



LOAN APPLICATION COVER SHEET

To expedite the processing of your loan, please provide the following documentation requested:

1) **Loan Application:** Fill out completely the 5-page application with blue or black ink. Provide complete addresses, account numbers, balance amounts, etc. and mark all Section VIII and government-monitoring questions on page 4. *Sign on Page 4*

2) **Various Attached Disclosures:** *Read and sign all forms.*

Please provide copies of all the following documents, along with the completed loan application.

- W-2's for years _____
- Federal Tax Returns (all schedules) for years _____
- Current pay stubs, if salaried/wage income, to cover most recent 30 days.
- Current bank statements – most recent for one month
- Document other income; i.e. trust deed interest, social security, child support, commission.

SELF-EMPLOYED:

- Federal Corporation and/or Partnership Tax Returns (for all schedules) for years _____
- Current Year-to-Date Profit & Loss Statement and Balance Sheet.

PURCHASE:

- Purchase Agreement and all addendums
- Name and phone number of Real Estate Agent, Title Company and Escrow Officer.

STREET ADDRESS: 1410 NEOTOMAS AVENUE • SUITE 106 • SANTA ROSA, CALIFORNIA 95405
MAILING ADDRESS: P.O. BOX 1987 • SANTA ROSA, CALIFORNIA 95402
PHONE: 707-544-5696 • FAX: 707-568-6013

CA Dept. of Real Estate License #01280711

www.BaySierra.com

Uniform Residential Loan Application

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

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

Borrower: _____

Co-Borrower: _____

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural <input type="checkbox"/> Housing Service	Other (explain): _____	Agency Case Number	Lender Case Number
Amount \$	Interest Rate %	No. of Months	Amortization Type:	Fixed Rate GPM	Other (explain): ARM (type): _____

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & ZIP)					No. of Units
Legal Description of Subject Property (attach description if necessary)					Year Built
Purpose of Loan	Purchase Refinance	Construction Construction-Permanent	Other (explain): _____	Property will be:	Primary Residence Secondary Residence Investment
<i>Complete this line if construction or construction-permanent loan.</i>					
Year Lot Acquired	Original Cost \$	Amount Existing Liens \$	(a) Present Value of Lot \$	(b) Cost of Improvements \$	Total (a + b) \$
<i>Complete this line if this is a refinance loan.</i>					
Year Acquired	Original Cost \$	Amount Existing Liens \$	Purpose of Refinance	Describe Improvements made	to be made
Title will be held in what Name(s)				Manner in which Title will be held	Estate will be held in: Fee Simple Leasehold (show expiration date)
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)					

Borrower

III. BORROWER INFORMATION

Co-Borrower

Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
Married Separated	Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. ages		Married Separated	Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower) no. ages	
Present Address (street, city, state, ZIP) «f13» «f14» «f15»				Present Address (street, city, state, ZIP)			
Own Rent ____ No. Yrs.				Own Rent ____ No. Yrs.			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			
<i>If residing at present address for less than two years, complete the following:</i>							
Former Address (street, city, state, ZIP)				Former Address (street, city, state, ZIP)			
Own Rent ____ No. Yrs.				Own Rent ____ No. Yrs.			

Borrower

IV. EMPLOYMENT INFORMATION

Co-Borrower

Name & Address of Employer		Self Employed	Yrs. on this job	Name & Address of Employer		Self Employed	Yrs. on this job
			Yrs. employed in this line of work/profession				Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)			Position/Title/Type of Business	Business Phone (incl. area code)		

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

Borrower		IV. EMPLOYMENT INFORMATION (cont'd)			Co-Borrower	
Name & Address of Employer	Self Employed	Dates (from – to)	Name & Address of Employer	Self Employed	Dates (from – to)	
		Monthly Income			Monthly Income	
		\$			\$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)			
Name & Address of Employer	Self Employed	Dates (from – to)	Name & Address of Employer	Self Employed	Dates (from – to)	
		Monthly Income			Monthly Income	
		\$			\$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)			

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

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

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

Describe Other Income

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

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

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

Completed Jointly Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		
Description			Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Cash deposit toward purchase held by:		\$			
<i>List checking and savings accounts below</i>				Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. no.	\$	Acct. no.			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. no.	\$	Acct. no.			
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Acct. no.	\$	Acct. no.			

