. The members should be aware that getting this agreement signed can delay the closing and can cost money, depending on who the mortgage holder is.

SURVEY MAPS: If there is no map included within the search it is difficult to know that the Schedule A being typed is the exact description of the parcel we are mortgaging. Often, the title company will include the map in the search if one has been recorded. If a map is not included and the mortgage department feels we should get one, the loan officer will be contacted. If the member does not have a survey map please check with a Senior Loan Officer to make sure one will not be required. The TAX ID MAP from the county is not acceptable. Tax maps do not have measurements on them. They are purely for the use of the county to identify a particular parcel for tax purposes.

NAME ON TITLE:

It is common to find that there are two borrowers, but only one of them is on title, or actually owns the property. In this case both borrowers will sign the Note, but only the person on title will sign the Mortgage and the Right of Rescission. The names on the Mortgage that we prepare for recording must match exactly as the name(s) on title (deed), as shown on the Schedule A.
Once the equity loan has been approved and all preliminary disclosure have been signed by the borrower(s), we need to order a Title search (stub search). We have a few companies to choose do the search:

**Precision Abstract:** Company is owned by Melissa Brewer. She will do searches in numerous counties; **Broome, Cayuga, Cortland, Chemung, Schuyler, Seneca, Tompkins, Tioga and Onondaga.**

**Cortland Abstract:** Used only for properties located in **Cortland County.**

**Stewart Title:** Company was formerly known as Monroe Title. This company is much bigger and will basically search **all other counties** that we offer home equities in. They are pricier than the other companies. You will need to call the office that handles the county to get the fee they will charge. This fee will go on your preliminary documents.

**CONTACT INFORMATION**

**ALBANY**
c/o Albany County Clerk’s Office
52 N. Russell Rd., Room #10
Albany, NY 12206
(518) 462-0566
Fax: (518) 462-0525
**Serving - Albany and Rensselaer Counties**

**ALBION**
Court House Square
Albion, NY 14411
(585) 599-4476
Fax: (585) 599-1789
**Serving - Orleans County**

**AUBURN**
c/o Cayuga County Clerk’s Office
160 Genesee Street
Auburn, NY 13021
(315) 252-0982
or (315) 252-1540
Fax: (315) 252-6138
**Serving - Cayuga and Seneca Counties**

**BATAVIA**
230 East Main Street
Batavia, NY 14020
(585) 343-7450
Fax: (585) 343-2827
**Serving - Genesee County**

**BATH**
PO Box 32
3 E. Pulasky Square
Bath, NY 14810
(607) 776-6936
Fax: (607) 776-7239
**Serving - Steuben County**

**BELMONT**
21 Schuyler Street
PO Box 571
Belmont, NY 14813
(585) 268-7623
or (585) 576-3742
Fax: (585) 268-5223
**Serving - Allegany County**

**BINGHAMTON**
Suite 200 West Tower
20 Howley Street
Binghamton, NY 13901
(607) 723-2597
Fax: (607) 723-1088
**Serving - Broome, Chenango and Delaware Counties**

**BUFFALO**
120 Pearl Street
Buffalo, NY 14201
(716) 852-0797
Fax: (716) 878-4962 & 9847
**Serving - Cattaraugus and Erie Counties**

**CANANDAIGUA**
40 South Main Street
Canandaigua, NY 14424
(585) 394-7979
Fax: (585) 394-5557
**Serving - Ontario and Yates Counties**

**ELMIRA**
HSBC Bank Building
150 Lake Street, 2nd Floor West
Elmira, NY 14901
(607) 732-7129
Fax: (607) 732-7234
**Serving - Chemung and Schuyler Counties**

**GENESEO**
28 Main St., Suite A, PO Box 400
Geneeso, NY 14455-0400
(585) 243-3944
Fax: (585) 243-9193
**Serving - Livingston County**

**GLOEN FALLS**
501 Glen Street
Glen Falls, NY 12801
(518) 242-3052
Fax: (518) 278-1774
**Serving - Warren and Washington Counties**

**ITHACA**
MONROE-TOMPKINS-WATKINS
TITLE AGENCY, LLC
310 North Aurora Street
Ithaca, NY 14850
(607) 272-6694
Fax: (607) 275-5892
**Serving - Tompkins County**

**JOHNSTOWN**
c/o Fulton County Clerk
PO Box 603, 223 W. Main Street
Johnstown, NY 12095
(518) 752-7862
Fax: (518) 763-3498
**Serving - Fulton and Montgomery Counties**

**LOCKPORT**
75 West Avenue
Lockport, NY 14094
(716) 438-0689
**Serving - Niagara County**

**LYONS**
MONROE-GORHAM TITLE
AGENCY, LLC
PO Box 678, 34 William Street
Lyons, NY 14489
(585) 966-9181
Fax: (515) 946-1474
**Serving - Wayne County**

**MAYVILLE**
Chautauqua Municipal Bldg
2 Academy St, Rm 125, Suite B
PO Box 291
Mayville, NY 14757-0291
(716) 269-7584
**Serving - Chautauqua County**

**OWEGO**
176 Main Street
Owego, NY 13827
(607) 687-1779
or (607) 670-5583
Fax: (607) 687-8736
**Serving - Tioga County**

**ROCHESTER**
47 West Main Street
Rochester, NY 14614
(585) 232-4882
Fax: (585) 232-4884
**Serving - Monroe County**

**SARATOGA**
18 Front Street
Ballston Spa, NY 12020
(518) 885-9305
Fax: (518) 885-1749
**Serving - Clinton, Columbia, Essex, Franklin, Greene, Hamilton, Herkimer, Oneida, Saratoga and Schenectady Counties**

**SCHENECTADY**
c/o Schenectady County Clerk,
5th Floor
520 State Street
Schenectady, NY 12305
Direct No.: (518) 346-7453
or (518) 897-6988
Fax: (518) 346-7456
or (518) 374-6886
**Serving - Schenectady County**

**SYRACUSE**
533 East Onondaga Street
Syracuse, NY 13210
(315) 472-4761
Fax: (315) 472-3764
**Serving - Cortland, Jefferson, Lewis, Onondaga, Oswego and St. Lawrence Counties**

**UTICA**
c/o Oneida County Clerk’s Office
501 Eagle Avenue
Utica, NY 13501
(315) 732-3343
Fax: (315) 797-0097
**Serving - Oneida County**

**WAMPYSVILLE**
c/o Madison County Clerk
North Court Street, PO Box 548
Wampysville, NY 13165
(315) 363-3632
Fax: (315) 363-3634
**Serving - Madison County**

**WARSOW**
WYOMING ABSTRACT CO.
Dis. of MITC
30 Perry Avenue, PO Box 192
Wansaw, NY 14569
(585) 786-5020
Fax: (585) 786-3005
**Serving - Wyoming County**
PROCEDURE TO PAY PRECISION ABSTRACT TITLE SEARCH FEE

On Teller Navigator use the members account number. Choose the Voucher Tab. Enter the amount due, typically $75. From choose GL, source MMCK. To, choose MA and enter 10039144, suffix S50. In the comment section, type member’s last name and the invoice #. Hit enter.

If you need to collect a fee from a member, go to their account number in Teller Navigator, choose the Voucher Tab, From choose MA, enter suffix to take funds. To, choose GL, source MMCK. The comment section to state member’s last name and what the fee was collected for.
CORTLAND ABSTRACT & TITLE SERVICES
5 Court House Park
Cortland, NY 13045
PH: 607-753-1140 FX: 607-753-1140

Date Sent: __________________

Customer:
Firm Name: CFCU Community Credit Union
Attention: __________________
Address: 1030 Craft Road
Ithaca, NY 14850
Phone: __________________
Fax: __________________

Charge to: Same

Product Ordered: STUB SEARCH WITH TAX SEARCH

Property: County: __________________
           Address: __________________

   Tax Map#: __________________

Borrowers: __________________

Special Instructions: __________________
_____________________________
_____________________________
Abstract Order Form
(Email this form to syracuse@stewart.com or fax to 315.472.3964, to place order)

Customer Information:
Name: CFU community Credit Union
Attn: 
Phone #: 
Fax #: 
Email: 
Ordered By:

Order Date:

 Parties to the Transaction:
Borrower(s) Names: 

Property Description:
Street Address: Tax Map ID #: 
Town or City: County: 
Mailing address (if different): Lot or Unit: 

Type of search requested: Last Owners Search
Current Mortgage Company: 
Special Handling Instructions or Notes: 

**Please send order to the address listed above or email to:

Thank you for your order!
This form is filled out by the loan processor and scanned to the mortgage dept.

HOME EQUITY-SCHEDUAL A REQUEST & REVIEW SHEET

Submitted Date:________
Member Name(s):____________________________________
Street Address:________________________________________
County _______________________ Town/Village/City ____________

Tax Parcel No. ___________________ O/G Lease: Yes No
(if yes, attach copy of lease)
Loan Officer: ______________________ Date to Close:__________

Loan Amount:____________________

FLOOD: Yes No
*NOTE: any 1st lien position loan that is in a flood zone requires an escrow account

LTV:_________ Debt Ratio:__________ Credit Score(s):_________

Number of Mortgages:_________ Number of Judgments:________

1.________________________________________
2.________________________________________
3.________________________________________
4.________________________________________
5.________________________________________

Taxes:__________ CFCU Escrow currently: Yes No
School:___________ County/Town:____________
City:_____________ Village/Search:____________

Liens to be paid off at closing:________________________________

CFCU Home Equity Position: 1st 2nd
After current mortgage with:________________________

Use Description @:________________________________________

Miscellaneous:

REV 1/4/2016
SECTION 6
**SPECIFIC COUNTY RECORDING REQUIREMENTS/PROCEDURES**

**** Loans $10,000 or less, use .50% to calculate mortgage tax ****

**General info**: This document provides guidance for recording documents with various county clerks. For each county listed below, information regarding the recording and tax fees to be paid upon presentment of documents to be recorded/filed.

- **RETURNING DOCUMENTS TO CFCU**: For ALL counties except Cortland and Tompkins, please provide a self-addressed, stamped return envelope to have the recorded documents returned to CFCU. In Tompkins and Cortland counties, we have boxes at the clerk’s offices where papers can be returned, but you should be sure to mark the document (either on the back of the document or on a sticky note attached to the document) that it should be returned to our box once recorded.

- **NOTATIONS**: "Notations” provide a way to cross-reference documents; when a notation is requested, the county clerk’s office will cross reference the document being recorded with another recorded document. Most counties in our lending area charge $0.50 per notation. Notations should be made for subsequent mortgages that are being consolidated or modified, to the prior recorded mortgage that is affected. All discharges and subordinations should also include at least one notation, to the mortgage being discharged. **BE SURE TO INCLUDE A STICKY NOTE ON THE DOCUMENT TO BE RECORDED THAT INCLUDES THE NOTATIONS YOU ARE REQUESTING** (e.g. "note to Instrument No. 154332-001” or “Note to deed being recorded concurrently”). Some clerks are better than others about knowing what is to be noted, but if you give clear directions there will be no confusion.

**BROOME**: P.O. BOX 2062, BINGHAMTON NY 13092, PHONE: 607-778-2451

- $45.00 PER INST – THIS INCLUDES COVER PG
- $5.00 PER ADD’L PG
- DUPLICATE TP-584’s FOR PURCHASES - $5.00 X 2
- BASIC MTG TAX – 0.75%, SPECIAL MTG TAX – 0.25%, FILE SURVEY MAP: 0 PAPER, 1 MYLAR

**CAYUGA**: 160 GENESSE ST, AUBURN NY 13021, PHONE: (315) 253-1271

- $40.00 PER INST + $5.00 COVER PG + $5.00 PER PG

  **Example**: 2-page deed would cost $55.00 to record; 10-page mortgage would cost 95.00 to record

- BASIC MTG TAX – 0.75%, LESS $25.00 IF 1-2 FAMILY DWELLING, SPECIAL MTG TAX – 0.25%
- FILE SURVEY MAP: (NEED AFFIDAVIT – THEIR FORM) 2 PAPERS, 1 MYLAR

  If we have to discharge CEMA: The fee will be $50.50 for the Mortgage & $3.00 for CEMA.

**CHEMUNG**: P.O. BOX 588, ELMIRA NY 14092, PHONE: (607) 737-2920

- $45.00 PER INST – $5.00 PER ADD’L PGBASIC MTG TAX – 0.50%, SPECIAL MTG TAX – 0.25%, FILE SURVEY MAP: 2 PAPERS, 1 MYLAR

**CHENANGO**: COUNTY OFFICE BUILDING, 5 COURT ST, NORWICH NY 13815, PHONE: (607) 337-1450
$40.00 PER INST – $5.00 COVER PG – $5.00 PER ADD’L PG

BASIC MTG TAX – 0.50%, SPECIAL MTG TAX – 0.25%, FILE SURVEY MAP: 1 PAPER, 0 MYLAR

IMPORTANT TO NOTE: When the dwelling is a mobile home, do not subtract $25.00

Loans $10,000 or less, use .50% to calculate mortgage tax

CORTLAND: 46 GREENBUSH ST, SUITE 101, CORTLAND NY 13045, PHONE: (607) 753-5021

$50.00 FOR 1-PG INSTRUMENT (THEIR COMPUTERS GENERATE COVER) – $5.00 PER ADD’L PG

THEY ONLY FILE DEATH CERTIFICATES - $5.00

NOTATIONS: NO FOR POA, YES FOR SUBORDINATION AGREEMENT, YES FOR SATISFACTIONS

BASIC MTG TAX – 0.75%, SPECIAL MTG TAX – 0.25%, FILE SURVEY MAP: 1 PAPER, 1 MYLAR

ERIE: 92 FRANKLIN STREET, BUFFALO, NY 14202, PHONE: (716) 858-8865

$50.00 FOR 1-PG INSTRUMENT (THEIR COMPUTERS GENERATE COVER) – $5.00 PER ADD’L PG

DEED Transfer Tax: $9.00/thousand, MUST FILE 2 TP-584’S (TOTAL $10)

BASIC MTG TAX – 0.75% - $25 FOR 1-2 FAMILY, SPECIAL MTG TAX – 0.25%,

FILE SURVEY MAP - $10

MADISON: P.O. BOX 668, WAMPSVILLE, NY 13163, PHONE: (315) 366-2261

$50.00 PER INST – includes COVER PG – $5.00 PER ADD’L PAGE

BASIC MTG TAX – 0.75%, SPECIAL MTG TAX – 0.25%, FILE SURVEY MAP: 0 PAPER, 1 MYLAR

LIVINGSTON: Livingston Co. Gov’t Center, 6 Court St. Rm. 201, Geneseo, NY 14454; Phone: 585-243-7010

$45.00 PER INST – INCLUDES COVER PG – $5.00 PER ADD’L PAGE

Basic Mtg Tax – 0.75%, Special Mtg Tax – 0.25%, File Survey Map: $10.00; 2 Paper, 1 Mylar

MONROE: 101 COUNTY OFFICE BUILDING, 39 W. MAIN ST., ROCHESTER NY 14614. PHONE: (585) 753-1600

$30.00 (DEED) and $27.00 (MTG) PER INST – THIS INCLUDES COVER PG – $3.00 PER ADD’L PG

Basic Mtg Tax – 0.75%, Less $25.00 if 1-2 family, Special Mtg Tax – 0.25%, File survey map: N/A

ONONDOGA: 401 MONTGOMERY ST, ROOM 200, SYRACUSE NY 13202, PHONE: (315) 435-2226

$40.50 PER 1-pg INST + $5.00 COVER PG + $5.00 PER ADD’L PG
CEMA MTG AMOUNT ADD $0.50 FOR NOTATION

IN CALCULATING MTG TAX: $50.00 INCREMENTS, ROUND DOWN IF DON’T MEET $50.00

Basic mtg tax – 0.75%, less $25.00 if 1-2 family; Special mtg tax – 0.25%, File survey map: 1 paper, 0 mylar

For discharging CEMA: It will be $50.50 to discharge Mortgage + $9.00 for CEMA & $.50 for notation

IMPORTANT TO NOTE: When the dwelling is a mobile home, do not subtract $25.00

ONTARIO: 20 ONTARIO STREET, CANANDAIGUA, NY 14424, PHONE: (585) 396-4200

$50.00 PER INST – THIS INCLUDES COVER PG – $5.00 PER ADD’L PG

BASIC MTG TAX – 0.50%, SPECIAL TAX – 0.25%

FILE SURVEY MAP: $10.00 TO FILE OVERSIZED; 2 PAPER, 1 MYLAR

SCHUYLER: COUNTY OFFICE BUILDING, WATKINS GLEN NY 14891, PHONE: (607) 535-8133

$40.00 PER INST (does not include first page) – NO COVER PAGE + $5.00 PER PG

Example: 2-page deed would cost $50.00 to record; 10-page mortgage would cost $90.00 to record

BASIC MTG TAX – 0.75%, LESS $25.00 IF 1-2 FAMILY DWELLING, If the loan is less than $10,000.00 do not subtract $25.00 for 1-2 FAMILY DWELLING, but the BASIC MTG TAX will be 0.25% instead of 0.75%

SPECIAL MTG TAX – 0.25%

FILE SURVEY MAP: 2 PAPER, 0 MYLAR

For CEMA discharge: $45.50 for Mortgage + $3.00 for CEMA & $.50 for notation.

