

# PRIVACY POLICY DISCLOSURE

(Protection of the Privacy of Personal Non-Public Information)

Respecting and protecting customer privacy is vital to our business. By explaining our Privacy Policy to you, we trust that you will better understand how we keep our customer information private and secure while using it to serve you better. Keeping customer information secure is a top priority, and we are disclosing our policies to help you understand how we handle the personal information about you we collect and disclose. This notice explains how you can limit our disclosing of personal information about you. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

## The Privacy Policy explains the following:

- Protecting the confidentiality of our customer information.
- Who is covered by the Privacy Policy
- How we gather information
- The types of information we share, why, and with whom.
- Opting out – how to instruct us not to share certain information about you or not to contact you.

## Protecting the Confidentiality of Customer Information:

We take responsibility to protect the privacy and confidentiality of customer information very seriously. We maintain physical, electronic, and procedural safeguards that comply with federal standards to store and secure information about you from unauthorized access, alteration, and destruction. Our control policies for example, authorize access to customer information only by individuals who need access to do their work.

From time to time, we enter into agreements with other companies to provide services to us or make products and services available to you. Under these agreements, the companies may receive information about you but they must safeguard this information, and they may not use it for any other purposes.

## Who is Covered by the Privacy Policy

We provide our Privacy Policy to customers when they conduct business with our company. If we change our privacy policies to permit us to share additional information we have about you, as described below, or permit disclosures to additional types of parties, you will be notified in advance. This Privacy Policy applies to consumers who are current customers and former customers.

## How We Gather Information

As part of providing you with financial products or services, we may obtain information about you from the following sources:

- Applications, forms, and other information that you provide to us, whether in writing, in person, by telephone, electronically, or by any other means. This information may include your name, address, employment information, income and credit references;
- Your transaction with us, our affiliates, or others. This information may include your account balances, payment history, and account usage;
- Consumer reporting agencies. This information may include account information and information about your credit worthiness;
- Public sources. This information may include real estate records, employment records, telephone numbers, etc.

## Information We Share:

We may disclose information we have about you as permitted by law. We are required to or we may provide information about you to third-parties without your consent as permitted by law, such as:

- To regulatory authorities and law enforcement officials
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability

- To report account activity to credit bureaus
- To consumer reporting agencies
- To respond to a subpoena or court order, judicial process or regulatory authorities
- In connection with a proposed or actual sale, merger, or transfer of all or portion of a business or an operating unit, etc.

In addition, we may provide information about you to our service providers to help us process your applications or service your accounts. Our service providers may include billing service providers, mail and telephone service companies, lenders, investors, title and escrow companies, appraisal companies, etc.

We may also provide information about you to our service providers to help us perform marketing services. This information provided to these service providers may include the categories of information described above under "How We Gather Information" limited to only that which we deem appropriate for these service providers to carry out their functions.

We do not provide non-public information about you to any company whose products and services are being marketed unless you authorize us to do so. These companies are not allowed to use this information for purposes beyond your specific authorization.

### Opting Out

We also may share information about you within our corporate family of office(s). We may share all of the categories of information we gather about you, including identification information (such as your name and address), credit reports (such as your credit history), application information (such as your income or credit references), your account transactions and experiences with us (such as your payment history) and information from other third parties (such as your employment history).

By sharing this information we can better understand your financial needs. We can then send you notification of new products and special promotional offers that you may not otherwise know about. For example, if you originally obtained a mortgage loan with us, we would know that you are a homeowner and may be interested in hearing how a home equity loan may be a better option than an auto loan to finance the purchase of a new car.

You may prohibit the sharing of application and third-party credit-related information within our company or any third-party company at any time. If you would like to limit disclosures of personal information about you as described in this notice, just check the appropriate box or boxes to indicate your privacy choices.

- Please do not share personal information about me with non-affiliated third-parties
- Please do not share personal information about with any of your affiliates except as necessary to effect, administer, process, service, or enforce a transaction requested or authorized by myself.
- Please do not contact me with offers of products or services by mail.
- Please do not contact me with offers of products or services by telephone.

Note for Joint Accounts: Your Opt Out choices will also apply to other individuals who are joint account holders. If these individuals have separate accounts, your Opt Out will not apply to those separate accounts.