VI. ASSETS AND LIABILITIES (cont'd)

Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/Months	\$
Acct. no.	\$	Acct. no.			
Stocks & Bonds (Company name/number & description)	\$	Name and address of Company		\$ Payment/Months	\$
		Acct. no.			
Life insurance net cash value	\$	Name and address of Company		\$ Payment/Months	\$
Face amount: \$					
Subtotal Liquid Assets	\$				
Real estate owned (enter market value from schedule of real estate owned)	\$				
Vested interest in retirement fund	\$				
Net worth of business(es) owned (attach financial statement)	\$	Acct. no.			
Automobiles owned (make and year)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:		\$	
Other Assets (itemize) «f288»	\$	Job-Related Expense (child care, union dues, etc.)		\$	
		Total Monthly Payments		\$	
Total Assets a.	\$	Net Worth (a minus b)	\$	Total Liabilities b.	\$

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

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

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

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION

VIII. DECLARATIONS

a. Purchase price	\$	<p>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</p> <p>a. Are there any outstanding judgments against you?</p> <p>b. Have you been declared bankrupt within the past 7 years?</p> <p>c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?</p> <p>d. Are you a party to a lawsuit?</p> <p>e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?</p> <p>(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)</p>	Borrower	Co-Borrower
b. Alterations, improvements, repairs			Yes	No
c. Land (if acquired separately)				
d. Refinance (incl. debts to be paid off)				
e. Estimated prepaid items				
f. Estimated closing costs				
g. PMI, MIP, Funding Fee				
h. Discount (if Borrower will pay)				
i. Total costs (add items a through h)				

VII. DETAILS OF TRANSACTION

VIII. DECLARATIONS

j. Subordinate financing		<p>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</p> <p>f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.</p> <p>g. Are you obligated to pay alimony, child support, or separate maintenance?</p> <p>h. Is any part of the down payment borrowed?</p> <p>i. Are you a co-maker or endorser on a note? -----</p> <p>j. Are you a U.S. citizen?</p> <p>k. Are you a permanent resident alien?</p> <p>l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.</p> <p>m. Have you had an ownership interest in a property in the last three years? (1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)? _____ (2) How did you hold title to the home—solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? _____</p>	Borrower		Co-Borrower	
k. Borrower's closing costs paid by Seller			Yes	No	Yes	No
l. Other Credits (explain)						
m. Loan amount (exclude PMI, MIP, Funding Fee financed)						
n. PMI, MIP, Funding Fee financed						
o. Loan amount (add m & n)						
p. Cash from/to Borrower (subtract j, k, l & o from i)						

IX. ACKNOWLEDGEMENT AND AGREEMENT

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

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

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

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

BORROWER I do not wish to furnish this information	CO-BORROWER I do not wish to furnish this information
Ethnicity: Hispanic or Latino Not Hispanic or Latino	Ethnicity: Hispanic or Latino Not Hispanic or Latino
Race: American Indian or Alaska Native Black or African American Native Hawaiian or Other Pacific Islander White	Race: American Indian or Alaska Native Black or African American Native Hawaiian or Other Pacific Islander White
Sex: Female Male	Sex: Female Male

<p>To be Completed by Interviewer This application was taken by: Face-to-face interview Mail Telephone Internet</p>	Interviewer's Name (print or type)	Name and Address of Interviewer's Employer	
	Interviewer's Signature		Date
	Interviewer's Phone Number (incl. area code)		

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

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

Borrower:	Agency Case Number:
Co-Borrower:	Lender Case Number:

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

Borrower's Signature X	Date	Co-Borrower's Signature X	Date
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Request for Transcript of Tax Return

▶ Request may be rejected if the form is incomplete or illegible.

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can also call 1-800-829-1040 to order a transcript. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code	
4 Previous address shown on the last return filed if different from line 3	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.	

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ _____

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days.

c Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days

Caution. If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

	Telephone number of taxpayer on line 1a or 2a
Sign Here ▶ Signature (see instructions)	Date
▶ Title (if line 1a above is a corporation, partnership, estate, or trust)	
▶ Spouse's signature	Date



Joint Credit Addendum to the Uniform Residential Loan Application

I/We are applying for credit in the amount of \$ _____ on _____ with
Loan Amount Date

BaySierra Financial Inc.

- I am applying for individual credit in my own name and I am relying on my own income and assets.

- I am applying for individual and I am relying on my own income or assets, as well as income or assets from other sources.

- We are applying for joint credit.

Signature(s):

Applicant

Date: _____

Co-Applicant

Date: _____

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CREDIT AUTHORIZATION

To Whom It May Concern:

The undersigned applicant has applied for a real estate loan with BaySierra Financial, Inc.

