



**CY-FAIR FEDERAL CREDIT UNION TEXAS HOME EQUITY LOANS**

Maximum Loan Amount: \$200,000.00 • Minimum Loan Amount: \$25,000.00  
 Maximum Loan Terms: 15 years • Minimum Loan Terms: 5 years

MEMBER RATES: **4.00%** APR — **6.50%** APR 60 Months  
**4.10%** APR — **6.75%** APR 120 Months  
**4.30%** APR — **7.00%** APR 180 Months

EXAMPLE :

<b>MAY FINANCE UP TO 80% OF AVAILABLE EQUITY</b>	\$100,000	Appraised Value
	X 0.80	Equity Limit
	\$80,000	Maxium Equity Available
	<b>(\$50,000)</b>	<b>Mortgage Balance</b>
	<b>\$30,000</b>	<b>Equity Available to Borrow</b>

- APPLICATION MUST BE ON HOMESTEAD ONLY. ( NO RENTAL PROPERTY)
- THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER SUBMITTING THE LOAN APPLICATION AND DISCLOSURE NOTICE.
- FUNDS MAY NOT BE DISBURSED UNTIL THE 4th BUSINESS DAY AFTER CLOSING, DUE TO YOUR RIGHT TO CANCEL.

**REQUIREMENTS:**

1. Copy of Deed of Trust or Warranty Deed.
2. Copy of last mortgage statement. (With escrow account or proof taxes are current)
3. Copy of tax assessment or appraisal card from county.
4. Copy of current pay stubs may be required. (Tax returns and schedule C if self-employed is mandatory.)
5. Copy of homeowner's insurance policy. At closing we must be listed as second mortgagee on the policy.  
 Second mortgagee clause should be listed as:

**Cy-Fair Federal Credit Union Insurance Department P.O. Box 25252 Ft. Worth, TX 76124**

**FEES TO BE COLLECTED:** (PLEASE SUBMIT WITH APPLICATION)

Fee to file/release lien with Harris County (other counties vary in cost)	\$100
Title search-Harris County (other counties vary in cost)	\$85
Flood determination fee	\$35
Origination fee	\$130

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**Estimated Total Fees** **\$350**

# Application

**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 766.59, or court decree under Section 766.70 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.

SIGNATURE FOR WISCONSIN RESIDENTS ONLY \_\_\_\_\_ DATE \_\_\_\_\_

**Married Applicants may apply for a separate account.**

**Individual Credit:** Complete **Applicant** section. Complete **Co-Applicant, Spouse**, (referred to as "Other") section: (1) about your 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 \$** \_\_\_\_\_ **Purpose:** \_\_\_\_\_

**Repayment:**  Payroll Deduction  Cash  Automatic Payment  Military Allotment  \_\_\_\_\_

**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.

<b>APPLICANT INFORMATION</b>				<b>OTHER</b> <input type="checkbox"/> <b>CO-APPLICANT</b> <input type="checkbox"/> <b>SPOUSE</b>			
NAME (Last - First - Initial)				NAME (Last - First - Initial)			
DRIVER'S LICENSE NUMBER/STATE			BIRTH DATE	DRIVER'S LICENSE NUMBER/STATE			BIRTH DATE
ACCOUNT NUMBER		SOCIAL SECURITY NUMBER		ACCOUNT NUMBER		SOCIAL SECURITY NUMBER	
HOME PHONE	CELL PHONE	BUSINESS PHONE/EXT.		HOME PHONE	CELL PHONE	BUSINESS PHONE/EXT.	
PRESENT ADDRESS (Street - City - State - Zip) <input type="checkbox"/> OWN <input type="checkbox"/> RENT			LENGTH AT RESIDENCE	PRESENT ADDRESS (Street - City - State - Zip) <input type="checkbox"/> OWN <input type="checkbox"/> RENT			LENGTH AT RESIDENCE
PREVIOUS ADDRESS (Street - City - State - Zip) <input type="checkbox"/> OWN <input type="checkbox"/> RENT			LENGTH AT RESIDENCE	PREVIOUS ADDRESS (Street - City - State - Zip) <input type="checkbox"/> OWN <input type="checkbox"/> RENT			LENGTH AT RESIDENCE
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)				COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)			
LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT (Exclude Self)				LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT (Exclude Self)			