STEUBEN: 3 EAST PULTENEY SQUARE, BATH NY 14810, PHONE: (607) 776-9631 Ext. 3203

$50.00 PER INST – THIS INCLUDES COVER (THEIR COMPUTER GENERATES) - $5.00 PER ADD’L PG

BASIC MTG TAX – 1%, LESS $25.00 IF 1-2 FAMILY DWELLING, SPECIAL MTG TAX – 0.25%

FILE SURVEY MAP: 2 PAPER, 0 MYLAR

SENeca: COUNTY OFFICE BUILDING, 1 DIPRONIO DR, WATERLOO NY 13165, PHONE: (315) 539-1770

$31.00 PER INST – COVER PAGE IS $3.00 (ONLY USE THEIR FORM) – $3.00 PER ADD’L PG

BASIC MTG TAX – 0.75%, LESS $25.00 IF 1-2 FAMILY DWELLING, SPECIAL MTG TAX – 0.25%

FILE SURVEY MAP: 2 PAPER, 1 MYLAR

For CEMA discharge: $31.50 for Mortgage + $3.00 for CEMA
Loans $10,000 or less, use .50% to calculate mortgage tax

**TIOGA:**

P.O. BOX 307, OWEGO NY 13828, PHONE: (607) 687-8660

$40.00 PER INST – $5.00 PER PG – COVER PG NOT INCLUDED

Example: 10-pg mortgage, plus cover = 11pg x 5 = 55 + 40 = $95.00 total

BASIC MTG TAX – 0.50%, SPECIAL MTG TAX – 0.25%, FILE SURVEY MAP: 1 PAPER, 1 MYLAR

**IMPORTANT TO NOTE: When the dwelling is a mobile home, do not subtract $25.00**

Loans $10,000 or less, use .50% to calculate mortgage tax

**TOMPKINS:**

320 N TIOGA ST, ITHACA NY 14850, PHONE: (607) 274-5431

$50.00 for single page inst, cover page included (they generate cover) – $5.00 PER ADD’L PG

BASIC MTG TAX – 0.50%, SPECIAL MTG TAX – 0.25%, FILE SURVEY MAP: 1 PAPER, 1 MYLAR

For CEMA discharge: $50.50 for Mortgage & $.50 for notation (For the one with $0.00 funds)

For example, if there are three Mortgages, It will be $50.50 + $50.50 + $0.50 = $101.50

**WAYNE:**

9 PEARL ST., LYONS NY 14489, PHONE: (315) 946-7470

$ 40.00 PER INST – COVER PAGE IS $5.00 – $5.00 PER ADD’L PG

BASIC MTG TAX – 1.00%, LESS $25.00 IF 1-2 FAMILY DWELLING, SPECIAL MTG TAX – 0.25%

FILE SURVEY MAP: 2 PAPER, 1 MYLAR

**YATES:**

417 LIBERTY STREET - SUITE 1107, PENN YAN NY 14527, PHONE: (315) 536-5120

$40.00 PER INST – COVER PAGE IS $5.00 – $5.00 PER ADD’L PG

Basic mtg tax – 0.75%, Special mtg tax – 0.25%, FILE SURVEY MAP: 2 PAPER, 1 MYLAR

**IMPORTANT TO NOTE: When the dwelling is a mobile home, do not subtract $25.00**

Loans $10,000 or less, use .50% to calculate mortgage tax
SECTION
7
Important Timeline for Home Equity /HELOC Processing

1. Our Preliminary disclosures must be issued no later than three business days from receiving the consumer’s application for a dwelling secured loan. In the event of a rate change or increase in the loan amount, new disclosures must be issued and the borrower must receive on or before the third business day prior to closing. Always keep your initial disclosures in the file to verify they were printed within the three business days. *Never discard* the original disclosures, signed or unsigned.

2. The closing date cannot occur until 7 full business days on or after the initial disclosures were issued.

3. The Fixed Rate Home Equity Closing Disclosure **must be issued to the borrower(s) at least 3 days prior to the closing date.** This can be faxed or scanned to the borrower(s).

4. The three day Right of Rescission is required on refinances of owner occupied real estate transactions. Right of Rescission is not required on purchases or non-owner occupied properties.

5. For properties located in a Flood Zone the notice to borrower must be given to the member 10 days prior to closing. The back of the form must be signed by the member at least 3 days prior to closing.
A completed application is required.
Be sure this area is complete and boxes are checked yes or no.

Enter your NMLS #

Be sure to sign your name.

These YES / NO fields must be complete.
This form must be complete only if loan is HMDA Reportable: purchase, refinance of a Real Estate loan or home improvements

Be sure to complete all sections

If the borrower(s) checks the box ‘do not wish to furnish’ you must let them know that you must complete the boxes based on your visual of the borrower(s)
We issue a Fee Disclosure w/ Preliminary Docs as well as a final disclosure at closing, just in case the fees have changed.
HOME EQUITY COMMITMENT LETTER

Date:

Re: Home Equity secured by property at:

Dear Applicant(s):

Your application for a CFCU Community Credit Union Home Equity Loan to be secured by the above property has been approved subject to the terms and conditions set forth below:

The basic terms of the loan are estimated as follows:

- Approved amount: 
- Interest Rate: Fixed
- Term: 6 years
- Amount of monthly payments: 

TERMS AND CONDITIONS OF THIS COMMITMENT

1. ACCEPTANCE
   One copy of this Commitment Letter must be signed by all applicants and returned. In the event we do not receive the signed copy within ten (10) days from the date of this letter, this commitment will become null and void. IF YOU SIGN THIS COMMITMENT, AND YOU DO NOT CLOSE THIS LOAN IN ACCORDANCE WITH THE DESCRIBED TERMS, YOU MAY BE CHARGED FOR ANY FEES THAT THE CREDIT UNION HAS PAID IN CONNECTION WITH THIS LOAN.

2. EXPIRATION
   This commitment will expire in 60 days and this mortgage loan must, therefore, close on or before 60 days from the date of this commitment letter or it shall be null and void.

3. MATERIAL CHANGE
   CFCU Community Credit Union reserves the right to rescind this commitment if there is a change of material fact upon which your application was approved.

4. LOAN DOCUMENTS AND CLAUSES
   Loan Documents to be utilized in this transaction shall be acceptable to our legal department in form and content. You agree, if requested by CFCU, to fully cooperate and adjust for any clerical errors on all loan documentation if deemed necessary.

5. HAZARD (HOMEOWNERS) INSURANCE
   You are required to submit to CFCU at, or prior to, closing proof of coverage under an acceptable hazard/fire insurance (homeowners) policy or 30-day binder. The amount of coverage must be the lesser of the replacement cost of the Subject Property improvements or the total principal balance of this loan, in addition to any other prior mortgage liens on the Subject Property. The policy or binder must contain a 10-day cancellation notice clause and an appropriate clause naming CFCU Community Credit Union, its principals, successors, and/or assigns as mortgagee.
Check all boxes that apply to your loan.

The C box should be checked, since we do not know what the legal dept. may need once they do their review of the abstract title search.

6. TITLE DOCUMENTS AND CLOSING
At closing the property must be free and clear of all liens and encumbrances, except prior mortgage liens, and acceptable documents (which may include a survey) must be furnished to our Legal Department, prior to closing, for their review.

7. ADDITIONAL TERMS AND CONDITIONS (apply only if checked)

A. If your property is located in a flood hazard area and is eligible for flood insurance established by the National Flood Insurance Program, you are required to purchase flood insurance issued under the provisions of the National Flood Program. Please sign one copy of the enclosed Flood Areas Certificate and return promptly with the copy of this letter. Proof of purchase of flood insurance must be provided at, or prior to, closing, and maintained for the life of the loan.

B. If the premises are currently encumbered by an oil, gas and/or mineral lease, the existence of the lease may impact your interest rate and/or the amount of your closing costs in order for you to obtain the loan.

C. An updated survey map may be required. A current copy of the existing survey map must be forwarded to the Credit Union Legal Department, as soon as possible, to determine if an updated survey is required, and in order expedite your closing.

D. An Abstract of Title for the Subject Property, updated within 90 days prior to closing, or other title search acceptable to CFCU (typically ordered by CFCU's attorney) is required by the Credit Union Legal Department.

E. You will need to supply the Credit Union with copies of paid tax receipts.

F. Other Conditions of Approval:

We appreciate the opportunity of serving you.

Very truly yours,

Enter NMLS #

Type your name and sign

I/We hereby accept the loan terms and conditions set forth above.

Date: ____________  Legal Signature _____________________________

Date: ____________  Legal Signature _____________________________
OIL, GAS AND MINERAL LEASE DISCLOSURE

I have applied for a loan with CFCU Community Credit Union ("CFCU") and the loan for which I have applied will be secured by real property located at [ ] (the "Premises").

The Premises are currently subject to an oil, gas and/or mineral lease, and I have provided a copy of the lease to CFCU Community Credit Union.

The Premises are NOT currently subject to an oil, gas and/or mineral lease.

I understand that if the Premises are currently subject to an oil, gas or mineral lease, it may affect whether the loan for which I have applied is approved. If the Premises are currently subject to an oil, gas or mineral lease and my loan is approved, the existence of the lease may impact the interest rate I am offered and/or amount of closing costs I must pay in order to obtain the loan. I further understand that if I do not disclose the existence of an oil, gas and/or mineral lease currently affecting the Premises to CFCU, or if I execute an oil, gas or mineral lease prior to the closing of my loan, CFCU reserves the right to deny my loan, and I will be required to pay any expenses CFCU has incurred in good faith to consummate the loan. Any obligation CFCU may have to grant the loan for which I have applied is expressly contingent upon CFCU being satisfied, at CFCU's sole discretion, that there are no oil, gas, and/or mineral leases encumbering the Premises, or that the terms and conditions of any such leases are acceptable to CFCU.

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

REV 5-25-2011
CERTIFICATION AND AUTHORIZATION

Certification

The undersigned certify the following:

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

I/we understand and agree that the Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.

I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

I/we have applied for a real estate loan. As a part of the application process, the Lender and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

I/we authorize you to provide to the Lender and to any investor to whom the Lender may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to: employment history and income, bank, money market, and similar account balances, credit history, and copies of income tax returns. I/we authorize you to provide the Seller’s attorney with a copy of the mortgage commitment letter.

The Lender or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application.

A photographic or FAX copy of this authorization may be deemed to be the equivalent of the original and may be used a duplicate original.

Your prompt reply is appreciated.

Mortgage Guaranty Insurer (if any): ________________________________

Borrower’s Signature: ____________________________________________

Co-Borrower’s Signature: __________________________________________

I hereby certify this to be a true and correct copy of the original signature(s).

Lender’s Signature: ____________________________________________

Date: ___________ Telephone Number: ____________________________

Be sure to sign here

Enter your phone number
Check the first box. In the Experian section the credit score and factors will flow in from the credit bureau. Be sure to verify

The borrowers get the original, we keep a copy in file
Repeat the same for the additional borrower.
This form is used when we approve a high priced loan (Rebuttable Presumption). The borrowers need to attend a counseling session and provide us proof of completion.

HOMEOWNERSHIP COUNSELING AGENCIES

Loan Number: [Redacted]

Borrower(s): [Redacted]

Property Address: [Redacted]

Lender: CFCU COMMUNITY CREDIT UNION
1030 CRAFT RD.
ITHACA, NY 14850

Housing counseling agencies approved by the U.S. Department of Housing and Urban Development (HUD) can offer independent advice about whether a particular set of mortgage loan terms is a good fit based on your objectives and circumstances, often at little or no cost.

If you are interested in contacting a HUD-approved housing counseling agency in your area, you can visit the Consumer Financial Protection Bureau’s (CFPB) website, www.consumerfinance.gov/find-a-housing-counselor, and enter your zip code.

You can also access HUD’s housing counseling agency website via, www.consumerfinance.gov/mortgagehelp.

For additional information with location a housing counseling agency, call the CFPB at 1-855-411-CFPB (2372).

Borrower: [Redacted] Date: [Redacted]
Borrower: [Redacted] Date: [Redacted]
This Loan Estimate form is used for purposes ‘other’ than refinance. These will fill in when you complete the second page.
### Closing Cost Details

<table>
<thead>
<tr>
<th>Loan Costs</th>
<th>Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Origination Charges</td>
<td>E. Taxes and Other Government Fees</td>
</tr>
<tr>
<td>f Loan Amount (Points) APPLICATION FEE</td>
<td>Recording Fees and Other Taxes</td>
</tr>
<tr>
<td>B. Services You Cannot Shop For</td>
<td>Transfer Taxes</td>
</tr>
<tr>
<td>APPRAISAL FEE CREDIT REPORT FEE FLOOD DETERMINATION FEE TAX SERVICE RESEARCH FEE TITLE SEARCH FEE</td>
<td>F. Prepaids</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Services You Can Shop For</td>
<td>G. Initial Escrow Payment at Closing</td>
</tr>
<tr>
<td></td>
<td>Homeowner's Insurance Premium (months)</td>
</tr>
<tr>
<td></td>
<td>Mortgage Insurance (months)</td>
</tr>
<tr>
<td></td>
<td>Prepaid Interest ($ per day for days @ Property Taxes (months))</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>D. TOTAL LOAN COSTS (A + B + C)</td>
<td></td>
</tr>
</tbody>
</table>

If Escrow is required, enter amounts here

Homeowner's Ins. company and amount goes here

Totals will go here

Totals will appear here once entered.
Enter 299582 as CFCU’s license ID. Enter your loan officer name and your NMLS #.

This section will fill in when you click on Projected Payment on the Home Loan Tab in Lending Nav.
This Loan Estimate form is only used when doing a **refinance** of any Real Estate loan.
# Closing Cost Details

## Loan Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Origination Charges (Points)</td>
<td>$0</td>
</tr>
<tr>
<td>APPLICATION FEE</td>
<td>$0</td>
</tr>
<tr>
<td>B. Services You Cannot Shop For</td>
<td>$0</td>
</tr>
<tr>
<td>APPRAISAL FEE</td>
<td>$0</td>
</tr>
<tr>
<td>CREDIT REPORT FEE</td>
<td>$0</td>
</tr>
<tr>
<td>FLOOD DETERMINATION FEE</td>
<td>$0</td>
</tr>
<tr>
<td>TAX SERVICE RESEARCH FEE</td>
<td>$0</td>
</tr>
<tr>
<td>TITLE SEARCH FEE</td>
<td>$0</td>
</tr>
<tr>
<td>B. TOTAL LOAN COSTS (A + B + C)</td>
<td>$0</td>
</tr>
</tbody>
</table>

## Other Costs

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<th>Description</th>
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</tr>
<tr>
<td>Prepaid Interest (per day for days)</td>
<td></td>
</tr>
<tr>
<td>Property Taxes (months)</td>
<td></td>
</tr>
<tr>
<td>G. Initial Escrow Payment at Closing</td>
<td>$0</td>
</tr>
<tr>
<td>Homeowner's Insurance per month for mo.</td>
<td></td>
</tr>
<tr>
<td>Mortgage Insurance per month for mo.</td>
<td></td>
</tr>
<tr>
<td>Property Taxes per month for mo.</td>
<td></td>
</tr>
<tr>
<td>H. Other</td>
<td>$0</td>
</tr>
<tr>
<td>I. TOTAL OTHER COSTS (E + F + G + H)</td>
<td>$0</td>
</tr>
<tr>
<td>J. TOTAL CLOSING COSTS</td>
<td>$0</td>
</tr>
<tr>
<td>D + 1</td>
<td>$0</td>
</tr>
<tr>
<td>Lender Credits</td>
<td>$0</td>
</tr>
</tbody>
</table>

## Calculating Cash to Close

<table>
<thead>
<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount</td>
<td>$0</td>
</tr>
<tr>
<td>Total Closing Costs ($)</td>
<td>$0</td>
</tr>
<tr>
<td>Estimated Total Payoffs and Payments</td>
<td>$0</td>
</tr>
<tr>
<td>Estimated Cash to Close From To Borrower</td>
<td>$0</td>
</tr>
<tr>
<td>Estimated Closing Costs Financed (Paid from your Loan Amount)</td>
<td>$0</td>
</tr>
</tbody>
</table>
Enter 299582 as CFCU’s license ID. Enter your loan officer name and your NMLS #
SECTION
8
This form is to be provided to borrowers at least 3 days **prior** to the closing date; We can accept scanned, email or fax version of this signed document.