To facilitate the processing of my loan application, you are hereby authorized to release any information required by BaySierra Financial, Inc. to complete the processing of the loan request: necessary credit and income information including but not limited to, verification of employment, credit report, savings deposits, checking accounts, consumer credit balances, brokerage and stock holdings, payment histories may include mortgage payment records, balances and rental payment history.

You may accept a photocopy of this authorization in lieu of the original.

**Your prompt reply will expedite this transaction.
Thank You!**

Date

Borrower

Social Security #

Borrower

Social Security #

Street Address

City

State

Zip

(If you have been at this address for less than 2 years please provide previous address as well. Thank you.)

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CALIFORNIA CREDIT SCORE DISCLOSURE

Borrower Name: _____

Address: _____

In evaluating your application for a home mortgage loan, one factor your lender will consider is one or more of your credit scores because they assist us in evaluating your credit history in a faster, more objective manner. Your credit scores are found on your credit report, a copy of which was provided to you with this disclosure. The range of possible scores is from 300 to 850. Your lender may also obtain and consider other credit scores in making its decision on your application from the credit bureaus listed below.

In addition to the credit scores, your credit report lists the key factors why your scores were less than the maximum possible score. Please keep in mind that these reasons are provided for factors on which you received less than the maximum score possible. The listing of these factors does not by itself indicate that you would not be approved for the loan you have requested. Your lender considers many factors in addition to your credit scores in making a decision on your application. If your application is not approved, you will receive a separate notice stating the specific reasons for that action which may or may not relate to your credit scores.

Your lender did not calculate your credit scores nor did we develop the scoring models. If you have any questions about your credit scores or the information in the credit report from which the scores were computed, you can contact the credit bureaus at the addresses listed below:

Equifax
PO Box 740241
Atlanta, GA 30374
Phone: (800) 270-3435
www.equifax.com

Trans Union
PO Box 1000
Chester, PA 19022
(800) 888-4213
www.transunion.com

Experian
PO Box 2002.
Allen, TX 75013
(888) 397-3742
www.experian.com

Borrower Date

Borrower Date

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CALIFORNIA-NOTICES, AUTHORIZATION & ACKNOWLEDGMENT

Applicant(s): _____

Property Address: _____

Value or Sales price: _____

Loan Amount: _____

The applicant(s) whose signature(s) appear here requests a loan be processed in their behalf and agree to pay all legally allowed fees and charges incurred in connection with said processing. It is understood by the applicant(s) that the fees and charges are expenses incurred in their behalf for the purpose of obtaining a loan, and as such are not refundable regardless of consummation of this transaction.

Privacy Act Notice: Information regarding employment, deposits, loans outstanding & credit history is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 ET. SEQ. (if HUD/FHA); by 42 USC, Section 1452B (if HUD/CPD); and Title 42 USC, 1471 ET. SEQ., or 7 USC, 1921 ET. SEQ. (if USDA/FMHA).

Fair Credit Reporting Act: As part of processing your application for a real estate loan, a lender may request a consumer report, to be used in determining your credit worthiness, credit standing and credit capacity. This notice is given pursuant to the fair credit reporting act of 1970. You are entitled to such information within 60 days of written demand therefore made to the credit reporting agency pursuant to section 6060 of the Fair Credit Reporting Act.

Equal Credit Opportunity Act: The Federal Equal Credit Opportunity Act prohibits discrimination against credit applicants on the basis of sex, marital status, race, color, religion, national origin, age (provided the applicant has the capacity to contract), whether all or part of the applicant's income is derived from any public assistance program, or if the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency which administers compliance with this law concerning this lender is The Federal Trade Commission, 450 Golden Gate Avenue, San Francisco, California, 94102.

State of California Fair Lending Notice: Under the Housing Financial discrimination act of 1977, it is unlawful for a financial institution to refuse to make a loan or to offer less favorable terms than normal (such as higher interest rate, larger down payment, or shorter maturity) based on any of the following considerations: 1) Neighborhood characteristics (such as average age of homes or income level in neighborhood) except to extent necessary to avoid an unsafe and unsound business practice. 2) Race, sex, color, religion, marital status, national origin or ancestry. It is also unlawful to consider in appraising a residence the racial, ethnic, or religious composition of a particular neighborhood, whether or not such composition is undergoing change or is expected to undergo change. If you wish to file a complaint, or if you have questions about your rights, contact

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Department of Real Estate, 107 South Broadway, Room A107, Los Angeles, California, 90012 or Department of Real Estate, 105 Berry Street, Room 5016, San Francisco, California, 94107. If you file a complaint, the law requires that you receive a decision within thirty days.