<b>EMPLOYMENT INFORMATION</b>				<b>EMPLOYMENT INFORMATION</b>			
NAME AND ADDRESS OF EMPLOYER				NAME AND ADDRESS OF EMPLOYER			
YOUR TITLE/GRADE		SUPERVISOR'S NAME		YOUR TITLE/GRADE		SUPERVISOR'S NAME	
START DATE	HOURS AT WORK	IF SELF EMPLOYED, TYPE OF BUSINESS		START DATE	HOURS AT WORK	IF SELF EMPLOYED, TYPE OF BUSINESS	
IF EMPLOYED IN CURRENT POSITION LESS THAN FIVE YEARS, COMPLETE PREVIOUS EMPLOYER NAME AND ADDRESS				IF EMPLOYED IN CURRENT POSITION LESS THAN FIVE YEARS, COMPLETE PREVIOUS EMPLOYER NAME AND ADDRESS			
STARTING DATE		ENDING DATE		STARTING DATE		ENDING DATE	
MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO WHERE _____ ENDING/SEPARATION DATE _____				MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR <input type="checkbox"/> YES <input type="checkbox"/> NO WHERE _____ ENDING/SEPARATION DATE _____			

<b>INCOME INFORMATION</b>				<b>INCOME INFORMATION</b>			
NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.				NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.			
EMPLOYMENT INCOME \$ _____ PER _____		<input type="checkbox"/> NET <input type="checkbox"/> GROSS		EMPLOYMENT INCOME \$ _____ PER _____		<input type="checkbox"/> NET <input type="checkbox"/> GROSS	
OTHER INCOME \$ _____ PER _____		SOURCE _____		OTHER INCOME \$ _____ PER _____		SOURCE _____	

<b>REFERENCES</b>				<b>REFERENCES</b>			
Please include Street, City, State and Zip.				Please include Street, City, State and Zip.			
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU				NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU			
RELATIONSHIP		HOME PHONE		RELATIONSHIP		HOME PHONE	
NAME AND ADDRESS OF PERSONAL FRIEND - NOT A RELATIVE				NAME AND ADDRESS OF PERSONAL FRIEND - NOT A RELATIVE			
HOME PHONE _____				HOME PHONE _____			