	<b>Fort Worth Home Mortgage</b>
Name	Company Name
	<b>4200 S. Hulen, Suite 676</b>
Address	Address
	<b>Fort Worth, TX 76109</b>
City, State, Zip	City, State, Zip
	<b>(817) 370-1515</b>
Phone Number	Phone Number
Loan Number	
Signature	Date



**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 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 NATIONAL ORIGIN COMPOSITION OF A NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING A CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMIONING WHETHER OR NOT, UNDER WHAT TERMS AND CONDITIONS, TO PROVIDE FINANCIAL ASSISTANCE.**

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

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

Federal Trade Commission  
Equal Credit Opportunity  
Washington, D.C. 20580  
(202) 724-1140

**ACKNOWLEDGEMENT OF RECEIPT**

I (we) received a copy of this notice.

---

Signature of Applicant

Date

---

Signature of Applicant

Date

**BORROWER’S CERTIFICATION AND AUTHORIZATION**

The undersigned certify the following:

1. I/We have applied for a mortgage loan from Fort Worth Home Mortgage Corporation, hereafter “The Mortgage Company”. In applying for this loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and sources of down payment, past and present employment and income information and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentation on the loan application or other documents, no did I/We omit any pertinent information.
2. If this is a streamline program, I/We understand and agree that The Mortgage Company 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 financial institution.
3. I/We agree to pay The Mortgage Company for all services obtained on my/our behalf including, but not limited to, appraisal, credit report, survey, pest inspection, and any updates as may be required.
4. 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:

1. I/We have applied for a mortgage loan from The Mortgage Company. As part of the application process, The Mortgage Company 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.
2. I/We authorize you to provide The Mortgage Company and any investor to whom The Mortgage Company may sell my/our mortgage, and 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.
3. The Mortgage Company or any investor that purchases the mortgage may address this authorization to any party named in the loan application
4. A copy of this authorization may be accepted as an original
5. Your prompt reply to The Mortgage Company, or investor that purchased the mortgage is appreciated.

\_\_\_\_\_  
Borrower’s Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Borrower’s Signature

\_\_\_\_\_  
Social Security Number

## SERVICING TRANSFER DISCLOSURE

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE 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 Procedures Act (RESPA) (12 U.S.C. 2601 et seq.) you have certain rights under federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow payments. If the loan servicer changes, there are certain procedures that must be followed. This statement generally explains these procedures.

### **Transfer Practices and Requirements**

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

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

### **Complaint Resolution**

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

### **Damage and Costs**

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

### **Servicing Transfer Estimates by Original Lenders**

The following is the best estimate of what will happen to the servicing of your mortgage loan: We do not service mortgage loans. We intend to sell, or transfer the servicing of your loan to another party. You will be notified at settlement regarding the servicer. We have in the past and will continue to transfer the servicing of 100% of the loans we have made.

### **ACKNOWLEDGEMENT OF MORTGAGE LOAN PAYMENT**

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

---

Signature of Applicant

Date

---

Signature of Applicant

Date



# IMPORTANT APPLICATION INFORMATION

Borrower Name (s): \_\_\_\_\_

Lender Name : \_\_\_\_\_

Property Address: \_\_\_\_\_

Date: \_\_\_\_\_

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR REQUESTING LOAN

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who requests a loan.

**What this means to you:** To comply with the U.S. Patriot Act, your lender is required to verify the identity of applicants applying for and opening new accounts. In addition to the information requested on your loan application, please include your date of birth and mailing address as follows:

Date of Birth (for all applicants):

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Mailing Address, for each applicant, if different (than the property address):

---

---

---

---

**We are also required to verify and copy your valid state driver's license or one of the other identifying documents listed below prior to you executing your closing documents:**

- Valid passport
- Military or Dependant ID
- Valid state ID
- Well know company ID with photo and pay stub from most recent pay period.
- Current School ID with photo
- U.S. Department of Homeland Security Alien Registration Receipt Card ("Green Card")
- Bank Credit Card with photo (i.e. Visa, MasterCard, etc.)

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

### FOR OFFICE USE ONLY:

Identification Document Name: \_\_\_\_\_

Document #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Place of Issuance: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

I, \_\_\_\_\_, certify that the attached identity information has been verified.  
(Please print name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## MORTGAGE BROKER/LOAN OFFICER DISCLOSURE

Mortgage Broker or Loan Officer: \_\_\_\_\_

License Number: \_\_\_\_\_

The information in this disclosure is provided to clarify the nature of our relationship, my duties to you, and how I am to be compensated as a Mortgage Broker or Loan Officer. This disclosure is a requirement of the Texas Mortgage Broker License Act.