**Total of all Tax & Ins Payments added and divided by 12 goes here, rounded up.**

**Enter Y or N for Escrow**
Enter all closing fees in the far right column, since CFCU pays the closing costs.

![Closing Cost Details Table]

- **Loan Costs**
  - **A. Origination Charges**
    - **APPLICATION FEE**
  - **B. Services Borrower Did Not Shop For**
    - **APRAISAL FEE**
  - **C. Services Borrower Did Shop For**
  - **D. TOTAL LOAN COSTS (Borrower-Paid)**

- **Other Costs**
  - **E. Taxes and Other Government Fees**
    - **MORTGAGE TAX**
  - **F. Prepaids**
    - **Homeowner's Insurance Premium**
    - **Mortgage Insurance Premium**
  - **G. Initial Escrow Payment at Closing**
    - **Homeowner's Insurance**
    - **Mortgage Insurance**
  - **H. Other**

- **TOTAL OTHER COSTS (Borrower-Paid)**

<table>
<thead>
<tr>
<th>Loan Costs</th>
<th>At Closing</th>
<th>Before Closing</th>
<th>Paid by Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Origination Charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APPLICATION FEE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Services Borrower Did Not Shop For</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APRAISAL FEE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Services Borrower Did Shop For</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. TOTAL LOAN COSTS (Borrower-Paid)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Loan Costs Subtotals (A + B + C)**

<table>
<thead>
<tr>
<th>Loan Costs Subtotal</th>
<th>At Closing</th>
<th>Before Closing</th>
<th>Paid by Others</th>
</tr>
</thead>
</table>

**Other Costs**

| Other Costs | Borrower-Paid | |
|-------------|---------------||
| E. Taxes and Other Government Fees | | |
| MORTGAGE TAX | | |
| F. Prepaids | | |
| Homeowner's Insurance Premium | | |
| Mortgage Insurance Premium | | |
| G. Initial Escrow Payment at Closing | | |
| Homeowner's Insurance | | |
| Mortgage Insurance | | |
| H. Other | | |

**TOTAL OTHER COSTS (Borrower-Paid)**

**CLOSING DISCLOSURE**

**PAGE 2 OF 5 - LOAN ID #**
Enter all items and amounts that you are paying off with loan proceeds below:

### Payoffs and Payments

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Payoffs and Payments

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Calculating Cash to Close

<table>
<thead>
<tr>
<th>Description</th>
<th>Loan Estimate</th>
<th>Final</th>
<th>Did this change?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Closing Costs (J)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing Costs Paid Before Closing</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Payoffs and Payments (K)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash to Close</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

Cash to Close details:

- From Borrower
- To Borrower

Closing Costs Included or Paid from Loan Amount
Be sure the check boxes indicated below.

Be sure property address fills in here.
Enter NY here and enter CFCU's License ID 299582.

Enter your name and your NMLS #
Be sure the proper info has pulled in from your loan application.

Type your name and enter your NMLS #
6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE – 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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all such prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of any monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require the prepayment on the same day that a full prepayment is due. The Note Holder may also require that the amount of any partial prepayment be equal to the amount of principal that would have been part of the next one or more monthly payments.

7. BORROWER'S WAIVERS – I waive the right to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "prepayment"), (B) to give notice that amounts due have not been paid (known as "notice of dishonor"), (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep the promises agreed upon under this Note, or who signs, or otherwise authenticates, this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers".

8. GIVING OF NOTICES – Any notice that must be given under this Note will be given by delivering it or by mailing it by First Class mail addressed to the Borrower at the Property Address above. A notice will be delivered or mailed to the Borrower at a different address if the Borrower provides written notice to the Note Holder of such different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by First Class mail to the Note Holder at the address stated in Section 7 above. A notice will be mailed to the Note Holder at a different address if the Borrower is given notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE – If more than one person signs, or otherwise authenticates, this Note, each Borrower is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do the same. The Note Holder may enforce its rights against any Borrower individually or against all Borrowers together. This means that any one Borrower may be required to pay all of the amounts owed under this Note. No person may take over the obligations of this Note without the express written permission of the Note Holder. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. BALLOON PAYMENT –

The following notice only applies if the box at the left is checked:

THE TERM OF THE LOAN IS ___ YEARS. AS A RESULT, YOU WILL BE REQUIRED TO REPAY THE ENTIRE PRINCIPAL BALANCE AND ANY ACCRUED INTEREST THEN OWING ON THE DATE ON WHICH THE LOAN IS MADE.

THE LENDER HAS NO OBLIGATION TO REFINANCE THIS LOAN AT THE END OF ITS TERM. THEREFORE, YOU MAY NOT BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS YOU OWN OR YOU MAY HAVE TO FIND ANOTHER LENDER WILLING TO REFINANCE THE LOAN. ASSUMING THIS LENDER OR ANOTHER LENDER REFINANCES THIS LOAN AT MATURE, YOU WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE ON THIS LOAN. YOU MAY ALSO HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.

11. ADDITIONAL PROVISIONS –

DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.
Names must appear exactly as shown on the Schedule A
You need to type the county where the property is here.
Be sure to notarize the borrower's signature.
Enter your NMLS #

We only have short form mortgages for Cortland and Tompkins counties.

Be sure to notarize borrower's signature
Enter your NMLS #

Tompkins County short form

Be sure to notarize the borrower's signature
Names to be shown exactly as shown on the mortgage and the schedule A

Enter the County where the notary occurs here.

Enter County where the property is here.

Be sure to get notarized
For Fixed Rate Home Equities choose Closed-End; Be sure correct box is checked.

For Home Equity Lines of Credit choose Open-End.

Notice the max age for life is 70.

<table>
<thead>
<tr>
<th>Account No./Loan No.</th>
<th>Secondary Beneficiary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Closed-End</th>
<th>Estimated Insurance Charge</th>
<th>Term of Loan in years, months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open-End</td>
<td>Rate(s) per $1000 of your monthly loan balance</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Life Insurance</th>
<th>Applicable Maxima</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who do you want covered by life insurance?</td>
<td>Life</td>
</tr>
<tr>
<td>Check only one:</td>
<td>Maximum Monthly Benefit</td>
</tr>
<tr>
<td>Only borrower 1 (single)</td>
<td>N/A</td>
</tr>
<tr>
<td>Only borrower 2 (single)</td>
<td>N/A</td>
</tr>
<tr>
<td>Both borrowers (joint)</td>
<td>N/A</td>
</tr>
<tr>
<td>Neither borrower</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disability Insurance</th>
<th>Maximum Issue Age</th>
<th>Maximum Term of Insurance* (in months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who do you want covered by disability insurance?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check only one:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Only borrower 1 (single)</td>
<td>70</td>
<td>240</td>
</tr>
<tr>
<td>Only borrower 2 (single)</td>
<td>70</td>
<td>240</td>
</tr>
<tr>
<td>Both borrowers (joint)</td>
<td>Unlimited</td>
<td>180</td>
</tr>
<tr>
<td>Neither borrower</td>
<td>Unlimited</td>
<td>180</td>
</tr>
</tbody>
</table>

Waiting Period 30 days
Benefits Begin Retroactive

ELIGIBILITY REQUIREMENTS:
You are eligible for this insurance if you satisfactorily answer the Evidence of Insurability Question(s) below, and you have not attained the maximum issue age provided in the schedule as of the date you sign this application. Additionally, you are eligible for this insurance only if you are a natural person that is liable for the loan as a borrower. A guarantor or co-signor on the loan or a business entity or association is not eligible for this insurance.
If coverage is elected, these need to be checked.
Be sure the borrower(s) get these copies:
4pgs.

This certificate summarizes the terms and conditions of coverage for credit life insurance ("life insurance") and credit disability insurance ("disability insurance") as provided in the group credit insurance policy ("group policy") issued to the Credit Union, which is available for Your review at the Credit Union's main office location. Nothing in that group policy invalidates or impairs any rights granted to You in this certificate. If You meet the eligibility requirements provided on the Credit Insurance Application and Certificate (Part A), You apply for this insurance, and You agree to pay the insurance charges, You are insured for the coverage marked in the Schedule, subject to the terms of the group policy. This certificate does not provide coverage for You unless You are insured. Words that are capitalized in this certificate are either defined terms that always have the meanings explained in the Definitions section below, or they are references to terms provided in the Schedule and have the meanings or values stated in the Schedule.

**GENERAL PROVISIONS**

**What is the insurance contract?** The group policy issued to the Credit Union, the application on which it is based, Your individual application for this insurance, the Schedule, and any endorsements, riders and amendments to the group policy make up the entire contract. The group policy may be amended.

**When and to whom are benefit payments made?** We will pay any benefits You are owed under Your life or disability insurance to the Credit Union to reduce or pay off Your outstanding Loan balance. A benefit will be paid after We determine that You are owed a benefit according to the terms and conditions of this insurance. If You are owed disability benefits under the terms of this insurance for a continuous period of Total Disability that lasts longer than one month, benefit payments will be paid monthly. If the benefits are more than the balance of Your Loan, We will pay the difference to the Credit Union to pay to You if You are living or have the secondary beneficiary named by You, if any, or to Your estate.

**Does this insurance affect or change Your Loan obligation?** This insurance does not affect, alter, relieve, or otherwise modify Your obligations under Your Loan agreement with the Credit Union. Whether or not You have made a claim for benefits, You remain obligated to the Credit Union to comply with the terms of Your Loan agreement.

**How are insurance charges charged to You?** Insurance charges will be added to Your Loan balance each month and will be subject to finance charges at the interest rate applicable to the Loan. Your insurance charge is determined by applying the appropriate insurance rate to Your outstanding Loan balance up to the Total Benefit Maximum for life insurance or for disability insurance, depending on the coverage You elected. The monthly insurance charge may change while Your insurance is in effect if the insurance rate changes or if Your coverage changes.

**What if Your Loan is refinanced?** If Your Loan is refinanced or converted from an open-end Loan to a closed-end Loan, the Effective Date of Insurance with respect to the Loan amount that existed at the time of the refinancing or conversion will remain the original Effective Date of Insurance. However, the Effective Date of Insurance for any new amount added to the Loan balance will be the date that new Loan amount is funded or disbursed. If Your Loan is refinanced or converted during a period of Total Disability, the refinancing or conversion will not change Our benefit obligations.

**What if You are issued insurance when You are over the Maximum Issue Age?** If Your age was stated incorrectly on the application and You had already attained the Maximum Issue Age and insurance was therefore issued in error, We may terminate this insurance and return any insurance charges, provided this insurance is terminated prior to You incurring a payable claim. If Your age was misstated on the application and insurance would not have been issued at Your correct age, We may terminate this insurance at any time and return all insurance charges, provided this insurance is terminated prior to You incurring a payable claim. If We discover that Your age was misstated but We do not terminate this insurance, We will use Your correct age for all purposes including determining what benefits You are entitled to, and insurance and benefit termination dates. If joint coverage is in effect and We terminate this insurance for only one borrower, insurance will continue on the eligible living borrower and We will return the difference in insurance charges between joint and single coverage.
What if We overpay benefits? If We pay more benefits than You are owed, We are obligated to return the overpayment to Us within 30 days of receipt of written notification of the overpayment from Us. We may seek to have the Credit Union return such overpayment on Your behalf.

Can Your insurance coverage be contested? We may contest the validity of this coverage at any time based on a failure to pay insurance charges. After Your certificate has been in force for two years during Your lifetime, no statement relating to insurability can be used to contest coverage or deny a claim, except that a fraudulent statement that is made by You in a written application may be used to contest disability insurance coverage or deny a disability claim at any time. All statements made by You shall be deemed representations and not warranties. No statement shall be used in any contest unless a signed copy of the instrument containing the statement is or has been furnished to You, or in the case of death to Your beneficiary or personal representative. If insurance is cancelled as a result of contestability, Our liability is limited to a return of any insurance charges paid.

When does Your insurance terminate? This insurance will automatically terminate for all borrowers on the earliest of: (a) the date Your Loan is paid off by any means (for closed-end Loans only); (b) the date the Maximum Term of Insurance, as stated in the Schedule, has elapsed (for closed-end Loans only); (c) the last day of the month in which Your Loan is 90 days delinquent or past due; (d) the date You are no longer obligated to repay the Loan to the Credit Union; or (e) the last day of the month during which the group policy is terminated. This insurance will automatically terminate for each borrower individually on the earliest of: (1) the date We or the Credit Union receive Your written request to terminate the insurance or on a date that You select that is after the date on which We or the Credit Union receive Your written request (termination by Your request will not affect any valid claim arising before termination); (2) the date of Your death; or (3) the last day of the month during which You reach the Termination Age stated in the Schedule. Life and disability insurance may have different Termination Ages or Maximum Terms of Insurance which means one may terminate but the other continues. If joint coverage is in effect and insurance terminates for only one borrower, insurance will continue for the eligible living borrower until that borrower's insurance terminates as provided in this section. However, life insurance terminates for both borrowers after a life insurance benefit has been paid. We will return any insurance charges paid after the date insurance terminates (If You have joint coverage and only one borrower's insurance terminates, We will return only the difference in paid insurance charges between joint and single coverage).

What if the group policy terminates? If the group policy is terminated for any reason. Your insurance will terminate on the last day of the month during which the group policy is terminated. You will receive written notice at least 31 days prior to insurance terminating.

What if this certificate does not conform to state law? Any provisions of this certificate which, on the Effective Date of Insurance, are in conflict with the laws of the state in which it has been issued, are changed to conform to the minimum standards of those laws.

What are the deadlines for legal action against Us or the Credit Union? You cannot start any legal action against Us or the Credit Union until 60 days after We receive proof of Your Total Disability, and You cannot start any legal action against Us or the Credit Union more than 2 years from the date Your disability claim is first denied or Your benefits are discontinued, whichever is later.

LIFE INSURANCE
What is the life insurance benefit? The life insurance benefit is the lesser of: (a) the Total Benefit Maximum for life insurance as shown in the Schedule; or (b) the unpaid balance of Your Loan as of the date of Your death (including any Advances received by You but recorded by the Credit Union after the date of Your death), less any Advances excluded from benefit payments under the terms of this insurance, and up to 180 days of unpaid accrued interest after the date of Your death.

What does life insurance cover? We will pay a life insurance benefit if You die while You are insured and all other terms and conditions of this insurance are satisfied. If You have joint life coverage, We will pay one life insurance benefit for the death of either insured borrower, but We will pay only one life insurance benefit even if both borrowers die.

What proof is required to make a claim for life insurance benefits? We must receive a certified copy of the death certificate (or other lawful evidence). We may also request relevant medical records and a copy of Your application for this insurance (We will only request these records in the event they are necessary in the review of Your claim).

DISABILITY INSURANCE
How do You qualify for disability benefits? You qualify for disability benefits if: (a) You first meet the definition of Total Disability while You are insured; (b) Your Total Disability lasts longer than the Waiting Period shown in the Schedule; (c) You are not earning an average monthly income from any work (including a combination of jobs) that is equal to 60% or more of the average monthly income You were receiving from work (including a combination of jobs) in the 12 months just prior to Your Total Disability; and (d) all other terms and conditions of this insurance are satisfied. If You have joint disability coverage, each borrower must qualify for benefits independently of the other borrower.

What if Your disabling condition recurs? If Your disabling condition recurs within 7 calendar days after You have recovered from Your most recent period of Total Disability, We will consider it a continuation of that period of Total Disability and no new Waiting Period will apply. If the disabling condition recurs more than 7 calendar days after You have recovered, We will consider it a new period of Total Disability and You will have to qualify for disability benefits again. If Your Total Disability is based on a new disabling condition, We will consider it a new period of Total Disability. You have "recovered" for purposes of this insurance if
either. (a) You are capable of performing all of the essential functions of the occupation You had at the time Your most recent period of Total Disability started; or (b) if unemployed at the start of Your Total Disability, You are able to perform the essential functions required of any occupation for which You are reasonably qualified by education, training or experience.

What disabilities or Advances are excluded from benefit payments? We will not pay benefits to cover an Advance if Your Total Disability results directly or indirectly from a Pre-Existing Condition and Your Total Disability starts within 6 months after the Effective Date of Insurance on the Advance. For open-end Loans, the Pre-Existing Condition exclusion is limited to the amount of Advance(s) subject to the exclusion, less the total payments made on Your Loan since the date of the earliest excluded Advance that were greater than the minimum payment due on Your Loan when the payments were made. An Advance will not be excluded from benefit payments under the Pre-Existing Condition exclusion if Your Total Disability starts more than 6 months after the Effective Date of Insurance on that Advance.

What do We pay? For each full month during which You qualify for benefits, We will pay as a monthly disability benefit the lesser of: (a) the minimum monthly Loan payment required for Your Loan as of the date Your Total Disability started (less any amount or that Loan payment attributable to Advances excluded from benefit payments under the terms of this insurance); or (b) the Maximum Monthly Disability Benefit shown in the Schedule. For periods less than a full month, We will pay an amount equal to 1/30th of the monthly disability benefit for each day You qualify for benefits. If Your Loan is not scheduled for monthly Loan payments, We will calculate Your monthly disability benefit by converting Your scheduled Loan payments to a monthly Loan payment equivalent. If Your monthly disability benefit payment, as determined under this section, is less than Your required monthly Loan payment, or monthly Loan payment equivalent, You are responsible to pay the difference owed to the Credit Union. Your monthly disability benefit is determined at the start of Your Total Disability and will not change during that period of Total Disability even if the required monthly Loan payment changes. If You have joint disability insurance, We will pay only one monthly disability benefit even if both of You are disabled.

What do We not pay? We will not pay benefits to cover late fees, unscheduled or additional finance charges, balloon payments. Advances excluded from benefit payments under the terms of this insurance, or any money added to the principal balance of Your Loan after the date Your Total Disability started, even if any of those amounts are incurred while a claim is being reviewed. Payment of those amounts will always remain solely Your responsibility.

How do We calculate the start date for Your benefit payments? If the Schedule states that Your benefits begin retroactively, Your benefits will be calculated from the first day of Your Total Disability. If the Schedule states that Your benefits begin non-retroactively, Your benefits will be calculated from the date after the Waiting Period stated in the Schedule. In any case, You must meet the definition of Total Disability for longer than the Waiting Period to qualify for benefits.

When do Your benefit payments stop? Your disability benefit payments will stop when any of the following conditions are met: (a) You no longer meet the definition of Total Disability; (b) Your Loan balance (as of the date Your Total Disability started, less any Advances excluded from benefit payments under the terms of this insurance) has been paid in full by any means; (c) the date is reached when Your Loan balance (as of the date Your Total Disability started, less any Advances excluded from benefit payments under the terms of this insurance) should have been paid in full had the required Loan payments been made on time and in accordance with the terms of the Loan agreement, and the interest rate and Loan payment requirements in place on the date Your Total Disability started; (d) this insurance terminates because the Maximum Term of Insurance has elapsed for closed-end Loans only; (e) You are no longer obligated to repay the Loan to the Credit Union; (f) disability benefits have been paid equal to the Total Benefit Maximum for disability insurance as provided on the Schedule; (g) You fail to provide the required proof of Your Total Disability; or (h) You are deceased.

What proof do You need to provide to make a claim for disability benefits? You must provide Us proof of Your Total Disability. We may request from the Credit Union a copy of Your Loan records, and Your application for this insurance. We may also request relevant medical records, and relevant employment and income records (We will only request these records in the event they are necessary in the review of Your claim). Your proof of Total Disability must contain the date and the cause of Your Total Disability, a statement about the seriousness of the disability and a signature of a treating physician other than You or an immediate family member. Claim forms will be available from the Credit Union or, upon request, will be provided by Us. Upon request, You will be required to provide proof of continued Total Disability from time to time, including additional medical proof signed by a treating physician other than You or an immediate family member.

Can We require a physical or vocational examination? We may require You to participate in an independent medical examination, transferable skills analysis, or other examination or analysis as often as reasonably necessary in order to obtain the proof We require to determine if You qualify for disability benefits. We will pay the cost of any such examination or analysis.

What are the deadlines for proving proof of Total Disability? You are required to provide Us proof of Total Disability as soon as possible and no later than 15 months from the date Your Total Disability ends. If We request proof of continued Total Disability, You will be required to provide such proof as soon as possible and no later than 15 months from the date of Our first request for such proof. We will not accept proof of Total Disability that is provided after the period in which it is required to be provided, unless You were legally incapable of providing the proof. Regardless of the deadlines for providing proof, if We do not receive requested proof of continued Total Disability, We may suspend or stop benefit payments until the required proof is received.
DEFINITIONS

Advance. Under an open-end lending agreement, an "Advance" means each disbursement of money on a Loan by the Credit Union to You at Your direction or request. Under a closed-end agreement, an "Advance" means the disbursement that funds Your Loan.

The Credit Union. The "Credit Union" means the creditor that issued the Loan as shown in the Schedule and that is the group policyholder of this insurance.

Effective Date of Insurance. The "Effective Date of Insurance" is the later of: (a) the date of an Advance; or (b) the date the application for this insurance is signed (if joint coverage is in effect, the date of the last signing). Each Advance will have its own Effective Date of Insurance.

Loan. A "Loan" means the money lent to You by the Credit Union under a lending agreement, for which You have elected this insurance and have agreed to pay insurance charges.

Pre-Existing Condition. A "Pre-Existing Condition" is an illness, disease, or medical condition for which You received medical advice, consultation, or treatment (exclusive of acute infectious diseases of the upper respiratory tract and other diseases generally considered medically as not adversely affecting future health) within the 6 month period immediately prior to the Effective Date of Insurance.

Schedule. The "Schedule" means the "Schedule of Credit Insurance" that is attached to or part of Your "Credit Insurance Application and Certificate (Part A)." The terms and provisions in the Schedule have the same meaning when used in the Schedule or in this certificate.

Total Disability. During the first 12 consecutive months of disability, "Total Disability" means You are unable, because of a medically determined sickness or accidental injury, to perform all of the essential functions of Your occupation at the time Your disability starts. After the first 12 consecutive months of disability, the definition of "Total Disability" changes to mean You are unable, because of a medically determined sickness or accidental injury, to perform the essential functions required of any occupation for which You are reasonably qualified by education, training or experience. If You are no longer employed when Your disability starts, "Total Disability" always means You are unable, because of a medically determined sickness or accidental injury, to perform the essential functions required of any occupation for which You are reasonably qualified by education, training or experience.

We, Us and Our. "We", "Us", and "Our" mean CMFG Life Insurance Company.

You and Your. "You" and "Your" mean the borrower, and, if joint coverage is elected, "You" and "Your" also mean both borrowers on the Loan.
Notice of Right to Cancel

ESTABLISHING AN ACCOUNT The Lender has agreed to establish an open-end credit account for you, and you have agreed to give the Lender a (mortgage/deed of trust) (on/in) your home as security for the account. You have a legal right under federal and some state laws to cancel the account, without cost, within three business days after the latest of the following events:

1. the opening date of your account which is ______________;
2. the date you received your Truth in Lending disclosures;
3. the date you received this notice of your right to cancel the account.

If you cancel the account, the (mortgage/deed of trust) (on/in) your home is also cancelled. Within 20 days of receiving your notice, the Lender must take the necessary steps to reflect the fact that the (mortgage/deed of trust) (on/in) your home has been cancelled. The Lender must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property the Lender has given you until the credit union has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the Lender does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

INCREASING THE SECURITY You have agreed to increase the amount of the (mortgage/deed of trust) (on/in) your home that the Lender holds as security for your open-end credit account. You have a legal right under federal and some state laws to cancel the increase, without cost, within three business days after the latest of the following events:

1. the date of the increase in the security which is ______________;
2. the date you received your Truth in Lending disclosures;
3. the date you received this notice of your right to cancel the increase in the security.

If you cancel the increase in the security, your cancellation will apply only to the increase in the amount of the (mortgage/deed of trust). It will not affect the amount you presently owe on your account, and it will not affect the (mortgage/deed of trust) the Lender already has (on/in) your home. Within 20 calendar days after the Lender receives your notice of cancellation, the Lender must take the necessary steps to reflect the fact that any increase in the (mortgage/deed of trust) (on/in) your home has been cancelled. The Lender must also return to you any money or property you have given the Lender or to anyone else in connection with this increase.

You may keep any money or property the Lender has given you until the Lender has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the Lender does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

INCREASING THE CREDIT LIMIT The Lender has agreed to increase the credit limit on your open-end credit account. The Lender has a (mortgage/deed of trust) (on/in) your home as security for your account. Increasing the credit limit will increase the amount of the (mortgage/deed of trust) (on/in) your home. You have a legal right under federal and some state laws to cancel the increase in your credit limit, without cost, within three business days after the latest of the following events:

1. the date of the increase in your credit limit which is ______________;
2. the date you received your Truth in Lending disclosures;
3. the date you received this notice of your right to cancel the increase in your credit limit.

If you cancel, your cancellation will apply only to the increase in your credit limit and to the (mortgage/deed of trust) that resulted from the increase in your credit limit. It will not affect the amount you presently owe, and it will not affect the (mortgage/deed of trust) the Lender already has (on/in) your home. Within 20 calendar days after the Lender receives your notice of cancellation, the Lender must take the necessary steps to reflect the fact that any increase in the (mortgage/deed of trust) (on/in) your home has been cancelled. The Lender must also return to you any money or property you have given to the Lender or to anyone else in connection with this increase.

You may keep any money or property the Lender has given you until the Lender does the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the Lender does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.
Check this box for fixed rate home equities

### NOTICE OF YOUR RIGHT TO CANCEL - Closed End

**GENERAL RIGHT TO CANCEL** You are entering into a transaction that will result in a (mortgage/deed of trust) (on/in) your home. You have a legal right under federal and some state laws to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

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

If you cancel the transaction, the (mortgage/deed of trust) is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the (mortgage/deed of trust) (on/in) your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

**REFINANCING RIGHT TO CANCEL (REFINANCING WITH ORIGINAL CREDITOR)** You are entering into a new transaction to increase the amount of credit provided to you. Your home is the security for this new transaction. You have a legal right under federal and some state laws to cancel the new transaction, without cost, within three business days from whichever of the following events occurs last:

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

If you cancel this new transaction, it will not affect any amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction, we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

You may keep any money we have given you in this new transaction until we have done the things mentioned above, but you must then offer to return that money at the address below. If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

**HOW TO CANCEL**

If you decide to cancel the account/transaction designated above, you may do so by notifying the credit union in writing, at

CFCU Community Credit Union 1030 Craft Road Ithaca New York 14850

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how the credit union because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of (date) (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

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<thead>
<tr>
<th>Borrower/Owner of Property</th>
<th>Date</th>
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**ACKNOWLEDGMENT OF RECEIPT**

You have received two copies of the Home Right To Cancel and one copy of the Truth in Lending Disclosures from the credit union and have read and understand them. If this transaction is to increase the amount of the Mortgage/Deed of Trust on your home or to increase your credit limit, you acknowledge that you received Truth in Lending Disclosures at the time the original account was established. You know of no individual(s) not signing this statement who also lives in your home as their principal residence and has any kind of an ownership interest in that property.

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<th>Borrower/Owner of Property</th>
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**STATEMENT OF NONCANCELLATION (Optional Section)**

This section is optional:

- If you decide NOT to cancel your account/transaction at the end of the three-day period described in the above Notice, please read, sign and date the following Statement. Please return this statement to the credit union at the address in the above Notice.

- Statement of Noncancellation -- You have chosen not to cancel the account/transaction referenced in the above Notice. You understand that the credit union will allow you to receive funds in reliance on this statement.

- You know of no individual(s) not signing this statement who also lives in your home as their principal residence and has any kind of ownership interest in that property.

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Copies of this notice may be used for more than one transaction.
We always do a final Fee Disclosure in case any of the fees have changed. Maybe the schedule A is 2 pages, which would change the recording fees.

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Abstract of Title Fee</td>
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<td>Appraisal Fee</td>
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<td>Mortgage Recording Fee</td>
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<td>Mortgage Tax</td>
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<td>Flood Certification Fee</td>
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<td>Application Fee</td>
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<td>UCC Fee</td>
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<tr>
<td>Tax Service Fee</td>
<td></td>
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<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

You, the Borrower, understand that CFCU is incurring the charges set forth above in making this loan. You will have an obligation to reimburse CFCU Community Credit Union for these costs if you exercise your right to terminate this agreement within three (3) years of the effective date of this agreement. **By signing this Fee Disclosure Statement, you hereby agree to reimburse CFCU Community Credit Union, upon demand, for these charges, if you exercise your right to terminate this agreement within three (3) years of the effective date of this agreement. It is further agreed, that the amount reimbursed will be the 'Total' as shown above, and will not be pro-rated, adjusted or waived.** A repayment in full of the mortgage loan which is the subject of this agreement shall constitute your exercise of your right to terminate this agreement. If you do not exercise your right to terminate this agreement within three (3) years of the effective date of this agreement, then CFCU Community Credit Union waives its right to require reimbursement of these charges and you will no longer have an obligation to pay the "Charges Incurred by CFCU in this Transaction" to CFCU Community Credit Union.

Borrowers Signature: ___________________________ Date ___________________________
Print Name: ___________________________

Borrowers Signature: ___________________________ Date ___________________________
Print Name: ___________________________
If the property does have an oil, gas or mineral lease, the borrower must sign this document stating they will not grant permission or accept any payment to extend the lease agreement.

BORROWER/MORTGAGOR STATEMENT REGARDING OIL, GAS, AND/OR MINERAL RIGHTS LEASES ("STATEMENT")

I understand that CFCU Community Credit Union (together with its successors and/or assigns collectively hereinafter referred to as “CFCU”) does not generally grant loans secured by real property encumbered by an oil/gas/mineral rights lease. My property at [Property Address] (the “Premises”) is or may be currently encumbered by an oil, gas and/or mineral rights lease. Therefore, in order to induce CFCU to accept the promissory note/credit agreement dated [Date], Loan No. [Loan Number], secured by mortgage/security agreement against the Premises, and knowing CFCU is relying on the statements I make herein, I hereby make the following assurances:

1) I agree to not grant permission to the lessee of the existing lease to conduct any surface operations without the express written permission of CFCU at any time while the mortgage/security agreement I am giving to CFCU remains a valid lien against the Premises; and

2) I agree to not sign any subsequent oil/gas/mineral leases, and to accept any payments or take any other action that would extend the existing lease beyond its initial term, without the prior express written permission of CFCU, at any time while the mortgage/security agreement I am giving to CFCU remains a valid lien against the Premises.

I understand that the promissory note/credit agreement and/or the mortgage/security instrument I am signing states that if I transfer or sell all or any part of the Premises, or any right in the Premises, without CFCU’s written permission, CFCU or its successors and assigns may require immediate payment in full of all sums secured by said mortgage/security instrument. I also understand that if I execute or extend an oil, gas or mineral rights lease without the prior written permission of CFCU, CFCU may consider such an act a transfer of a right in the Premises which would trigger CFCU’s right to require immediate payment in full of all sums secured by the mortgage/security instrument.

By signing below, I promise to adhere to the assurances contained in this Statement.

_________________________  _________________________
Date                         Date

_________________________  _________________________
Date                         Date
Loan Payment Election Form

I, ____________________________, understand that my new loan on account #__________ Sub #__________ with CFCU Community Credit Union is due on ____________ and the monthly payment is $__________.

- [ ] Monthly beginning $__________
- [ ] Semi-Monthly beginning $__________
- [ ] Bi-weekly beginning $__________
- [ ] Weekly beginning $__________

Notes:

[ ] I agree to pay my loan with CFCU Community Credit Union with payroll allocation or automatic payment deduction from my account #__________ with CFCU Community Credit Union. I want my deduction to come out of my [ ] Savings sub ______ or [ ] Checking sub ______.

OR

[ ] I understand I will not be issued a coupon book and I intend on making my payments at any CFCU Branch location or mailing the payment to: 1030 Craft Rd, Ithaca, NY 14850 or via CFCU Internet banking.

Signature ____________________________ Date: ____________________________

Internal Use Only:

Processed By: ____________________________

Notes: ____________________________
Since we cannot show payment protection on any of our documents, this form is what we’ll use if the borrower elects the coverage.

Important Information Regarding Your Home Loan Payment

Thank you for purchasing payment protection on your home loan. Your purchase of payment protection is a valuable step that you have taken to make sure your family is protected if the unforeseen were to happen.

Your total monthly payment including payment protection will be [redacted].

This is the regularly scheduled payment due each month and reflected on your periodic statements. This total payment is different than the payment reflected on the Closing Disclosure because we are required by federal law to disclose your payment without payment protection costs included on that document.

Should you have any questions about your loan payment, please call (607) 267-8600.
SECTION
9
NOTE AND COMPLETE	NOTICE TO OHIO APPLICANTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS ONLY: (1) No provision of any marital property agreement, unilateral statement under Section 768.70, or court decree under Section 768.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened. (2) Please sign if you are not applying for this account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.

Click Here to Sign

NOTE THAT THE ABOVE MUST BE COMPLETED ONLY BY APPLICANT

Married Applicants may apply for a separate account.

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

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

Amount Requested:

Repayment: [ ] Payroll Deduction [ ] Check [ ] Automatic Payment [ ] Military Allowance

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

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

APPLICANT INFORMATION

APPLICANT [ ] OTHER [ ] CO-APPLICANT [ ] SPOUSE

NAME (Last, First, Initial)

DRIVER'S LICENSE NUMBER/STATE

ACCOUNT NUMBER

PHONE NUMBER

PRESENT ADDRESS (Street - City - State - Zip)

PAST 3 YEARS ADDRESS

YEARS MONTHS

YEARS MONTHS

COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE.

COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE.

LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT

EMPLOYMENT INFORMATION

CURRENT EMPLOYER'S NAME

DATE HIRING

DATE TERMINATION

INCOME INFORMATION

NOTES: Always add support of a separate occupational income if not included. Household income must be included if you do not have employment income.

NAME AND ADDRESS OF NEAREST RELATIE NOT LIVING WITH YOU

RELATIONSHIP

FAX PHONE

HOME PHONE

REFERENCES

SIGNATURE

DATE

[Signature]
Servicing Disclosure Statement

<table>
<thead>
<tr>
<th>APPLICANT 1 NAME:</th>
<th>ACCOUNT NUMBER:</th>
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<tr>
<td>APPLICANT 2 NAME:</td>
<td></td>
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<tr>
<td>APPLICANT 3 NAME:</td>
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<tr>
<td>APPLICANT 4 NAME:</td>
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PROPERTY ADDRESS: __________________________

NOTICE

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

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.). RESPA gives you certain rights under Federal law.

This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any, as well as sending monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

**SERVICING TRANSFER INFORMATION**

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

**SIGNATURES**

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.

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<th>APPLICANT 1 SIGNATURE</th>
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<th>APPLICANT 2 SIGNATURE</th>
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<th>APPLICANT 3 SIGNATURE</th>
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<th>APPLICANT 4 SIGNATURE</th>
<th>DATE</th>
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Home Equity Fee Disclosure Statement

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<tr>
<th>Fee Description</th>
<th>Amount</th>
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<tr>
<td>Abstract of Title Fee</td>
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<td>Tax Service Fee</td>
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<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

You, the Borrower, understand that CFCU is incurring the charges set forth above in making this loan. You will have an obligation to reimburse CFCU Community Credit Union for these costs if you exercise your right to terminate this agreement within three (3) years of the effective date of this agreement. By signing this Fee Disclosure Statement, you hereby agree to reimburse CFCU Community Credit Union, upon demand, for these charges, if you exercise your right to terminate this agreement within three (3) years of the effective date of this agreement. **It is further agreed...**

Borrowers Signature: ___________________________  Date: __________
Print Name: ___________________________

Borrowers Signature: ___________________________  Date: __________
Print Name: ___________________________
HOME EQUITY LINE OF CREDIT COMMITMENT LETTER

Date: 

Re: Home Equity Line of Credit secured by property at: 

Dear Applicant(s):

Your application for a CFCU Community Credit Union Home Equity Loan to be secured by the above property has been approved subject to the terms and conditions set forth below:

The basic terms of the loan are estimated as follows:

Approved amount: 
Interest Rate = variable
Term 15/16 year
Amount of monthly payments: = 1% of outstanding balance

TERMS AND CONDITIONS OF THIS COMMITMENT

ACCEPTANCE

One copy of this Commitment Letter must be signed by all applicants and returned. In the event we do not receive the signed copy within ten (10) days from the date of this letter, this commitment will become null and void. IF YOU SIGN THIS COMMITMENT, AND YOU DO NOT CLOSE THIS LOAN IN ACCORDANCE WITH THE DESCRIBED TERMS, YOU MAY BE CHARGED FOR ANY FEES THAT THE CREDIT UNION HAS PAID IN CONNECTION WITH THIS LOAN.

EXPIRATION

This commitment will expire in 60 days and this mortgage loan must, therefore, close on or before 60 days from the date of this commitment letter or it shall be null and void.

MATERIAL CHANGE

CFCU Community Credit Union reserves the right to rescind this commitment if there is a change of material fact upon which your application was approved.

LOAN DOCUMENTS AND CLAUSES

Loan Documents to be utilized in this transaction shall be acceptable to our legal department in form and content. You agree, if requested by CFCU, to fully cooperate and adjust for any clerical errors on all loan documentation if deemed necessary.

HAZARD (HOMEOWNERS) INSURANCE

You are required to submit to CFCU at, or prior to, closing proof of coverage under an acceptable hazard/fire insurance (homeowners) policy or 30 - day binder. The amount of coverage must be the lesser of the replacement cost of the Subject Property improvements or the total principal balance of this loan, in addition to any other prior mortgage liens on the Subject Property. The policy or binder must contain a 10 - day cancellation notice clause and an appropriate clause naming CFCU community Credit Union, its principals, successors, and/or assigns as mortgagee.
6. **TITLE DOCUMENTS AND CLOSING**
   At closing the property must be free and clear of all liens and encumbrances, except prior mortgage liens, and acceptable documents (which may include a survey) must be furnished to our Legal Department, prior to closing, for their review.

7. **ADDITIONAL TERMS AND CONDITIONS (apply only if checked)**

   - A. If your property is located in a flood hazard area and is eligible for flood insurance established by the National Flood Insurance Program, you are required to purchase flood insurance issued under the provisions of the National Flood Program. Please sign one copy of the enclosed Flood Areas Certificate and return promptly with the copy of this letter. Proof of purchase of flood insurance must be provided at, or prior to, closing, and maintained for the life of the loan.
   - B. If the premises are currently encumbered by an oil, gas and/or mineral lease, the existence of the lease may impact your interest rate and/or the amount of your closing costs in order for you to obtain the loan.
   - C. An updated survey map may be required. A current copy of the existing survey map must be forwarded to the Credit Union Legal Department, as soon as possible, to determine if an updated survey is required, and in order expedite your closing.
   - D. An Abstract of Title for the Subject Property, updated within 90 days prior to closing, or other title search acceptable to CFCU (typically ordered by CFCU’s attorney) is required by the Credit Union Legal Department.
   - E. You will need to supply the Credit Union with copies of paid tax receipts.
   - F. Other Conditions of Approval:

We appreciate the opportunity of serving you.

Very truly yours,

[Signature]

NMLS #

[Signature]

I/we hereby accept the loan terms and conditions set forth above.

Date: ____________________  Legal Signature

Date: ____________________  Legal Signature
Follow the same as you would do on the Fixed Rate Home Equity loan.
CERTIFICATION AND AUTHORIZATION

Certification

The undersigned certify the following:

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

I/We understand and agree that the Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

I/We have applied for a real estate loan. As a part of the application process, the Lender and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

I/We authorize you to provide to the Lender and to any investor to whom the Lender may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to: employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns. I/We authorize you to provide the Seller's attorney with a copy of the mortgage commitment letter.

The Lender or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application.

A photographic or FAX copy of this authorization may be deemed to be the equivalent of the original and may be used a duplicate original.

Your prompt reply is appreciated.

Mortgage Guaranty Insurer (if any):

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<tr>
<th>Borrower's Signature</th>
<th>Social Security Number</th>
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<thead>
<tr>
<th>Co-Borrower's Signature</th>
<th>Social Security Number</th>
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I hereby certify this to be a true and correct copy of the original signature(s).

<table>
<thead>
<tr>
<th>Lender's Signature</th>
<th>Date</th>
<th>Telephone Number</th>
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Follow the same as you would do on the
Fixed Rate Home Equity loan

<table>
<thead>
<tr>
<th>BORROWER NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DATE</th>
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| NEGATIVE INFORMATION NOTICE |
| We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report. |
| We have told a credit bureau about a late payment, missed payment or other default on your loan or deposit accounts. This information may be reflected in your credit report. |

| NOTICE TO THE HOME LOAN APPLICANT |
| In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users, and the lender used in connection with your home loan, and the key factors affecting your credit scores. The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change. Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another. |
| If you have questions concerning the terms of the loan, contact the lender: |
| **Name of Lender:** CFCU Community Credit Union |
| **Telephone Number:** 607-257-5500 |
| **Street Address:** 1950 CRAFT ROAD |
| **City, State, Zip:** ITHACA, NY 14850 |
| **Web Site Address:** |
| If you have questions concerning your credit score or the credit information furnished to you, contact the consumer reporting agency: |
| **Equifax:** 800.685.1111 - equifax.com - P.O. Box 740258 - Atlanta, GA 30374 |
| **Current Credit Score:** Date of Current Score: Range of Scores: |
| **Key Factors Affecting Score:** |
| **Experian:** 888.397.3742 - experian.com - P.O. Box 9701 - Allen, TX 75013 |
| **Current Credit Score:** Date of Current Score: Range of Scores: 0 - 850 |
| **Key Factors Affecting Score:** |
| **TransUnion:** 600.988.8600 - transunion.com - P.O. Box 2000 - Chester, PA 19022 |
| **Current Credit Score:** Date of Current Score: Range of Scores: |
| **Key Factors Affecting Score:** |
| **Other:** |
| **Street Address:** |
| **City, State, Zip:** |
| **Web Site Address:** |
| **Current Credit Score:** Date of Current Score: Range of Scores: |
| **Key Factors Affecting Score:** |

| SIGNATURES (optional) |
| Borrower Signature | Date |
| Credit Union Authorization | Date |

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FACT Act Notice

NEGATIVE INFORMATION NOTICE
- We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- We have told a credit bureau about a late payment, missed payment or other default on your loan or deposit account. This information may be reflected in your credit report.

NOTICE TO THE HOME LOAN APPLICANT
In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users, and the lender used in connection with your home loan, and the key factors affecting your credit scores.
The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change. Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

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

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

Name of Lender: CFCU Community Credit Union
Street Address: 1900 CRAFT ROAD
City, State, Zip: ITHACA, NY 14850
Telephone Number: 607-257-6500
Web Site Address: 

If you have questions concerning your credit score or the credit information furnished to you, contact the consumer reporting agency:

Equifax - 800.685.1111 - equifax.com - P.O. Box 740258 - Atlanta, GA 30374
Current Credit Score: 
Key Factors Affecting Score: 

Experian - 888.397.3742 - experian.com - P.O. Box 9701 - Allen, TX 75013
Current Credit Score: 
Key Factors Affecting Score: 

TransUnion - 800.916.8800 - transunion.com - P.O. Box 2000 - Chester, PA 19022
Current Credit Score: 
Key Factors Affecting Score: 

Other:
Street Address: 
City, State, Zip: 
Telephone Number: 
Web Site Address: 
Current Credit Score: 
Key Factors Affecting Score: 

SIGNATURES (optional)

Borrower Signature: X Date: 
(Seal) 

Credit Union Authorization: X Date: 
(Seal)
Although you may not need to order an appraisal for your loan, you still need to provide this disclosure.

Right To Receive Copy Of Appraisal

Applicant’s Name: [Redacted]
Account Number:

Applicant’s Address: [Redacted]

Property Address: [Redacted]

APPRaisal NOTICE

We may order an appraisal to determine the property’s value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close.

You can pay for an additional appraisal for your own use at your own cost.
IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLAN

This disclosure contains important information about our Home Equity Line of Credit Plan. You should read it carefully and keep a copy for your records.

AVAILABILITY OF TERMS: All of the terms described below are subject to change. If these terms change (other than the annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees that you pay to us or anyone else in connection with your application.

SECURITY INTEREST: We will take a security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.

POSSIBLE ACTIONS: We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if (1) you engage in fraud or material misrepresentation in connection with the plan; (2) you do not meet the repayment terms of this plan, or (3) your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if (1) any reasons mentioned above exist; (2) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (3) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (4) you are in default of a material obligation of the agreement; (5) government action prevents us from imposing the annual percentage rate provided for in the agreement; (6) the priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line; (7) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice; or (8) the maximum annual percentage rate is reached.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges for the plan.

MINIMUM PAYMENT REQUIREMENTS: You can obtain credit advances for 15 years. This period is called the "draw period." At our option, we may renew or extend the draw period. Your minimum monthly payment during the draw period will equal the finance charges (interest) or 1% of the outstanding balance, whichever is greater. Your payment will never be less than the smaller of $50.00 or the full amount that you owe.

After the draw period ends, you will no longer be able to obtain credit advances and must repay the outstanding balance (the "repayment period"). The length of the repayment period will depend on your outstanding balance at the end of the draw period but it will never exceed 15 years. Your minimum monthly payment during the repayment period will be set to repay the outstanding balance at the prevailing annual percentage rate at the end of the draw period, within the repayment period.

Your payment will never be less than the smaller of $100.00, or the full amount that you owe.

MINIMUM PAYMENT EXAMPLE: If you made only the minimum monthly payment and took no other credit advances it would take 16 years 4 months to pay off a credit advance of $10,000 at an ANNUAL PERCENTAGE RATE of 3.25%. During that period, you would make 180 payments of $80.00 to $100.00, followed by 15 payments of $100.00 and one (1) final payment of $42.59.

The following notice is required by New York law. You are required to obtain property insurance on the property that is security for your mortgage loan. We cannot require you to obtain an insurance policy in excess of the replacement cost of the improvements on the property securing the loan.

REFUNDABILITY OF FEES: If you decide not to enter into this plan within three business days of receiving this disclosure and the home equity brochure, you are entitled to a refund of any fee you may have already paid.

VARIABLE RATE FEATURE AND ANNUAL PERCENTAGE RATE: This plan has a variable rate feature during the draw period. As a result of this feature the annual percentage rate (corresponding to the periodic rate) and the length of the plan or the minimum payment may change as a result. The annual percentage rate includes only interest and no other costs.

The annual percentage rate is based on the value of an index. The index is the Prime Rate published in the Money Rates column of the Wall Street Journal. When a range of rates has been published the highest rate will be used. We will use the most recent index value available to us as of the date of any quarterly rate adjustment.

To determine the annual percentage rate that will apply to your account, we add a margin to the value of the Index. If the rate is not already rounded we then round up to the next .25%. Ask us for the current index value, margin and annual percentage rate. After you open a plan, rate information will be provided on periodic statements that we send you.

During the repayment period the Annual Percentage Rate will be fixed. The Annual Percentage Rate includes interest and not other costs. The Annual Percentage Rate during the repayment period will be established at the beginning of the repayment period by using the same index (with the same rounding) and adding the same margin as was used in calculating the last applicable Annual Percentage Rate during the draw period. An ANNUAL PERCENTAGE RATE of 3.25% is representative of the fixed rate we have offered with this plan. Please ask us for the current fixed rate under this plan.

RATE CHANGES: The annual percentage rate can change quarterly on the first day of January, April, July and October during the draw period. There is no limit on the amount by which the annual percentage rate can change during any one year period. The maximum ANNUAL PERCENTAGE RATE that can apply is 16.0% or the maximum permitted...
by law, whenever is less. A representative minimum rate of 3.25% and margin of 0% have been used in the payment examples throughout this disclosure. Please ask your loan officer about your qualifying minimum rate and margin.

**MAXIMUM RATE AND PAYMENT EXAMPLES:** If you had an outstanding balance of $10,000 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 16.0% would be $136.89. This annual percentage rate could be reached at the time of the 1st payment. If you had an outstanding balance of $10,000 during the repayment period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 16.0% would be $140.91. This annual percentage rate could be reached at the time of the 1st payment.

**THIRD PARTY FEE REIMBURSEMENT:** There are fees that must be paid to third parties to open this plan. These fees generally total between $500.00 and $1,200.00. We may add some of these fees to open the plan on your behalf. If you close your account within 3 years of opening the plan, you will be required to reimburse the credit union for any bona-fide third party fees that the credit union paid on your behalf. If you ask, we will provide you with a list of the fees you may have to reimburse us.

**PROPERTY INSURANCE:** You must carry insurance on the property that secures this plan. If the property is located in a Special Flood Hazard Area, we will require you to obtain flood insurance if it is available.

**MARGIN:** The margin we will use with your plan will be determined by your individual creditworthiness. Please ask your loan officer about your qualifying margin.

**HISTORICAL EXAMPLE:** The following table shows how the annual percentage rate and the minimum payments for a single $10,000 credit advance would have changed based on changes in the index over the past 15 years. The index values are from the last business day of July of each year.

While only one payment per year is shown, payments may have varied during each year.

The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

### WALL STREET JOURNAL PRIME RATE INDEX TABLE

<table>
<thead>
<tr>
<th>Year (as of the last business day of July)</th>
<th>Index (Percent)</th>
<th>Margin (Percent)</th>
<th>Annual Percentage Rate (%)</th>
<th>Monthly Payment (Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>6.750</td>
<td>0.00</td>
<td>6.750</td>
<td>100.00</td>
</tr>
<tr>
<td>2002</td>
<td>4.750</td>
<td>0.00</td>
<td>4.750</td>
<td>94.87</td>
</tr>
<tr>
<td>2003</td>
<td>4.000</td>
<td>0.00</td>
<td>4.000</td>
<td>89.22</td>
</tr>
<tr>
<td>2004</td>
<td>4.250</td>
<td>0.00</td>
<td>4.250</td>
<td>91.42</td>
</tr>
<tr>
<td>2005</td>
<td>6.250</td>
<td>0.00</td>
<td>6.250</td>
<td>75.23</td>
</tr>
<tr>
<td>2006</td>
<td>8.250</td>
<td>0.00</td>
<td>8.250</td>
<td>71.11</td>
</tr>
<tr>
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<td>8.250</td>
<td>0.00</td>
<td>8.250</td>
<td>68.49</td>
</tr>
<tr>
<td>2008</td>
<td>5.000</td>
<td>0.00</td>
<td>5.000</td>
<td>59.97</td>
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<tr>
<td>2009</td>
<td>3.250</td>
<td>0.00</td>
<td>3.250</td>
<td>51.69</td>
</tr>
<tr>
<td>2010</td>
<td>3.250</td>
<td>0.00</td>
<td>3.250</td>
<td>50.00</td>
</tr>
<tr>
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<tr>
<td>2015</td>
<td>3.250</td>
<td>0.00</td>
<td>3.250</td>
<td>50.00</td>
</tr>
</tbody>
</table>

1. This is a margin we have used recently; your margin and rate may be different.
2. This payment reflects the minimum payment of $50.00.
What you should know about home equity lines of credit
When entering your HELOC application in Lending Navigator, this section is extremely important and must be complete.

Since this product has a variable rate feature, the information entered will ensure the rate gets updated correctly, should a rate change occur. **Without this data, the correct rate adjustment will not occur.**
SECTION 10
INTRODUCTION. This LOANLINES Home Equity Plan Credit Agreement and Truth in Lending Disclosure will be referred to as this "Plan." This Plan consists of this Agreement and the accompanying Addendum which is incorporated into and becomes a part of this Credit Agreement and Truth in Lending Disclosure. The words "you," "your," and "Borrower" mean each person who signs this Plan. The words "we," "us," "our," "Lender," and "credit union" mean the Credit Union whose name appears above or anyone to whom the Credit Union transfers its rights under this Plan.

1. HOW THIS PLAN WORKS. This Plan establishes a revolving line of credit account ("account"). You and the Credit Union anticipate that you will obtain a series of advances under this Plan from time to time. The maximum amount you can borrow ("credit limit") is disclosed in the Addendum. It is the amount of credit you may borrow, repay all or a portion, and re-borrow subject to the terms of this Plan.

2. PROMISE TO PAY. You promise to repay to the Credit Union, or order, all advances made to you under this Plan, plus finance charges, other applicable charges, and costs of voluntary payment protection for which you are responsible under this Plan. You agree to pay the minimum payment on or before the due date.

3. JOINT ACCOUNTS. If this is a joint account, each of you must sign this Plan and you will be individually and jointly responsible for the promises you make in this Agreement, including paying all amounts owed. This means that the Credit Union can require any one of you to repay all advances plus applicable finance charges, other applicable charges, and voluntary payment protection costs. Unless the Credit Union's written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). The Credit Union can release one of you from responsibility under this Plan without releasing the other(s).

4. SECURITY INTEREST. This Plan is secured by a mortgage, deed of trust, security deed, or security agreement (the "security instrument") in your dwelling which is described in the Addendum.

5. PROMISES IN SECURITY INSTRUMENT. The security instrument you sign the same day you sign this Plan is incorporated by reference into this Plan. You must keep all the promises you make in the security instrument.

6. APPLICATION OF PAYMENTS. Payments will be applied in the order the Credit Union chooses to any finance charges, voluntary payment protection costs, and other applicable charges due before being applied to your unpaid balance.

7. CREDIT LIMIT. You promise not to request or obtain an advance that will make your balance exceed your credit limit. Your credit limit will not be increased if you exceed your credit limit. If you exceed your credit limit, you agree to repay the excess immediately.

8. ACCESS DEVICES. You can obtain credit advances in any manner authorized by the Credit Union from time to time. Your application for this account also serves as a request to receive any additional access devices which may be available in the future in connection with this Plan. The terms of this Plan will apply to any future access devices we issue to you for accessing this Plan.

9. COST OF CREDIT. The finance charge is the cost you pay for credit. Unless otherwise described on the Addendum, the finance charge on each new advance begins on the date the advance and continues until the advance has been paid in full. There is no "free ride period" which would allow you to avoid a finance charge. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable periodic rate. The sum of those amounts is the finance charge owed. The periodic rate and corresponding annual percentage rate are disclosed in the Addendum. The balance used to compute

SIGNATURES

By signing below, you agree that you have read the LOANLINES Home Equity Plan Credit Agreement and Truth in Lending Disclosure and Addendum and agree to be bound by the terms of the Agreement. You also acknowledge receipt of a copy of this Agreement, and the Home Equity Early Disclosure and handbook entitled "What You Should Know About Home Equity Lines of Credit" given to you at the time of application.

Notice to Vermont Borrowers: NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

BORROWER'S SIGNATURE: [signature] DATE: [date]

CO-SIGNER'S SIGNATURE: [signature] DATE: [date]

WITNESS'S SIGNATURE: [signature] DATE: [date]

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the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any new advances have been added.

10. ANNUAL PERCENTAGE RATE. The annual percentage rate under this Plan includes only interest and no other costs. The Addendum shows the current interest rate as a periodic rate and a corresponding annual percentage rate. If the interest rate for this Plan is a variable interest rate, the Addendum explains how the variable interest rate works. If we forgive an annual percentage rate increase, we may return to the full index and margin at a later adjustment subject to any rate limitations.

11. OTHER CHARGES. In addition to finance charges, your account is subject to certain other charges as described in this Plan and the Addendum. The Credit Union can add any of these other charges to your balance or you can pay them in cash.

12. CHARGES TO YOUR ACCOUNT. We may charge your account to pay other fees and costs that you are obligated to pay under this Plan or under the security instrument. In addition, we may charge your account for funds required for continuing property insurance coverage or costs to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing lien on your dwelling. If you do not pay your property taxes, we may charge your account and pay the delinquent taxes. Any amount so charged to your account will be a credit charge. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

13. LENDER’S RIGHTS:

(a) Termination and acceleration. In accordance with applicable law, we can terminate your credit line and require you to pay us the entire outstanding balance in one payment, charge you certain fees, suspend additional extensions of credit, or reduce your credit limit, if any of the following happen:

For Wisconsin Borrowers Only:

(1) You fail to make a required payment when due.

For Iowa Borrowers Only:

(1) You fail to make a payment within ten days of the time required by agreement.

(b) Suspension or Reduction. In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your credit limit during any period in which any of the following are in effect:

(1) The value of the property securing this Plan declines significantly below the property’s appraised value for purposes of this Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under this Plan due to a material change in your financial circumstances.

(3) You are in default of a material obligation of this Plan. We consider all of your obligations to be material. Before exercising any of our rights under this Agreement, we will mail or deliver a notice of default to you.

(4) We are precluded by government action from imposing the annual percentage rate provided for under this Plan.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.

(6) We have been notified by a regulatory authority that continued advances may constitute an unsafe and unsound business practice.

(7) The maximum annual percentage rate under this Plan has been reached.

(8) For Wisconsin Borrowers Only: You engage in fraud or material misrepresentation in connection with the Plan.

(c) Change in Terms.

(1) For Borrowers Outside of Texas: We may make changes to the terms of this plan if you agree to (Continued on next page)
the change in writing at that time. If the change will
universally benefit you throughout the
remainder of this Plan, or if the change is
insignificant (such as changes relating to our data
processing systems), we may also change the
terms of this Plan in accordance with other
reasons, if stated on the Addendum. If this Plan follows an
index and the index is no longer available, we will
choose a new index and margin. The new index may
have a historical movement substantially similar
to the original index, and the new index and margin
will result in an annual percentage rate that is
substantially similar to the rate in effect at the
time the original index becomes unavailable.

(2) For Borrowers in Texas: We may make changes
to the terms of this Plan if you agree to the
change in writing at that time. If this Plan follows an
index and the index is no longer available, we will
choose a new index and margin. The new index may
have a historical movement substantially similar
to the original index, and the new index and margin
will result in an annual percentage rate that is
substantially similar to the rate in effect at the
time the original index becomes unavailable.

14. USE OF ACCOUNT. You promise to use your account
for consumer (personal, family or household) purposes,
unless the Credit Union gives you written permission to use
the account also for agricultural or commercial purposes, or
to purchase real estate.

15. MEMBERSHIP IN CREDIT UNION. You must be a
member of the Credit Union to obtain credit advances.

16. CONFLICTING INSTRUCTIONS. You agree not to
provide conflicting instructions to us regarding your Plan
(such as instructing us not to make credit advances to a joint
borrower).

17. PREPAYMENT. You may prepay all or part of what you
owe at any time without any prepayment penalty.

18. CANCELLATION BY YOU. You can cancel your right to
future credit advances under this Plan, by notifying us in
writing. If this is a joint account and one of you cancels
future credit advances under this Plan, the cancellation
will apply to both of you, unless the Credit Union gives written
notice to one of you that you may continue to obtain
advances. Despite cancellation, your obligations under this
Plan will remain in full force and effect until you have paid
us all amounts due.

19. TAX CONSEQUENCES. You should consult a tax
advisor regarding the deductibility of interest and charges
under this Plan.

20. STATEMENT AND NOTICES. On a regular basis the
Credit Union will send a statement showing all transactions
on your account during the period covered by the
statement. Statements and notices will be mailed or
delivered to you at the most recent address you have given
the Credit Union in writing. Notice to any one of you will be
notice to all.

21. TRANSFER OR ASSIGNMENT. You cannot assign your
rights and obligations under this Plan. In spite of any
divorce or agreement between joint borrowers, each is
responsible for this total amount owed under this Plan.
Subject to applicable law, we reserve the right to sell or
transfer this Plan to another lender, entity or person, and to
assign our rights under the security instrument.

22. UPDATING INFORMATION. You promise that you
will give us updated financial information and information
about matters affecting the title and value of the property
secure under this Plan. You agree that we may obtain credit
reports and appraisals at our option and expense for
any reason.

23. PROPERTY INSURANCE. You promise to insure the
property that secures this Plan, in the amount the Credit
Union requires, against fire and other hazards (including
flood insurance if the Credit Union requires it). You may
obtain property insurance from anyone you want that is
acceptable to the Credit Union and that is authorized to do
business in the state or is an eligible surplus lines insurer.
You must name us as the person to be paid on the
policy, in the event of a loss. If we request it, you must
deliver to us a copy of the policy and proof that the
premiums have been paid. We have the right to request
the insurer for reasonable cause. Subject to applicable law,
if you fail to obtain or maintain insurance as required, we
may purchase insurance to protect our own interest, and
the premium to your balance and/or pursue any other
remedies available to us.

24. VOLUNTARY PAYMENT PROTECTION. We may offer
voluntary payment protection to you. Voluntary payment
protection is not necessary to obtain credit. If you purchase
voluntary payment protection from us, you authorize us to
add the fees or insurance charges to your loan balance and
carry the interest on the entire balance. At
our option, we will change your payment or the period for
the loan to accommodate the fees or insurance charges.

25. NO WAIVER. The Credit Union can delay enforcing any
of its rights under this Plan without losing any of its rights.

26. CONTINUED EFFECTIVENESS. If the law makes any
term(s) of this Plan unenforceable, the other terms will
remain in effect.

27. DUE ON SALE. You promise to notify the Credit Union
immediately if you enter into an agreement to sell or
transfer ownership of all or any part of the property
secureing this account. If you sell or transfer ownership
without first obtaining the written consent of the Credit
Union, the Credit Union may exercise its rights described in
the security instrument, including the right to demand
immediate payment in full of all sums secured by the
security instrument.

28. THE FOLLOWING NOTICE IS REQUIRED BY
CALIFORNIA LAW: TRANSFER OF THE PROPERTY.
Subject to applicable law, the Lender shall have the right to
accelerate, that is, to demand immediate payment in full
of all sums secured by this Mortgage or Deed of Trust,
if the Borrower, without the written consent of Lender, sells or
transfers all or part of the property or any rights in the
property.

29. NOTICE TO GEORGIA BORROWERS. This is an
instrument under seal.

30. NOTICE TO UTAH BORROWERS. This written
agreement is a legal expression of the agreement between
Borrower and the Credit Union. This written agreement may not
be contradicted by evidence of any oral agreement.

31. THE FOLLOWING NOTICE IS REQUIRED BY NEW YORK
LAW: Default in the payment of this loan agreement may
result in the loss of the property securing the loan. Under
federal law, you may have the right to cancel this
agreement. If you have this right, the creditor is required to
provide you with a separate written note specifying the
circumstances and times under which you can exercise this
right.
BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your share account or share draft account, you can stop the payment of an amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn’t make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If your letter reached us before the expiration of the 30-day period, we must investigate your complaint within 90 days. If we need more time, we will tell you why, and give you an expected completion date.

SPECIAL RULE FOR CREDIT CARD PURCHASES. If you have a problem with the quality of any service that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and (b) The purchase price must have been more than $50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or service.
All HELOC’s are due the 1st of each month. Therefore, the maturity date is always the 1st of month prior to the month they are due; example: Due 6/1/2016, maturity 5/1/46

The Floor Rate must be entered manually; gather the info from the current HELOC Rate Sheet

Be sure to enter all fees related to the loan. The fees should match your Fee Disclosure
For HELOC's check the Open-End box

Be sure the correct boxes are checked
If they choose coverage, these boxes must be checked.
Check the open-end box for HELOC's

Date of closing

Notice of Right to Cancel

ESTABLISHING AN ACCOUNT The Lender has agreed to establish an open-end credit account for you, and you have agreed to give the Lender a (mortgage/deed of trust) (on/in) your home as security for the account. You have a legal right under federal and some state laws to cancel the account, without cost, within three business days after the latest of the following events:

1. the opening date of your account which is __________ or
2. the date you received your Truth in Lending disclosures; or
3. the date you received this notice of your right to cancel the account.

If you cancel the account, the (mortgage/deed of trust) (on/in) your home is also cancelled. Within 20 days of receiving your notice, the Lender must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property the Lender has given you until the credit union has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the Lender does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

INCREASING THE SECURITY You have agreed to increase the amount of the (mortgage/deed of trust) (on/in) your home that the Lender holds as security for your open-end credit account. You have a legal right under federal and some state laws to cancel the increase, without cost, within three business days after the latest of the following events:

1. the date the increase in the security which is __________ or
2. the date you received your Truth in Lending disclosures; or
3. the date you received this notice of your right to cancel the increase in the security.

If you cancel the increase in the security, your cancellation will apply only to the increase in the amount of the (mortgage/deed of trust). It will not affect the amount you presently owe on your account, and it will not affect the (mortgage/deed of trust) the Lender already has (on/in) your home. Within 20 calendar days after the Lender receives your notice of cancellation, the Lender must take the necessary steps to reflect the fact that any increase in the (mortgage/deed of trust) (on/in) your home has been cancelled. The Lender must also return to you any money or property you have given the Lender or to anyone else in connection with this increase.

You may keep any money or property the Lender has given you until the Lender has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the Lender does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

INCREASING THE CREDIT LIMIT The Lender has agreed to increase the credit limit on your open-end credit account. The Lender has a (mortgage/deed of trust) (on/in) your home as security for your account. Increasing the credit limit will increase the amount of the (mortgage/deed of trust) (on/in) your home. You have a legal right under federal and some state laws to cancel the increase in your credit limit, without cost, within three business days after the latest of the following events:

1. the date the increase in your credit limit which is __________ or
2. the date you received your Truth in Lending disclosures; or
3. the date you received this notice of your right to cancel the increase in your credit limit.

If you cancel, your cancellation will apply only to the increase in your credit limit and to the (mortgage/deed of trust) that resulted from the increase in your credit limit. It will not affect the amount you presently owe, and it will not affect the (mortgage/deed of trust) the Lender already has (on/in) your home. Within 20 calendar days after the Lender receives your notice of cancellation, the Lender must take the necessary steps to reflect the fact that any increase in the (mortgage/deed of trust) (on/in) your home has been cancelled. The Lender must also return to you any money or property you have given to the Lender or to anyone else in connection with this increase.

You may keep any money or property the Lender has given you until the Lender does the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If the Lender does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.
NOTICE OF YOUR RIGHT TO CANCEL - Closed End

1. **GENERAL RIGHT TO CANCEL**
   You are entering into a transaction that will result in a mortgage/deed of trust on your home.
   You have a legal right under federal and some state laws to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:
   1. the date of the transaction which is __________; or
   2. the date you received your Truth in Lending disclosures; or
   3. the date you received this notice of your right to cancel.

   If you cancel the transaction, the mortgage/deed of trust is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/deed of trust on your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

   You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

2. **REFINANCING RIGHT TO CANCEL (REFINANCING WITH ORIGINAL CREDITOR)**
   You are entering into a new transaction to increase the amount of credit provided to you. Your home is the security for this new transaction. You have a legal right under federal and some state laws to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:
   1. the date of this new transaction which is __________; or
   2. the date you received your new Truth in Lending disclosures; or
   3. the date you receive this notice of your right to cancel.

   If you cancel this new transaction, it will not affect any amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction, we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

   You may keep any money we have given you in this new transaction until we have done the things mentioned above, but you must then offer to return that money at the address below. If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel the account/transaction designated above, you may do so by notifying the credit union in writing at:

**CECU Community Credit Union**, 1030 Craft Road, Ithaca, New York 14850

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by signing and dating below. Keep one copy of this notice no matter how you notify the credit union because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight (of date) __________ (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

[X] Borrower/Owner of Property

ACKNOWLEDGMENT OF RECEIPT

You have received a copy of this Notice of Right to Cancel and one copy of the Truth in Lending Disclosures from the credit union and have read and understand them. If this transaction is to increase the amount of the mortgage/deed of trust on your home or to increase your credit limit, you acknowledge that you received the Truth in Lending Disclosures at the time the original account was established.

You know of no individual(s) not signing this statement who also lives in your home as their principal residence and has any kind of an ownership interest in that property.

[X] Borrower/Owner of Property

STATEMENT OF NONCANCELLATION (Optional Section)

This section is optional:

If you decide NOT to cancel your account/transaction at the end of the three-day period described in the above Notice, please read, sign and date the following Statement. Please return this statement to the credit union at the address in the above Notice.

Statement of Noncancellation -- You have chosen not to cancel the account/transaction referenced in the above Notice. You understand that the credit union will allow you to receive funds in reliance on this statement.

You know of no individual(s) not signing this statement who also lives in your home as their principal residence and has any kind of ownership interest in that property.

[X] Borrower/Owner of Property

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We always do a final Fee Disclosure in case any of the fees have changed. Maybe the schedule A is 2 pages, which would change the recording fees.

Home Equity Fee Disclosure Statement

<table>
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<th>Amount</th>
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<td>Abstract of Title Fee</td>
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<tr>
<td>Appraisal Fee</td>
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<tr>
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<td>Mortgage Tax</td>
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<tr>
<td>UCC Fee</td>
<td></td>
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<tr>
<td>Tax Service Fee</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

You, the Borrower, understand that CFCU is incurring the charges set forth above in making this loan. You will have an obligation to reimburse CFCU Community Credit Union for these costs if you exercise your right to terminate this agreement within three (3) years of the effective date of this agreement. By signing this Fee Disclosure Statement, you hereby agree to reimburse CFCU Community Credit Union, upon demand, for these charges, if you exercise your right to terminate this agreement within three (3) years of the effective date of this agreement. **It is further agreed, that the amount reimbursed will be the 'Total' as shown above, and will not be pro-rated, adjusted or waived.** A repayment in full of the mortgage loan which is the subject of this agreement shall constitute your exercise of your right to terminate this agreement. If you do not exercise your right to terminate this agreement within three (3) years of the effective date of this agreement, then CFCU Community Credit Union waives its right to require reimbursement of these charges and you will no longer have an obligation to pay the "Charges Incurred by CFCU in this Transaction" to CFCU Community Credit Union.

Borrowers Signature: ___________________________ Date ________________

Print Name: ___________________________ 

Borrowers Signature: ___________________________ Date ________________

Print Name: ___________________________
CHECKS RECEIPT

I have received my Home Equity Line of Credit checks. I understand that funds will not be available to clear these checks until after my three day Right of Rescission is reached.

[Signature]
Borrower

[Date]

I do not wish to receive checks for this line of credit at this time.

[Signature]
Borrower

[Date]

Be sure borrower signs even if they do not want checks
Loan Payment Election Form

I, ____________________________________________________________, understand that my new loan on account #__________ Sub #__________ with CFCU Community Credit Union is due on __________. and the monthly payment is $__________.

☐ Monthly beginning __________ @ $ __________
☐ Semi-Monthly beginning __________ @ $ __________
☐ Bi-weekly beginning __________ @ $ __________
☐ Weekly beginning __________ @ $ __________

Notes:

☐ I agree to pay my loan with CFCU Community Credit Union with payroll allocation or automatic payment deduction from my account #__________ with CFCU Community Credit Union. I want my deduction to come out of my ☐Savings sub ______ or ☐Checking sub ______.

OR

☐ I understand I will not be issued a coupon book and I intend on making my payments at any CFCU Branch location or mailing the payment to: 1030 Craft Rd, Ithaca, NY 14850 or via CFCU Internet banking.

Signature ___________________________ Date: __________

Internal Use Only:

Processed By: ___________________________ Click Here to Sign

Notes: ___________________________
NOTE: When setting up a HELOC for auto pay, use code STCC. When you enter the amount, use 0.00P. This will adjust the payment (rounded up) to pull the 1% of the outstanding balance.
We do not have a short form mortgage for HELOC’s.
Only this 10 pg. is used for all counties.
called the Credit Agreement. Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs, which may be owing from time to time under the Credit Agreement) shall not exceed.

1. That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 30 years from the date of the Mortgage.

E) "Property." The Property that is described below in the section titled "Description of the Property" will be called the "Property."

Complete if applicable:
The Property is part of a condominium project known as:

The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
The Property is in a Planned Unit Development known as:

which was created by a document called

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY—You mortgage, grant and convey the Property to Lender subject to the terms of this Mortgage. This means that you will be fully responsible for any losses which Lender suffers because, as a result of something you have done, someone other than yourself has some of the rights in the Property which you promise you have. You are giving Lender these rights to protect Lender from possible losses that might result if you do not:

(A) Pay all the amounts that you owe Lender as provided in the Credit Agreement;
(B) Pay any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's rights in the Property and finance charges on those amounts; and
(C) Keep all of your promises and agreements under this Mortgage.

With respect to the amount that you owe under the Credit Agreement and under this Mortgage, you waive the benefit of the right which is known as the "homestead exemption." A homestead exemption is a property owner's right to keep a portion of his property (usually up to a certain dollar amount) free from the claims of creditors. Your waiver of this right means that the Lender may exercise all of its rights under this Mortgage as if you were not entitled, under law, to the benefits of a homestead exemption.

DESCRIPTION OF THE PROPERTY—You give Lender rights in the Property described in (A) through (F) below:

(A) The Property which is located at:

{Street}  New York
{City}
{Zip Code}  ENY94D-e

Page 2
Enter the county of property here

This Property is in ______________ County in the State of New York.

It has the following legal description:

SEE ATTACHED SCHEDULE A

(B) All buildings and other improvements that are located on the Property described in Paragraph (A) of this section.
(C) All rights in other property that you have as owner of the Property described in Paragraph (A) of this section. These rights are known as “easements, rights and appurtenances attached to the Property.”
(D) All rights that you have in the land which lies in the streets or roads in front of, or next to, the Property described in Paragraph (A) of this section.
(E) All fixtures now on the Property described in Paragraphs (A) and (B) of this section, and all replacements and additions to those fixtures to the extent that applicable law permits.
(F) All of the Property and rights described in Paragraphs (B) through (E) of this section that you acquire in the future.

It may be that you do not own the Property but are a tenant under a lease. In that case, the rights you are giving to Lender by the Mortgage are rights in your tenancy.

BORROWER’S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER’S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY—You promise that: (A) you lawfully own the Property; (B) you have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property other than claims and charges of record.

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

You promise and you agree with Lender as follows:

1. BORROWER’S PROMISE TO PAY PRINCIPAL AND FINANCE CHARGES AND TO FULFILL OTHER PAYMENT OBLIGATIONS — You will promptly pay to Lender when due all amounts which you borrow, and all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. AGREEMENTS ABOUT MONTHLY PAYMENTS FOR TAXES AND INSURANCE — Borrower’s Obligation to Make Monthly Payments to Lender for Taxes and Insurance — Subject to applicable law, Lender, at Lender’s option, may require
REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any superior mortgage or deed of trust to notify Lender in writing at Lender’s address on page 1 of this Mortgage if the Borrower is required to make “Immediate Payment in Full” and if there is “foreclosure and sale” under that superior mortgage or deed of trust.

By signing this Mortgage, I agree to all of the above.

X
(Seal)
Borrower

X
(Seal)
Borrower

X
(Seal)
Borrower

X
Borrower

State of New York)
County of ___________________________ ) ss.

On the __________________________ day of ________, in the year ________, before me, the undersigned, personally appeared ____________________________________________________________

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature: __________________________

Office of individual taking acknowledgment

Tax Map Information: __________________________

Be sure to notarize borrower(s) signatures
If the property does have an oil, gas or mineral lease, the borrower must sign this doc stating they will not grant permission or accept any payment to extend the lease agreement.

BORROWER/MORTGAGOR STATEMENT REGARDING OIL, GAS, AND/OR MINERAL RIGHTS LEASES ("STATEMENT")

I understand that CFCU Community Credit Union (together with its successors and/or assigns collectively hereinafter referred to as “CFCU”) does not generally grant loans secured by real property encumbered by an oil/gas/mineral rights lease. My property at (the “Premises”) is or may be currently encumbered by an oil, gas and/or mineral rights lease. Therefore, in order to induce CFCU to accept the promissory note/credit agreement dated , Loan No. secured by mortgage/security agreement against the Premises, and knowing CFCU is relying on the statements I make herein, I hereby make the following assurances:

1) I agree to not grant permission to the lessee of the existing lease to conduct any surface operations without the express written permission of CFCU at any time while the mortgage/security agreement I am giving to CFCU remains a valid lien against the Premises; and

2) I agree to not sign any subsequent oil/gas/mineral leases, and to accept any payments or take any other action that would extend the existing lease beyond its initial term, without the prior express written permission of CFCU, at any time while the mortgage/security agreement I am giving to CFCU remains a valid lien against the Premises.

I understand that the promissory note/credit agreement and/or the mortgage/security instrument I am signing states that if I transfer or sell all or any part of the Premises, or any right in the Premises, without CFCU’s written permission, CFCU or its successors and assigns may require immediate payment in full of all sums secured by said mortgage/security instrument. I also understand that if I execute or extend an oil, gas or mineral rights lease without the prior written permission of CFCU, CFCU may consider such an act a transfer of a right in the Premises which would trigger CFCU’s right to require immediate payment in full of all sums secured by the mortgage/security instrument.

By signing below, I promise to adhere to the assurances contained in this Statement.

_________________________________________   ________________________
Date                                             Date

_________________________________________   ________________________
Date                                             Date
STATE OF NEW YORK

COUNTY OF________________________) SS:

I, ________________________________, being duly sworn, depose and say that I am the ____________________________ for CFCU Community Credit Union, a New York State Chartered Credit Union and the Mortgagee of the hereinafter described mortgage, and as such, I am familiar with the facts set forth herein.

That a certain mortgage made by CFCU Community Credit Union (the "Mortgagee"), which mortgage is dated ____________, is being recorded simultaneously herewith in the office of the Clerk of the County of ________________.

That the Mortgagee named above is a Credit Union as defined by Section 2 of the Banking Law and the mortgaged premises consists of real property improved by a structure containing six residential dwelling units or less each with separate cooking facilities; and

That pursuant to Section 253-1-a of the Tax Law, the mortgage submitted herewith for recording is exempt from the special additional mortgage tax.

Therefore, deponent respectfully requests that the mortgage herewith tendered for recording be declared exempt from the additional mortgage tax.

__________________________
Notary Public, State of New York

Sworn to before me this __________day of __________________, 20__
If you are paying off an existing CFCU HELOC, borrowers must sign to close their existing line.

Date: ________________

To: CFCU Community Credit Union

Please accept my authorization to transfer any balance on my existing Home Equity Line to my new Home Equity Line of Credit. Please close the old line as well.

Old HELOC Account Number: ___________________________ (to be closed)

New HELOC Account Number: ___________________________

Thank you for your prompt attention to this matter.

Sincerely,

____________________________
Borrower’s Signature
SECTION

11
How to Issue HELOC Checks

In Lending Navigator, select the account and application that HELOC checks will be issued for.

Then click on Laser Forms.
This screen will appear, click **Print**

Be sure the correct borrower name appears; Click **LaserChex**
This screen will appear. Be sure to change the top box from Starter Checks to **Heloc checks**. Also add co borrower if needed. In the loan draft box enter 5400 > account # > suffix 90

The Check start number of 1001, and the number of checks that the borrower has stated they will need. Remember, this loan feature allows the borrowers to go online to transfer funds, so many borrowers may not want checks.

On the same screen, at top right, click **Process LaserChex**

This is where you can proof the checks before you print. Be sure to choose the correct printer for HELOC checks. For instance, Craft Road uses CRTCHK01
Once the HELOC has closed and disbursed, go to Loan Manager, and enter the borrowers account number and the HELOC suffix, 90, 91, 92 and load. Click on the Loan Draft icon, at top enter 5400 > member’s account # > suffix. Then hit save.
SECTION

12
When Escrow is required (Fixed Rate only)

For ‘higher-priced’ mortgages, where our offered rate exceeds the Average Prime Offer Rate (APOR) by 1.5 or more on 1st lien position or exceeds our rate by 3.50 on a subordinate lien position, Escrow is required

If the debt ratio is over 43%, Escrow will be required

If the APOR exceeds our quoted rate, Escrow is required

If 1st lien property is located in a Flood Zone, Escrow is required

1. Escrow means all Taxes and Insurance are required by law (there is no waiver)

2. We must collect all of last year’s Tax and Insurance bills

3. A savings sub SE -99 will need to be opened on Teller Navigator

4. A calculation and disclosure is required to determine the amount of the monthly payment and initial escrow deposit to SE 99 that is required

5. Set up the payee information for all Taxes and Insurance in Lending Navigator under Home Loan Icon on the Escrow Tab at the top

6. You will need to complete all fields – use the drop downs if you can and click file to save

7. You can modify or add payees from the Loan Manager side also under Mortgages/Escrow/Escrow Payee Tab

8. Complete your Home Equity disclosures to include escrow where required
**INITIAL ESCROW ACCOUNT DISCLOSURE**

**DATE:** 8-Jan-15  
**LOAN NUMBER:**

**SERVICER'S NAME AND ADDRESS:**
CFCU COMMUNITY CREDIT UNION  
1030 CRAFT ROAD  
ITHACA, NY 14850-1016

**BORROWERS:**

**PROPERTY ADDRESS:**
38 Besemer Lane  
Ithaca NY 14850

**MAILING ADDRESS:**
Same

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<th>MONTH (OR PERIOD)</th>
<th>PAYMENTS TO ESCROW ACCOUNT</th>
<th>PAYMENTS FROM ESCROW ACCOUNT</th>
<th>DESCRIPTION</th>
<th>ESCROW ACCOUNT BALANCE</th>
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<td>$679.81</td>
<td>$0.00</td>
<td></td>
<td>$6,272.05</td>
</tr>
<tr>
<td>Oct-15</td>
<td>$679.81</td>
<td>$4,447.60</td>
<td>School Tax</td>
<td>$2,504.26</td>
</tr>
<tr>
<td>Nov-15</td>
<td>$679.81</td>
<td>$0.00</td>
<td></td>
<td>$3,184.07</td>
</tr>
<tr>
<td>Dec-15</td>
<td>$679.81</td>
<td>$0.00</td>
<td></td>
<td>$3,863.88</td>
</tr>
<tr>
<td>Jan-16</td>
<td>$679.81</td>
<td>$3,184.07</td>
<td>Property Tax</td>
<td>$1,359.62</td>
</tr>
</tbody>
</table>

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

**CUSHION SELECTED BY SERVICER: $1,359.62**

_X_ YOUR MONTHLY MORTGAGE PAYMENT FOR THE COMING YEAR WILL BE $1,576.41 OF WHICH $896.60 WILL BE FOR PRINCIPAL AND INTEREST AND $679.81 WILL BE FOR TAXES AND/OR INSURANCE.