<b>ASSETS/PROPERTY</b>		Check box for Applicant/Other. List all assets and account number(s)-- Attach other sheets if necessary.						
<b>APPLICANT</b>			<b>OTHER (CO-APPLICANT, SPOUSE)</b>					
SHARE DRAFT OR CHECKING AMOUNT \$	NAME AND ADDRESS OF DEPOSITORY			SHARE DRAFT OR CHECKING AMOUNT \$	NAME AND ADDRESS OF DEPOSITORY			
SAVINGS AMOUNT \$	NAME AND ADDRESS OF DEPOSITORY			SAVINGS AMOUNT \$	NAME AND ADDRESS OF DEPOSITORY			
<b>APPLICANT</b>	<b>OTHER</b>		<b>LIST HOME AND ALL OTHER ITEMS YOU OWN AND LOCATION OF PROPERTY</b> For Example: Auto, Boat, Stocks, Bonds, Cash, Household Goods, Real Estate, etc.	<b>MARKET VALUE</b>	<b>PLEGDED AS COLLATERAL FOR ANOTHER LOAN</b>			
		HOME*		\$	YES	NO		
				\$	YES	NO		
				\$	YES	NO		
*LIST EVERY LIEN AGAINST YOUR HOME -- This section must be completed for the property which will be given as security, if applicable. A lien is a legal claim filed against property as security for payment of a debt. Liens include mortgages, deeds of trust, land contracts, judgments and past due taxes.								
FIRST MORTGAGE HELD BY			OTHER LIENS (Describe)					
PRESENT BALANCE \$								
IS THE PROPERTY DESCRIBED IN THIS SECTION: LISTED AS THE APPLICANT'S ADDRESS IN THE "APPLICANT INFORMATION" SECTION?			YOUR PRINCIPAL DWELLING? <input type="checkbox"/> YES <input type="checkbox"/> NO		IS ANYONE OTHER THAN YOUR SPOUSE A PART OWNER OF YOUR HOME? <input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>DEBTS</b> In addition to Rent/Mortgage list all other debts (for example, auto loans, credit cards, second mortgage, home assoc. dues, alimony, child support, child care, medical, utilities, auto insurance, IRS liabilities, etc.) Please use a separate line for each credit card and auto loan. Attach other sheets if necessary.								
<b>APPLICANT</b>	<b>OTHER</b>		<b>CREDITOR NAME AND ADDRESS</b>	<b>ACCOUNT NUMBER</b>	<b>ORIGINAL BALANCE</b>	<b>PRESENT BALANCE</b>	<b>MONTHLY PAYMENT</b>	<b>PAST DUE</b>
		<input type="checkbox"/> RENT <input type="checkbox"/> MORTGAGE (incl. Tax & Ins.)			\$	\$	\$	
					\$	\$	\$	
					\$	\$	\$	
					\$	\$	\$	
					\$	\$	\$	
					\$	\$	\$	
LIST ANY NAMES UNDER WHICH YOUR CREDIT REFERENCES AND CREDIT HISTORY CAN BE CHECKED					<b>TOTALS</b>	\$	\$	\$

<b>FINANCIAL INFORMATION</b>		These questions apply to both Applicant and Other.		<b>APPLICANT</b>		<b>OTHER</b>	
IF A "YES" ANSWER IS GIVEN TO A QUESTION, EXPLAIN ON AN ATTACHED SHEET				YES	NO	YES	NO
DO YOU HAVE ANY OUTSTANDING JUDGMENTS?							
HAVE YOU EVER FILED FOR BANKRUPTCY OR HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13?							
HAVE YOU HAD PROPERTY FORECLOSED UPON OR GIVEN A DEED IN LIEU OF FORECLOSURE IN THE LAST 7 YEARS?							
ARE YOU A PARTY IN A LAWSUIT?							
ARE YOU OTHER THAN A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?							
IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?							
ARE YOU A CO-MAKER, CO-SIGNER OR GUARANTOR ON ANY LOAN NOT LISTED ABOVE?							
FOR WHOM (Name of Others Obligated on Loan):				TO WHOM (Name of Creditor):			

<b>SIGNATURES</b>	
<p>You promise that everything you have stated in this application is correct to the best of your knowledge and that the above information is a complete listing of all your debts and obligations. You authorize the credit union to obtain credit reports in connection with this application for credit and for any update, renewal or extension of the credit received. If you request, the credit union will tell you the name and address of any credit bureau from which it received a credit</p>	<p>report on you. You understand that it is a crime to willfully and deliberately provide incomplete or incorrect information in this application.</p> <p>If there are any important changes, you will notify us in writing immediately. You also agree to notify us of any change in your name, address or employment within a reasonable time thereafter.</p>
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>X</b> (SEAL)         </div>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>X</b> (SEAL)         </div>
APPLICANT'S SIGNATURE	OTHER SIGNATURE
DATE	DATE