Since I may be working for a company, references to "we or "us" refer to me and any company for which I am working.

*Check ALL that apply*

### Duties and Nature of Relationship

You, the applicant(s), have applied with us for a residential mortgage loan.

We will submit your loan application to a participating lender which we may from time to time contract upon such terms as you may request or a lender may require. In connection with this mortgage loan, we are acting as an independent contractor and not as your agent. We will enter into separate independent contractor agreements with various lenders. While we will seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest or best terms available in the market.

In connection with this mortgage loan, we are acting as an independent contractor and not as your agent. We will make your loan ourselves. We may either sell the loan to an investor or retain it. (You will receive a separate disclosure as to how we will handle servicing rights on any such loan.) We have a number of established independent contractor relationships with various investors to whom we sell closed loans. We are not an agent for any such investor in connection with the sale of a loan. While we will seek to assist you in meeting your financial needs, we cannot guarantee the lowest or best terms available in the market.

We will be acting as follows:

### How we will be compensated

The retail price we offer you – your interest rate, total points, and fees – will include our compensation. In some cases we may be paid all or part of our compensation by you or by the lender or investor. Alternatively, we may be paid a portion of our 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 and fees. Also, in some cases, if you would rather pay less up-front, you may be able to pay a higher rate, in which case some

or all of my compensation will be paid by the lender. We also may be paid by the lender based on other goods, services, or facilities performed or provided by us to the lender.

Our pricing for your loan is based upon current wholesale options available to us in the secondary market where closed loans are sold. Fees charged directly to you by us may vary depending on the type of loan for which you have applied.

At the time of this disclosure, we are receiving \$\_\_\_\_\_ in fees. The services which these fees are being charged include the following:

Application fee \$\_\_\_\_\_

Processing fee \$\_\_\_\_\_

Appraisal fee \$\_\_\_\_\_

Credit report fee \$\_\_\_\_\_

Automated underwriting fee \$\_\_\_\_\_

Other (list):

\_\_\_\_\_ \$\_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_

Of this amount, \$\_\_\_\_\_ is not refundable under any conditions.

The remainder of this amount will not be subject to refund at any time after we have ordered or obtained the services for which such fees are being collected.

The estimated fees which we will charge will be as shown on the good faith estimate which we are providing to you now or which we will provide you within three (3) days in accordance with the requirements of the Real Estate Settlement Procedures Act and its implementing regulations.

\_\_\_\_\_ IS LICENSED UNDER THE LAWS OF THE STATE OF TEXAS AND BY STATE LAW IS SUBJECT TO REGULATORY OVERSIGHT BY THE TEXAS SAVINGS AND LOAN DEPARTMENT. ANY CONSUMER WISHING TO FILE A COMPLAINT AGAINST \_\_\_\_\_ SHOULD COMPLETE, SIGN, AND SEND A COMPLAINT FORM TO THE TEXAS SAVINGS AND LOAN DEPARTMENT, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. COMPLAINT FORMS AND INSTRUCTIONS MAY BE DOWNLOADED AND PRINTED FROM THE DEPARTMENT'S WEB SITE LOCATED AT [WWW.TSLD.STATE.TX.US](http://WWW.TSLD.STATE.TX.US) OR OBTAINED FROM THE DEPARTMENT UPON REQUEST BY MAIL AT THE ADDRESS ABOVE, BY TELEPHONE AT ITS TOLL-FREE CONSUMER HOTLINE AT 1-877-276-5550, BY FAX AT (512) 475-1360, OR BY E-MAIL AT [TSLD@TSLD.STATE.TX.US](mailto:TSLD@TSLD.STATE.TX.US).

THE DEPARTMENT MAINTAINS THE MORTGAGE BROKER RECOVERY FUND TO MAKE PAYMENTS OF CERTAIN TYPES OF JUDGMENTS AGAINST A MORTGAGE BROKER OR LOAN OFFICER. NOT ALL CLAIMS ARE COMPENSABLE AND A COURT MUST ORDER THE PAYMENT OF A CLAIM FROM THE RECOVERY FUND BEFORE THE DEPARTMENT MAY PAY A CLAIM. FOR MORE INFORMATION ABOUT THE RECOVERY FUND, PLEASE CONSULT SUBCHAPTER F OF THE MORTGAGE BROKER LICENSE ACT ON THE DEPARTMENT'S WEB SITE REFERENCED ABOVE.