Appraisal Notice: You have the right to a copy of the appraisal report to be obtained in connection with the loan for which you are applying, provided that you have paid for or are willing to pay for the appraisal. We do not accept any liability of inaccuracy of this appraisal. If you want a copy of the appraisal report, please either call your loan agent at (707)544-5696, or submit a written request to: BaySierra Financial, Inc., 1410 Neotomas Ave., Suite 106, Santa Rosa, CA 95405

Applicants Authorization and Acknowledgment: I/We hereby authorize release of funds for fees incurred in obtaining my/our appraisal, credit report and FNMA review (if applicable), and to include any and all rush charges which may be uncured in order to expedite my/our loan application. I understand that these fees and charges are expenses incurred in my/our behalf for the purpose of obtaining a loan, and as such, are not refundable. I/We further understand that if I/We should cause escrow to cancel after my/our loan application has been accepted and approved, I/We may be liable for, and do hereby agree to pay a cancellation fee, not to exceed 1% of the loan amount.

I/We have received a copy of this notification form.

Borrower

Borrower

Date

Date

STREET ADDRESS: 1410 NEOTOMAS AVENUE • SUITE 106 • SANTA ROSA, CALIFORNIA 95405
MAILING ADDRESS: P.O. BOX 1987 • SANTA ROSA, CALIFORNIA 95402
PHONE: 707-544-5696 • FAX: 707-568-6013

CA Dept. of Real Estate License #01280711

www.BaySierra.com

MORTGAGE BROKER FEE AGREEMENT AND DISCLOSURE

This agreement ("Agreement") is by and between _____, a mortgage broker ("we", "us", "our") and the Borrower(s) who sign(s) below ("you", "your"). This agreement discloses and governs the overall fees that will be paid to your mortgage broker for the origination of your loan.

- 1. OUR SERVICES:** A mortgage broker charges fees to arrange a loan from a mortgage lender who will fund the loan. As your mortgage broker, we will assist you in obtaining a loan, but we do not offer the products of all mortgage lenders, and so we cannot guarantee you the lowest price or best loan terms available. Be sure that you understand and are satisfied with the mortgage loan product and terms we arrange for you. By signing below, you request us to arrange a mortgage loan from a mortgage lender and you agree to the fees listed below for our services.
- 2. YOUR MORTGAGE LOAN:** You are currently applying for a mortgage loan in the amount of \$ _____. If your actual loan amount is different, then the dollar amount of any fee that is based on a percentage of the loan amount may increase if the loan amount increases; decrease if the loan amount decreases. The fees in this Agreement are for broker services only and do not include other closing costs or credits from us or other parties for non-broker related services.
- 3. BROKER FEES:** Depending on the loan program you select and subject to applicable legal requirements, our fees may be paid by you directly or indirectly, or a combination of both. For the portion of our fees paid directly, you will pay our fees from your own funds at or prior to the loan closing. For the portion of our fees paid indirectly, you may elect to include our fees in your loan amount and pay us at closing out of your loan proceeds. In addition, you may pay our fees by electing to pay the mortgage lender a higher interest. When you elect to pay a higher interest rate, the mortgage lender will provide you with a credit which will be applied against and reduce your settlement charges, including our fees. Paying our fees directly versus indirectly may result in a lower interest rate. We have discussed these fee payment options with you. In addition to our fees, estimates of other fees you will pay in connection with your loan will be shown on your Good Faith Estimate. Once your interest rate is locked and your loan amount and terms are finalized, we will be able to tell you the exact amount of all fees.
- 4. NOTE:** You may not be charged any fee, other than a reasonable credit report fee (if applicable), prior to (1) receiving your Good Faith Estimate from us, (2) expressing your intent to proceed with the loan transaction and (3) receiving the initial disclosures from the mortgage lender.