<b>CREDIT UNION INFORMATION</b>	
<input type="checkbox"/> LOAN OFFICER	ADVANCE APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> CREDIT COMMITTEE OR OTHER	COUNTER OFFER WILL BE MADE, IF ACCEPTED, ADVANCE APPROVED
	OUTSIDE INFORMATION CONSIDERED: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ATTACH ADDITIONAL SHEET AND DESCRIBE
\$	APPROVED LIMIT
	DEBT RATIO
REFERRED TO/REASON(S) FOR REFERRAL:	
DESCRIBE COUNTER OFFER:	
SPECIFIC REASON(S) FOR REJECTION:	
<b>SIGNATURES:</b>	<b>DATE</b>
<input type="checkbox"/> LOAN OFFICER <b>X</b>	<b>X</b>
<input type="checkbox"/> CREDIT COMMITTEE <b>X</b>	<b>X</b>
<input type="checkbox"/> ECOA NOTICE AND REASON FOR REJECTION SENT OR DELIVERED ON	(DATE) BY (INITIALS)
LOAN ORIGINATOR ORGANIZATION	NMLSR ID NUMBER
LOAN ORIGINATOR	NMLSR ID NUMBER



**DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT**

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, race, and sex) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more "Hispanic or Latino" origins, and one or more designations for "Race." The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, race, and sex on the basis of visual observation or surname. If you do not wish to provide some or all of this information, please check below.

**Account Number:**  
**Property Address:**

**APPLICANT**

Name:

**Ethnicity:**

Hispanic or Latino – *Check one or more*

Mexican

Puerto Rican

Cuban

Other Hispanic or Latino – *Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:*

Not Hispanic or Latino

I do not wish to provide this information

**Race: Check one or more**

American Indian or Alaska Native - *Print name of enrolled or principal tribe:*

Asian

Asian Indian

Chinese

Filipino

Japanese

Korean

Vietnamese

Other Asian – *Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:*

Black or African American

Native Hawaiian or Other Pacific Islander

Native Hawaiian

Guamanian or Chamorro

Samoan

Other Pacific Islander – *Print race, for example, Fijian, Tongan, and so on:*

White

I do not wish to provide this information

**Sex:**

Female

Male

I do not wish to provide this information

**CO-APPLICANT**

Name:

**Ethnicity:**

Hispanic or Latino – *Check one or more*

Mexican

Puerto Rican

Cuban

Other Hispanic or Latino – *Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:*

Not Hispanic or Latino

I do not wish to provide this information

**Race: Check one or more**

American Indian or Alaska Native - *Print name of enrolled or principal tribe:*

Asian

Asian Indian

Chinese

Filipino

Japanese

Korean

Vietnamese

Other Asian – *Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:*

Black or African American

Native Hawaiian or Other Pacific Islander

Native Hawaiian

Guamanian or Chamorro

Samoan

Other Pacific Islander – *Print race, for example, Fijian, Tongan, and so on:*

White

I do not wish to provide this information

**Sex:**

Female

Male

I do not wish to provide this information

**To Be Completed by Financial Institution (for an application taken in person):**

Was the ethnicity of the applicant collected on the basis of visual observation or surname? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was the race of the applicant collected on the basis of visual observation or surname? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was the ethnicity of the co-applicant collected on the basis of visual observation or surname? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was the race of the co-applicant collected on the basis of visual observation or surname? <input type="checkbox"/> Yes <input type="checkbox"/> No
Was the sex of the applicant collected on the basis of visual observation or surname? <input type="checkbox"/> Yes <input type="checkbox"/> No		Was the sex of the co-applicant collected on the basis of visual observation or surname? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**To Be Completed by Interviewer:**

<input type="checkbox"/> Face to face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name	Name and Address of Interviewer's Employer				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Interviewer's Signature</td> <td style="width: 20%;">Date</td> </tr> <tr> <td style="text-align: center;"><b>X</b></td> <td style="text-align: center;">(Seal)</td> </tr> </table>	Interviewer's Signature	Date	<b>X</b>	(Seal)	
Interviewer's Signature	Date					
<b>X</b>	(Seal)					
	Interviewer's Phone Number					