Applicant(s)	Mortgage Broker/Loan Officer
Signed: _____	Signed: _____
Name: _____	Name: _____
Date: _____	Date: _____
Signed: _____	
Name: _____	
Date: _____	



# Private Mortgage Insurance Disclosure - Adjustable Rate Mortgages

Borrower(s) : \_\_\_\_\_ Date : \_\_\_\_\_  
Property : \_\_\_\_\_  
Address : \_\_\_\_\_  
Loan Number : \_\_\_\_\_

You are obtaining a mortgage loan that requires private mortgage insurance ("PMI"). PMI protects lenders and others against financial loss when borrowers default. Charges for the insurance are added to your loan payments.

Under certain circumstances, federal law gives you the right to cancel PMI or requires that PMI automatically terminate. This disclosure describes when cancellation and termination may occur. Please note that PMI is not the same as property/casualty insurance -- such as homeowner's or flood insurance - which protects you against damage to the property. Cancellation or termination of PMI does not affect any obligation you may have to maintain other types of insurance. In this disclosure, "loan" means the mortgage loan you are obtaining; "you" means the original borrower (or his or her successors or assigns); and "property" means the property securing the mortgage loan.

## Borrower Requested Cancellation of PMI

You have the right to request that PMI be canceled on or after the following dates:

- (1) The date the principal balance of your loan is first **scheduled** to reach 80% of the original value of the property. For **balloon loans with either an adjustable interest rate or a conditional right to refinance, if applicable, this date will not be reached before the loan matures.**
- (2) The date the principal balance **actually** reaches 80% of the original value of the property.

"Original value" means the lesser of the contract sales price of the property or the appraised value of the property at the time the loan was closed. **If this loan refinances an existing loan secured by the property, "original value" means the appraised value relied on by the lender to approve this loan.**

You will be notified when these dates are reached.

PMI will only be canceled if all the following conditions are satisfied:

- (1) you submit a written request for cancellation;
- (2) you have a good payment history;
- (3) you are current on the payments required by your loan; and
- (4) we receive, if requested and at your expense, evidence that the value of the property has not declined below its original value, and certification that there are no subordinate liens on the property.

For purposes of PMI Cancellation, a good payment history means no payments 60 or more days past due within two years and nopayments 30 or more days past due within one year of the later of (a) the cancellation date, or (b) the date you submit a request for cancellation.

## Automatic Termination of PMI

If you are current on your loan payments, PMI will automatically terminate on the date the principal balance of your loan is first **scheduled** to reach 78% of the original value of the property. **For balloon loans with either an adjustable interest rate or a conditional right to refinance, if applicable, this date will not be reached before the loan matures.** This date is called the "termination date." If you are **not** current on your loan payments as of the termination date, PMI will automatically terminate on the first day of the month immediately following the date you thereafter become current on your payments. On or about the termination date, you will be notified that the PMI has been terminated or will be terminated when you become current on your loan payments.

## Exceptions to Cancellation and Automatic Termination

The cancellation and automatic termination requirements described above do not apply to certain loans that may present a higher risk of default. Your loan, however, does not fall into this category. Accordingly, the cancellation and automatic termination provisions described above apply to your loan.

I/we have received a copy of this disclosure.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

Calyx Form pmifxm.fm

# SERVICING DISCLOSURE STATEMENT

Lender: Fort Worth Home Mortgage  
P O Box 4927  
Horseshoe Bay , TX 78657

Date:

**NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.**

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

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

## **Transfer practices and requirements**

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

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

## **Complaint Resolution**

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

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

## **Damages and Costs**

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



## Request for Copy of Tax Return

**Do not sign this form unless all applicable lines have been completed.**  
**Read the instructions on page 2.**  
**Request may be rejected if the form is incomplete, illegible, or any required line was blank at the time of signature.**

OMB No. 1545-0429

Department of the Treasury  
Internal Revenue Service

**TIP:** You may be able to get your tax return or return information from other sources. If you had your tax return completed by a paid preparer, they should be able to provide you a copy of the return. The IRS can provide a **Tax Return Transcript** for many returns free of charge. The transcript provides most of the line entries from the tax return and usually contains the information that a third party (such as a mortgage company) requires. See **Form 4506-T, Request for Transcript of Tax Return**, or you can call 1-800-829-1040 to order a transcript.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> 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 tax return 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 return.

