



# Home Equity Loan Checklist

Effective as of December 2, 2019

**Submit application and notice** - Completed and signed Uniform Residential Loan Application and "Notice Concerning Extensions of Credit". If applying for joint credit, both applicants must initial the application. For Home Equity Line of Credit, the HELOC early disclosure is also required.

The following documents will be necessary to complete the application process:

- Home Equity Loan Questionnaire**
- Most Recent Deed of Trust (copy)**
- Verification of income for all applicants** - Income can be verified with copies of each applicant's most recent paystub or, if self-employed, two years tax returns and the most recent 6 months bank statements.
- Homeowners Insurance Policy (copy)**
- Mortgage Balance Statement (copy)** - verification of balance owed on any outstanding liens against the property.

**Closing Cost Information** – Austin Telco will pay all standard closing costs for new home equity loans under \$100,000 closed at a credit union branch. These costs include: title search, flood determination, credit report, Automated Valuation Model (AVM), and county filing fees. If necessary, additional fees for member requested appraisal, survey, and title company closing costs will be the responsibility of the borrower. Estimated costs will be disclosed upon receipt of application. Normal credit qualifying is required, rates, terms and fees may vary based on credit qualifications. Rates and terms for loans above \$200,000 may vary.

### Loan Terms and Conditions\*

#### TERMS

#### MINIMUM LOAN AMOUNT

as low as <b>2.80% A.P.R.</b> <sup>1</sup>	-- 5 year maximum term	\$15,000
as low as <b>3.25% A.P.R.</b> <sup>1</sup>	--10 year maximum term	\$15,000
as low as <b>3.45% A.P.R.</b> <sup>1</sup>	--15 year maximum term	\$25,000
as low as <b>3.65% A.P.R.</b> <sup>1</sup>	--20 year maximum term	\$25,000
as low as <b>5.25% A.P.R.</b> <sup>1,2</sup>	--15 year maximum term (HELOC)	\$10,000

Total loan amount cannot exceed 80% of home value (inclusive of all other liens); HELOC line of credit limit cannot exceed 70% of home value.

Loan amounts of \$100,000 and above require a certified\* appraisal and title insurance, and will be closed at the title company (borrower's expense). Loans below \$100,000 will be closed at an Austin Telco's branch location.

Property must be owner occupied, single family homestead residence located in the Austin MSA (Travis, Williamson, Hays, