

# R&G FINANCIAL SERVICES INC. DISCLOSURES

## ***INTEREST RATE***

The borrower acknowledges that the interest rate quoted in this application is for illustration purposes only. The interest rate will be locked on most loan programs upon submission to the lender/investor. Broker will provide specific lock-in information upon request. Only written lock-in commitments will be valid and broker does not make representations regarding the lock-in of loans except those made expressly in writing to the borrower.

Borrower acknowledges that broker may be receiving a Yield Premium Spread "YSP" (rebate) in connection with the loan application. The rate you are receiving on the loan has an effect on this yield spread premium. You have a right to either incur a higher interest rate or to pay additional percentage/points to the broker in exchange for a lower interest rate and the elimination of this yield spread premium if you so desire.

Borrower acknowledges that many loan programs have a pre-payment penalty and that the loan documents will reflect these provisions if applicable.

## ***APPRAISAL***

<u>Applicant</u>	<u>Date</u>	<u>Co-Applicant</u>	<u>Date</u>
Property Address _____			
_____			

You have a right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address we have provided below. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or if you withdraw your application.

Company: R&G Financial Services Inc.  
Address: 7100 Hayvenhurst, Suite 322  
Van Nuys, CA 91406  
Phone: (805) 579-1104

In your letter please provide the following information: your name, mailing address, property address and loan/application number. Unless otherwise prohibited, Federal law allows us to charge fees for photocopy and postage expenses incurred in providing copies of the appraisal to you.

## ***DISCLAIMER***

I/we the undersigned loan applicants(s) do hereby expressly acknowledge that:

1. Acceptance by R&G Financial Services Inc. of a completed loan application package, the completion of any loan application, does not constitute an agreement to grant the loan nor is it a loan commitment.
2. Loan agents or representatives of R&G Financial Services Inc. have no authority to grant or deny loan(s) and any opinions expressed by them do not bind R&G Financial Services Inc.
3. I/we will not, prior to the granting of the loan by bank underwriter, incur any obligation or sustain any liability based on the assumption R&G Financial Services Inc. approves and grants the loan.
4. If the application is for a conventional loan, or non-conventional loan the interest rate and caps on AML's (adjustable loans) and points quoted are only an estimate and may change due to economic conditions at the time of loan closing.
5. I/we will, at all times, keep R&G Financial Services Inc. fully informed of any significant change in financial, credit or employment status issues.
6. The application submitted with this loan request contains all the information necessary for R&G Financial Services Inc. to process my loan request. Furthermore, this is my authorization for R&G Financial Services Inc. to reproduce and forward a copy to any credit reporting service used by R&G Financial Services Inc. to obtain a proper credit report.
7. I/we further agree to pay for any charges incurred by R&G Financial Services Inc. on my behalf (including but not limited to the fees for the appraisal & credit report) regardless of the disposition or outcome of this loan application.
8. I/we (borrower(s)) agree & understand that broker/agent(s) does not make verbal representations regarding any cost(s) or fee(s) of loans except those made expressly in writing to the borrower. Only written & signed commitments regarding any cost(s) or fee(s) will be valid in any case. A GFE will be given to client as an estimate of anticipated costs for loan.

**DO NOT SIGN THIS NOTICE UNTIL YOU HAVE READ AND FULLY UNDERSTAND ITS' CONTENTS.**

**I the undersigned understand and agree to abide by the above specified items.**

<u>Applicant</u>	<u>Date</u>	<u>Co-Applicant</u>	<u>Date</u>
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## ***EQUAL CREDIT OPPORTUNITY ACT***

You are hereby provided the following "Equal Credit Opportunity Act" notice under Section 202.4 (D) 12 CFR.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex, marital status, race, color, religion, national origins, age (provided the applicant has the capacity to contract), receipt of income from a public assistance program, and the good faith exercise of rights under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law is:

THE OFFICE OF THRIFT SUPERVISION  
REGIONAL DIRECTOR  
600 CALIFORNIA ST.  
SAN FRANCISCO, CA 94108

## ***FAIR CREDIT REPORTING ACT***

R&G Financial Services Inc. as part of processing your loan application for a real estate loan, may request a consumer report bearing on your credit worthiness, credit standing and credit capacity. The notice is given pursuant to the Fair Credit Reporting Act of 1970, Section 601 to 622 inclusive. You are entitled to such information within 60 days of written demand therefore made to the Credit Reporting Agency pursuant to Section 606 (b) of the Fair Credit Reporting Act.

## ***RIGHT TO FINANCIAL PRIVACY ACT***

Right to Financial Privacy Act of 978: Information requested by R&G Financial Services Inc. in order to determine whether you qualify as a mortgagor is voluntary but no loan may be approved unless a completed application is received.

## ***THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977***

### ***FAIR LENDING NOTICE***

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such a consideration is required to avoid an unsafe and unsound business practice; or
2. Race, color, religion, sex marital status, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or nation origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such a composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions to provide financial assistance.

These provisions govern financial assistance for the purpose of purchase, construction, rehabilitation or refinancing of one to four unit family residence occupied by the owner and for the purpose of the home improvement of any one to four unit family residence.

If you have questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or:

DEPARTMENT OF CORPORATIONS  
320 WEST 4<sup>TH</sup> STREET  
LOS ANGELES, CA 90013  
TELEPHONE: (213) 576-7690

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Applicant

Date

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Co-Applicant

Date

## ***MORTGAGE BROKER FEE DISCLOSURE***

You have applied with a mortgage broker for a residential mortgage loan. The mortgage broker will submit your application for a residential mortgage loan to a participating lender with which it from time to time contracts upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from the mortgage broker concerning your application.

**Section 1. NATURE OF RELATIONSHIP.** In connection with this mortgage loan:

- This mortgage broker may be acting as an independent contractor and not your agent. If you are unsure of the nature of your relationship, please ask the mortgage broker for clarification.
- The mortgage broker has separate independent contractor agreements with various lenders.
- While the mortgage broker seeks to assist you in meeting your financial needs, it does not distribute the products of all lenders or investors in the market and cannot always guarantee the lowest price or best terms available in the market.

**Section 2. THE BROKER'S COMPENSATION.** The lender whose loan products are distributed by the mortgage broker generally provide their loan products to the mortgage broker at a wholesale rate.

- The retail price a mortgage broker offers you-your interest rate, total points and fees- will include the broker's compensation.
- In some cases, the mortgage broker may be paid all of its compensation by either you/(borrower(s) or the lender.
- Alternatively, the mortgage broker may be paid a portion of its compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points/percent & some fees.
- Also in some cases, if you would rather pay less up-front, you may wish to have some or all our fees paid directly by the lender, which will result in a higher interest rate and higher monthly loan payments than you would otherwise be required to pay.
- The mortgage broker also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods, or facilities, performed or provided by the mortgage broker to the lender.

You may work with the mortgage broker to select the method in which it receives its compensation depending on your financial needs, subject to the lender's loan program requirements and credit underwriting guidelines.

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amounts will be disclosed on your HUD-1 or HUD-1A Settlement Statement furnished by the escrow company being used.

By signing below, applicant(s) acknowledges that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this document.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Date

# R&G FINANCIAL SERVICES INC.

Dear Applicant(s),

Thank you for your interest in R&G Financial Services Inc. home loans! We are committed to offering you the most competitive programs to meet your individual financing needs. In order for me to expedite your loan request, please gather the following documents:

## **INCOME DOCUMENTATION:**

### ***FOR SALARIED EMPLOYEES:***

1. W-2 forms for the last 2 years.
2. Your most recent payroll statements, showing year to date (YTD) earnings.

### ***INDIVIDUALS WHOSE INCOME IS BASED ON COMMISSIONS, DIVIDENDES AND INTEREST, OT RENTAL INCOME:***

1. Federal Income Tax Returns (1040's) for the last 2 years, signed and dated, including all attachment and schedules.

### ***SELF EMPLOYED INDIVIDUALS, CORPORATE PRINCIPALS/OWNERS OR MEMBERS OF A PARTNERSHIP:***

1. Year-to-date or most recent annual Profit and Loss Statement, prepared and signed by your accountant.
2. Corporate/Partnership Federal Tax Returns for the last 2 years, signed and dated, including all attachments and schedules.

## **CREDIT INFORMATION:**

1. Payment books or statements for any real estate loans outstanding.

## **ASSET DOCUMENTATION:**

1. Last 3 months statements on all checking and savings accounts.
2. Last 3 months statements on any CD accounts, stock accounts, etc.
3. One most recent statement for all retirement accounts: 401K, IRA's, Profit Sharing etc.

## **ADDITIONAL INFORMATION (If Applicable):**

1. Copy of divorce settlement to confirm any child support or alimony obligations.
2. If you hold title in a trust we will require a copy of your trust agreement.
3. Rental Agreements
4. Social Security/Retirement income award letter and/or copies of checks (most recent 3months bank statements if income is deposited automatically- we will need the ORIGINALS if you are applying for a fixed rate loan.)

Please send a check in the amount of \$ \_\_\_\_\_, made payable to R&G Financial Services Inc. to cover the cost of the credit report.

Please send a check in the amount of \$ \_\_\_\_\_, made payable to \_\_\_\_\_, to cover the cost of the appraisal.

Let's work TOGETHER to make your loan application process QUICK and SUCCESSFUL! Please gather these documents and call me to arrange an immediate appointment.

\_\_\_\_\_  
Your Loan Consultant & Advisor  
**PHONE: (805) 579-1104**

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Date

**INTERNET ON-LINE LOAN APPLICATION  
DISCLOSURE STATEMENT**

This statement acknowledges that the undersigned applicant(s) completed an On-line Loan Application with R&G Financial Services Inc. on R&G Financial Services Inc. Interactive Internet Website.

By signing below, the applicant(s) authorizes this loan application to be processed by R&G Financial Services Inc. including but not limited to, verification of the applicant(s) credit history, documentation of income and assets, as well as verifying the accuracy of statements contained therein.

This On-line Loan Application will take the place of a handwritten loan application and by executing below, confirm that the application contained herein, was completed solely by the applicant(s). A final loan application will be signed by the applicant(s) at the time of the loan closing or as needed & necessary to meet any outstanding prior to DOC or prior to FUNDING condition(s) required by our investor(s).

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date