**CAUTION:** If a third party requires you to complete Form 4506, do not sign Form 4506 if lines 6 and 7 are blank.

**6** Tax return requested (Form 1040, 1120, 941, etc.) and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506.

**Note:** If the copies must be certified for court or administrative proceedings, check here.

**7** 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 eight years or periods, you must attach another Form 4506.

/ /	/ /	/ /	/ /
/ /	/ /	/ /	/ /

<b>8</b> Fee. There is a \$39 fee for each return requested. Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN or EIN and "Form 4506 request" on your check or money order.	
<b>a</b> Cost for each return	\$ 39.00
<b>b</b> Number of returns requested on line 7	
<b>c</b> Total cost. Multiply line 8a by line 8b	\$

**9** If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here.

**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 return 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 on behalf of the taxpayer.

Telephone number of taxpayer on line 1a or 2a

Signature (see instructions)	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	
Spouse's signature	Date

**General Instructions**

Section references are to the Internal Revenue Code.

**Purpose of form.** Use Form 4506 to request a copy of your tax return. You can also designate a third party to receive the tax return. See line 5.

**How long will it take?** It may take up to 60 calendar days for us to process your request.

**Tip.** Use Form 4506-T, Request for Transcript of Tax Return, to request tax return transcripts, tax account information, W-2 information, 1099 information, verification of non-filing, and record of account.

**Where to file.** Attach payment and mail Form 4506 to the address below for the state you lived in when that return was filed. There are two address charts: one for individual returns (Form 1040 series) and one for all other returns.

**Note:** If you are requesting more than one return and the chart below shows two different service centers, mail your request to the service center based on the address of your most recent return.

**Chart for individual returns (Form 1040 series)**

If you filed an individual return and lived in:	Mail to the Internal Revenue Service at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	RAIVS Team 310 Lowell St. Stop 679 Andover, MA 01810
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAIVS Team 4800 Buford Hwy. Stop 91 Chamblee, GA 30341
Arkansas, Kansas, Kentucky, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, West Virginia	RAIVS Team 3651 South Interregional Hwy. Stop 6716 Austin, TX 78741
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nebraska, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, Wyoming	RAIVS Team Stop 38101 Fresno, CA 93388
Connecticut, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, North Dakota, Ohio, Wisconsin	RAIVS Team Stop 6705 Kansas City, MO 64999
New Jersey, Pennsylvania, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team DP SE 135 Philadelphia, PA 19255-0695

**Chart for all other returns**

If you lived in or your business was in:	Mail to the Internal Revenue Service at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming	RAIVS Team Mail Stop 6734 Ogden, UT 84201
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800F Cincinnati, OH 45250

**Line 1b.** Enter your employer identification number (EIN) if you are requesting a copy of a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Signature and date.** Form 4506 must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the return be sent to a third party, the IRS must receive Form 4506 within 60 days of the date signed by the taxpayer or it will be rejected.

**Individuals.** Copies of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506 exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506 can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506 can be signed by any person who was a member of the partnership during any part of the tax period requested on line 7.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506 for a taxpayer only if this authority has been specifically delegated to the representative on Form 2848, line 5. Form 2848 showing the delegation must be attached to Form 4506.

**Privacy Act and Paperwork Reduction Act Notice.**

We ask for the information on this form to establish your right to gain access to the requested return(s) under the Internal Revenue Code. We need this information to properly identify the return(s) and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN or EIN, to process your request. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506 will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 16 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506 simpler, we would be happy to hear from you. You can write to Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6406, Washington, DC 20224. Do not send the form to this address. Instead, see **Where to file** on this page.

# Borrower Signature Authorization

**Privacy Act Notice:** This information 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).

## Part I - General Information

1. Borrower		2. Name and address of Lender/Broker Fort Worth Home Mortgage P O Box 4927 Horseshoe Bay, TX 78657 TEL: 830-596-1019 FAX: 830-596-1970	
3. Date	4. Loan Number		

## Part II - Borrower Authorization

I hereby authorize the Lender/Broker to verify my past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender/Broker to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date