___ YOUR FIRST MORTGAGE PAYMENT FOR THE COMING YEAR WILL BE $1,576.41 OF WHICH $896.60 WILL BE PRINCIPAL AND INTEREST AND $679.81 WILL GO INTO YOUR ESCROW ACCOUNT. THE TERMS OF YOUR LOAN MAY RESULT IN CHANGES TO THE MONTHLY PRINCIPAL AND INTEREST PAYMENTS DURING THE YEAR.

Signature and date________________________________________________________
Escrow will be required on our fixed rate home equities if:

We approve a higher priced home equity where the rate that we offer (APR) exceeds the Average Prime Offered Rate (APOR). You will need to determine if there is a first lien position that already has an escrow account established. If not, continue with requiring escrow.

We are in first lien position and the property is in a Flood Zone.

When Escrow is required you will need the Initial Escrow Disclosure, copies of most recent paid tax bills and a homeowner’s insurance declaration page showing the annual premium amount.

Once all tax and insurance bills are collected, add up the annual payments for each bill and divide the total by twelve. This is the amount you will need to collect monthly for the escrow portion. (Sample shown is $305.90)

<table>
<thead>
<tr>
<th>MONTH (OR PERIOD)</th>
<th>PAYMENTS TO ESCROW ACCOUNT</th>
<th>PAYMENTS FROM ESCROW ACCOUNT</th>
<th>DESCRIPTION</th>
<th>ESCROW ACCOUNT BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INITIAL DEPOSIT</td>
<td></td>
<td></td>
<td></td>
<td>$914.21</td>
</tr>
<tr>
<td>Mar.-14</td>
<td>$305.90</td>
<td>$0.00</td>
<td></td>
<td>$1,220.11</td>
</tr>
<tr>
<td>Apr.-14</td>
<td>$305.90</td>
<td>$0.00</td>
<td></td>
<td>$1,526.01</td>
</tr>
<tr>
<td>May.-14</td>
<td>$305.90</td>
<td>$427.00</td>
<td>Insurance</td>
<td>$1,404.91</td>
</tr>
<tr>
<td>Jun.-14</td>
<td>$205.90</td>
<td>$0.00</td>
<td></td>
<td>$1,710.81</td>
</tr>
<tr>
<td>Jul.-14</td>
<td>$305.90</td>
<td>$0.00</td>
<td></td>
<td>$2,020.31</td>
</tr>
<tr>
<td>Aug.-14</td>
<td>$305.90</td>
<td>$0.00</td>
<td></td>
<td>$2,326.21</td>
</tr>
<tr>
<td>Sep.-14</td>
<td>$305.90</td>
<td>$0.00</td>
<td></td>
<td>$2,632.11</td>
</tr>
<tr>
<td>Oct.-14</td>
<td>$305.90</td>
<td>$1,340.32</td>
<td>School</td>
<td>$1,397.69</td>
</tr>
<tr>
<td>Nov.-14</td>
<td>$305.90</td>
<td>$0.00</td>
<td></td>
<td>$1,703.59</td>
</tr>
<tr>
<td>Dec.-14</td>
<td>$305.90</td>
<td>$0.00</td>
<td></td>
<td>$2,009.49</td>
</tr>
<tr>
<td>Jan.-15</td>
<td>$305.90</td>
<td>$1,703.59</td>
<td>Town and County</td>
<td>$611.80</td>
</tr>
<tr>
<td>Feb.-15</td>
<td>$205.90</td>
<td>$0.00</td>
<td></td>
<td>$917.70</td>
</tr>
</tbody>
</table>

At top, enter the date of closing, the member’s account number, borrower’s name and property

<table>
<thead>
<tr>
<th>DATE:</th>
<th>INITIAL ESCROW ACCOUNT DISCLOSURE</th>
<th>LOAN NUMBER:</th>
<th>BORROWERS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-Feb-14</td>
<td></td>
<td>xco648</td>
<td>John Doe</td>
</tr>
</tbody>
</table>

**SERVICER’S NAME AND ADDRESS:**
CFCU COMMUNITY CREDIT UNION
1030 CRAFT ROAD
ITHACA, NY 14850-1016

**PROPERTY ADDRESS:**
123 Anywhere Street

**MAILING ADDRESS:**
Ithaca, NY 14850
In the first column, Month (or Period) start with the month that their first payment is due and continue on with the next twelve months.

Second column is the monthly payment just for the escrow payments, not including principal and interest.

Third column is where you place the annual bill or insurance payment in the month that the payment is due. Our sample shows the school bill due in October with the annual amount of $1540.32. Enter all expenditures in the month they are due with the amounts of the bills.

As you enter these amounts, notice the last column, Escrow Account Balance, amounts will change.

Find the lowest amount in the last column. The sample we’ll use is -302.41. Take that amount, enter it as positive $302.41, then add 2 months of escrow payments of $305.90 (this is considered the 2 month cushion). $302.41, plus $611.80 equals $914.21. This is the amount to collect from the member for their initial escrow deposit. Enter that figure in the last column.

Fill in the two-month cushion amount, 305.90 x 2 = 611.80 in the line that says CUSHION SELECTED BY SERVICER.

Fill in the monthly mortgage payment, which is the Principal and Interest and also fill in the monthly tax and insurance payment.

Be sure the borrower(s) sign. Provide them with a copy and keep the original with the file.
In Lending Navigator, under the Loan Information Tab, choose Home Loan Icon, then Escrow Tab at top.

Enter a 1 in the Escrow Payment Number box. In the Escrow Type, use drop down to choose the type you are setting up. In the Payee Number, choose the payee that you want to pay. In the Next Due box, enter the date the bill will be due. Divide that annual amount of that bill by 12 and enter that figure in the Escrow Amount per Loan Payment box. Enter the annual amount of the bill in the Escrow Periodic Expense Amount box. In the Escrow Payout Frequency box, choose annual. Click the file button, which will move your data up to the Escrow List area.

Repeat these steps until all escrowed expenditures are entered.

At closing you will need to collect the initial deposit amount from the borrower. The deposit is to be placed in their account with share sub 99 to be opened and designated strictly for escrow. Place a permanent freeze on sub 99. Only servicing is allowed access to these funds for tax and insurance payments.

All tax and insurance bills must be sent to Loan Servicing to issue payments.
SECTION

13
HMDA

THE HOME MORTGAGE DISCLOSURE ACT

HMDA of the Home Mortgage Disclosure Act was enacted by Congress in 1975 and is implemented through the Federal Reserve Board’s Regulation C (12 CFR Part 203).

CFCU was not required to report the HMDA information until 2004 because we were not classified as a Metropolitan Statistical Area before then. Population determines the MSA classification.

The purpose of HMDA is to assist regulatory agencies and community groups in determining whether financial institutions are serving the housing credit needs of their communities, preventing redlining. It is also used to assist regulatory agencies to identify possible discriminatory lending patterns in the enforcement of antidiscrimination statutes. The information helps public officials in distributing public sector investment to areas where they are needed. It tracks subprime and predatory lending.

WHAT NEEDS TO BE REPORTED?

All applications, pre-approval, denials or withdrawn for the purpose of purchasing a home, home improvements and refinances must be reported, if secured by alien on a dwelling.

Home Improvement loans must be reported if they are secured by a lien on a dwelling and that the purpose is for, in whole or in part, for repairs, rehabilitating, remodeling or improving a dwelling or the real property on which it is located. Home improvement loans for things such as swimming pools, garage or landscaping are reportable loans.

Refinanced loans must be reported if the new obligation satisfies and replaces an existing obligation where both loans secured by a lien on a dwelling.

The definition of a ‘dwelling’ is, any residential structure (whether or not it is attached to real property) located in any US state, the District of Columbia or Puerto Rico.

Dwelling includes an individual condominium unit, cooperative unit or mobile or manufactured home. It is also not limited to the principal residence of the applicant or borrower and includes vacation or second homes and rental properties. A dwelling also includes multi-family structures such as apartment buildings. Exclusions are recreational vehicles such as boats and campers.
WHAT LOANS ARE NOT REPORTABLE?

Home Equity Lines of Credit (HELOC)
Mortgages for purposes other than home improvement, home purchase and refinancing.
Land Loans, Construction loans debt consolidation, purchase a vehicle, education and commercial loans are not reportable.

We must have the purpose for all home equity loans to determine whether or not they are to be reported.

WHAT INFORMATION NEEDS TO BE COLLECTED AND REPORTED?

We must collect and report the following from all applicants; ethnicity, race and sex. (see DATA COLLECTION FORM in the Doc Set)
If you are conducting a face-to-face interview you must explain to the applicant(s) that if they do not wish to furnish the information you will have to check to boxes based on visual observation.
For applications taken over the phone you must read the following to the member before requesting the information: ‘The following information is requested by the federal government for certain types of loans related to a dwelling in order to monitor the lenders 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. You may select one or more designations for race. The law provides that a lender may not discriminate on the basis of this information or on whether you choose to furnish it.’

If the application is received by mail or over the Internet, do not enter the information unless you have the opportunity to meet with the people face-to-face.

You must indicate on the application how received; mail, phone or internet.
The ‘HOW TO’ of HMDA Forms


This is the Geo coding Web site. Enter the property address of your borrower and click Search.

Print the form that displays. The demographic numbers will need to be entered in the HMDA form on Lending Navigator.

http://www.ffiec.gov/ratespread/default.aspx

This is the Rate Spread Calculator Website. Enter the date of application, rate, term of loan and the lien status of either first lien or junior lien. Submit. An N/A should appear at the bottom of the page. Print this page.

HOEPA Mortgage Worksheet: Enter Borrower’s Name and Loan Number
First two questions are YES. The next three questions are No.
Section A, enter the rate you have quoted the member
Section B; enter the rate you obtained from your Treasury Security Yield.
Section C, Add 8 to the Section B rate IF this is a First Lien Loan or add 10 if this is a Junior Loan.
Section D, answer is typically No.
Section 1; enter zero for ‘no closing cost’ loans.

Pg. 2
Sub-Total  Item 2, item 3, 3a and 4 are all zero.
Step 2 Amount Financed; enter your loan amount and enter again in the Equals Total Loan Amount Section. Multiply your loan amount by 8% and enter that figure in Step 3, section A. The Annual Adjustment Amount, which is provided annually by our Servicing Department, is subtracted from the 8% figure.
Answer C and in D section enter zero. The final question check NO.

www.federalreserve.gov/RELEASES/h1/UPDATE

Go to this web site to retrieve the Treasury Security Yield:

Click on the ‘Release Dates’. Choose the month prior to your application date and find the 15th of that month. If the 15th falls on a Saturday, go to the prior Friday. Print that screen. Under Treasury constant maturities, find the term that is closest to your loan term, without going over.

For instance: If your loan is a 6 year term, use the 5 year maturity. Enter that rate on your HOEPA Mortgage Worksheet in section B

COMPLETE THE HMDA FORM (even if an individual loan, the co-borrower sections must have data entered)
The HMDA form in Lending Navigator, under the Loan Information Tab, will need to be completed on any Home Equity purpose of purchasing a home, home improvements and refinances of any Real Estate loan. Once all information has been entered, save and print this form on Loan Manager.
This form is required to determine if there is a rate spread.

This is needed to gather the pertinent information to enter in Lending Navigator.

https://geomap.ffcie.gov/FFIECGeocMap/GeocodeMap1.aspx
<table>
<thead>
<tr>
<th>COVERAGE</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the loan a consumer loan subject to Regulation Z (12 CFR Part 226)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Is the loan secured by the consumer’s principal dwelling?</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>If the answer is no to either of these questions, stop here. Loan is not subject to HOEPA.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the loan for the following purpose?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Residential Mortgage Transaction - 226.2(24)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Reverse Mortgage Transaction - 226.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Open-End Credit Plan - Subpart B</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**If the answer is yes to any of these items, stop here (loan is not covered). If no, continue to Test 1.**

### TEST 1 - CALCULATION OF APR

#### A. Disclosed APR

#### B. Treasury Security Yield of Comparable Maturity

*(Obtain the Treasury Constant Maturities Yield from the Federal Reserve Board’s Statistical Release, H.15 – Selected Interest Rates. Use the yield that has a comparable maturity nearest to the loan term and that is from the 15th day of the month that immediately precedes the month the application was received. If the 15th is not a business day, use the yield for the business day immediately preceding the 15th. If the loan term is exactly halfway between two published security maturities, use the security maturity with the lower yield.)*

Website: http://www.federalreserve.gov/Releases/H15/update

#### C. Treasury Security Yield of Comparable Maturity (Box B) plus 8 percentage points for first-lien loan; 10 percentage points for subordinate-lien loan.

#### D. Is Box A greater than Box C?

*If yes, the transaction is a HOEPA mortgage. If no, continue to Test 2.*

### TEST 2 - CALCULATION OF POINTS AND FEES

**STEP 1: Identify all charges payable by the consumer at or before loan closing.**

1. Finance Charges – 226.4(b) (Do not include interest or time-price differential)

<table>
<thead>
<tr>
<th>Fee</th>
<th>Sub-Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Points</td>
<td></td>
</tr>
<tr>
<td>Loan Service Fees</td>
<td></td>
</tr>
<tr>
<td>Other Fees</td>
<td></td>
</tr>
<tr>
<td>Required Credit Insurance</td>
<td></td>
</tr>
<tr>
<td>Private Mortgage Insurance</td>
<td></td>
</tr>
<tr>
<td>Life of Loan Charges (e.g., flood or tax monitoring)</td>
<td></td>
</tr>
<tr>
<td>Escrow Charges (other than taxes or insurance)</td>
<td></td>
</tr>
<tr>
<td>Any Other Fees Considered Finance Charges</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total Item 1</strong></td>
<td></td>
</tr>
<tr>
<td>Fee</td>
<td>Sub-Totals</td>
</tr>
<tr>
<td>-----</td>
<td>------------</td>
</tr>
<tr>
<td>Title Examination</td>
<td></td>
</tr>
<tr>
<td>Title Insurance</td>
<td></td>
</tr>
<tr>
<td>Property Survey</td>
<td></td>
</tr>
<tr>
<td>Document Preparation Charge</td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
</tr>
<tr>
<td>Appraisal</td>
<td></td>
</tr>
<tr>
<td>Initial Flood Hazard Determination Fee</td>
<td></td>
</tr>
<tr>
<td>Pest Inspection</td>
<td></td>
</tr>
<tr>
<td>Courier Fees</td>
<td></td>
</tr>
<tr>
<td>Other Fees Not Considered Finance Charges</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total Item 2</strong></td>
<td></td>
</tr>
</tbody>
</table>

3. Compensation Paid to Mortgage Brokers by Consumers (whether or not disclosed as FC)

<table>
<thead>
<tr>
<th>Broker Fee</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3a. Optional Credit Insurance or Debt Cancellation Premiums or Charges</td>
<td></td>
</tr>
<tr>
<td>Points and fees include premiums or charges for optional credit insurance or debt cancellation coverage.</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total Items 3 and 3a</strong></td>
<td></td>
</tr>
</tbody>
</table>

4. Total Points & Fees

Grand Total: Add sub-totals of Items 1, 2, 3 and 3a to determine total points & fees.

**Step 2: Determine the "Total Loan Amount" for Use Under Section 226.32(a)(1)(II)**

| Amount Financed (as calculated under 226.18(b)) |            |
| Less Non-Finance Charges (From Step 1, Items 2 and 3a) that are financed by the creditor |            |
| **Equals Total Loan Amount** |            |

**Step 3: Perform Points and Fees Calculation**

A. Eight Percent of the Total Loan Amount (Answer from Step 2 above)

B. Annual Adjustment Amount - 226.32(a)(1)(II)
   - $1017, for 2016

C. Enter the greater of Box A or Box B

D. Total Points & Fees (Grand Total from Step 1, Item 4)

Does Box D exceed Box C? 

If yes, the transaction is a HOEPA mortgage.