MAXIMUM BROKER FEE: All fees that are paid to us for arranging your loan with a mortgage lender. This amount is included in "Our Origination Charge" - Block 1 of your Good Faith Estimate. The "Our Origination Charge" amount represents the total sum of all other third parties as applicable.	Must be completed
<i>* This fee includes fees that may be paid by the property seller on a purchase as negotiated in your purchase contract. (This fee will match Block 1 – Our Origination Charge of your GFE less lender fees and fees collected by the broker that are paid to third parties (if applicable).)</i>	
CREDIT FOR SETTLEMENT COSTS FROM THE MORTGAGE LENDER IN EXCHANGE FOR YOUR SELECTED INTEREST RATE: This will be reflected as a credit to you on Block 2 of your Good Faith Estimate	Must be completed
YOUR ADJUSTED BROKER FEE: The portion of our fees that will be paid by you to us directly after applying the above credit of the mortgage lender, if applicable. This amount included in the "Your Adjusted Origination Charges" of Block A of your Good Faith Estimate. The "Your Adjusted Origination Charges" amount represents the total sum difference of Box 1 and Box 2 of your Good Faith Estimate	Must be completed

The above boxes replicate Block 1 of the 2010 RESPA Good Faith Estimate (page 2)

By signing below, you acknowledge that:

- You have received an initial Good Faith Estimate within 3 three business days of the mortgage loan application date and you intend to proceed with the loan transaction
- The Agreement has been explained to you and you understand it
- You have not been charged any fees, other than a reasonable credit fee (if applicable), prior to entering into this Agreement
- You voluntarily enter into this Agreement and agree to the fees above
- The fees above are based on current market rates and your current loan request.

If this box is checked, the form has been amended. ***All amendments must be initialed by the borrower or a new agreement must be completed.***

Borrower: _____ Co-Borrower: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Broker Name: _____ By – Signature: _____
(Print name)

Date: _____



**USA PATRIOTIC ACT
INFORMATION DISCLOSURE
IMPORTANT INFORMATION ABOUT APPLICATION
PROCEDURES**

To help the United States government fight the funding of terrorism and money laundering activities, Federal Law now requires all financial institutions to obtain, verify and record information that fully identifies every applicant.

What this means to you is that when you apply for a mortgage loan, we will ask you for your name, address, date of birth and other information that will allow BaySierra Financial, Inc. to identify you.

We may also ask to see and/or take copies of your driver's license or other identifying documents.

Then information being requested and recorded is for compliance with the requirements of Section 326 of the USA Patriotic Act, implementing customer identification and verification requirements.

This information in NO WAY will be used in making the credit decision on your mortgage loan application.

I/We acknowledge receipt of this disclosure.

Borrower

Date: _____

Borrower

Date: _____



OCCUPANCY STATEMENT

TO WHOM IT MAY CONCERN:

I/We hereby certify that my/our intent in seeking this loan is to obtain financing for the purchase or refinance of a home to be used as my/our principal residence, with occupancy to begin within 30 days after close of escrow and extend for an indefinite period of time in the future.

I/We recognize that any loan pursuant to this application is contingent upon owner occupancy and agree that (1) failure to occupy the property as provided on this certificate shall constitute a default under the terms of the loan, and (2) in case of such default, I/We must, upon recall of this loan, immediately pay the full balance of the loan and any other amounts to which the lender is entitled upon default.

Borrower _____

Borrower _____

Date _____

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NOTICE TO APPLICANT – AVAILABILITY OF PROGRAMS

Please be advised that the financial and money markets are often volatile. Rates, fees, terms and loan programs are determined directly and solely by the ultimate lender and are subject to change at their discretion, without advance notice. Accordingly, BaySierra Financial, Inc. can make no guarantee as to the continuing availability of programs currently being offered.

Borrower

Date

Borrower

Date

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LOAN TRANSFER DISCLOSURE

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

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

Transfer practices and requirements

If the servicing of your loan is assigned, sold or transferred to a new servicer, you must be given written notice of the assignment, sale, or transfer of the servicing not less than 15 days before the date of transfer. The new loan servicer must also send you notice within 15 days after the date of transfer. Also, a notice for prospective transfer may be provided to you at settlement (when title to your new property is transferred to you) to satisfy these requirements. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for a cause, is in bankruptcy proceedings, or is involved in a conservatorship initiated by a Federal Agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of the servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the by the new loan servicer as late, and a late fee may not be imposed on you.

Servicing transfer estimates by original lender

We do not service mortgage loans. We intend to assign, sell, or transfer the servicing of your loan to another party. You will be notified at settlement regarding the servicer.

ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

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

Borrower

Date

Borrower

Date

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**HERA / MDIA
ACKNOWLEDGEMENT**

Borrower and Broker acknowledge that Borrower may not be charged any fee other than a reasonable credit report fee (if applicable) prior to receiving initial disclosures from the Lender. These disclosures are in addition to those provided to Borrower by the Broker.

Borrower Name

Date

Borrower Signature

Broker Name

Date

Broker Signature