**CY·FAIR**  
federal credit union

9601 Jones Road Suite 100  
Houston, TX 77065

**NOTICE CONCERNING EXTENSIONS OF CREDIT  
DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION:**

SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

- (A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;
- (B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;
- (C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;
- (D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;
- (E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 2 PERCENT OF THE LOAN AMOUNT, EXCEPT FOR A FEE OR CHARGE FOR AN APPRAISAL PERFORMED BY A THIRD PARTY APPRAISER, A PROPERTY SURVEY PERFORMED BY A STATE REGISTERED OR LICENSED SURVEYOR, A STATE BASE PREMIUM FOR A MORTGAGEE POLICY OF TITLE INSURANCE WITH ENDORSEMENTS, OR A TITLE EXAMINATION REPORT;
- (F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;
- (G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;
- (H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;
- (I) (repealed);
- (J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;
- (K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;
- (L) THE LOAN MUST BE SCHEDULED TO BE REPAYED IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;
- (M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;
- (N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;
- (O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;
- (P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:
  - (1) NOT REQUIRE YOU TO APPLY THE PROCEEDS TO ANOTHER DEBT EXCEPT A DEBT THAT IS SECURED BY YOUR HOME OR OWED TO ANOTHER LENDER;

CONTINUED ON NEXT PAGE

- (2) NOT REQUIRE THAT YOU ASSIGN WAGES AS SECURITY;
- (3) NOT REQUIRE THAT YOU EXECUTE INSTRUMENTS WHICH HAVE BLANKS FOR SUBSTANTIVE TERMS OF AGREEMENT LEFT TO BE FILLED IN;
- (4) NOT REQUIRE THAT YOU SIGN A CONFESSION OF JUDGMENT OR POWER OF ATTORNEY TO ANOTHER PERSON TO CONFESS JUDGMENT OR APPEAR IN A LEGAL PROCEEDING ON YOUR BEHALF;
- (5) PROVIDE THAT YOU RECEIVE A COPY OF YOUR FINAL LOAN APPLICATION AND ALL EXECUTED DOCUMENTS YOU SIGN AT CLOSING;
- (6) PROVIDE THAT THE SECURITY INSTRUMENTS CONTAIN A DISCLOSURE THAT THIS LOAN IS A LOAN DEFINED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (7) PROVIDE THAT WHEN THE LOAN IS PAID IN FULL, THE LENDER WILL SIGN AND GIVE YOU A RELEASE OF LIEN OR AN ASSIGNMENT OF THE LIEN, WHICHEVER IS APPROPRIATE;
- (8) PROVIDE THAT YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN WITHOUT PENALTY OR CHARGE;
- (9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSSES; AND
- (10) PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION; AND

(R) IF THE LOAN IS A HOME EQUITY LINE OF CREDIT:

- (1) YOU MAY REQUEST ADVANCES, REPAY MONEY, AND REBORROW MONEY UNDER THE LINE OF CREDIT;
- (2) EACH ADVANCE UNDER THE LINE OF CREDIT MUST BE IN AN AMOUNT OF AT LEAST \$4,000;
- (3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;
- (4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;
- (5) THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE EXTENDED, WHEN ADDED TO ALL OTHER DEBTS SECURED BY YOUR HOME, MAY NOT EXCEED 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LINE OF CREDIT IS ESTABLISHED;
- (6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 80 PERCENT OF THE FAIR MARKET VALUE; AND
- (7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE.

## SIGNATURES

By signing below, I/we acknowledge that I/we have received and read a copy of the "Notice Concerning Extensions of Credit Defined by Section 50(a)(6), Article XVI of Texas Constitution".

Borrower 1 Signature	Date
<b>X</b>	(Seal)

Borrower 2 Signature	Date
<b>X</b>	(Seal)

Borrower 3 Signature	Date
<b>X</b>	(Seal)

Borrower 4 Signature	Date
<b>X</b>	(Seal)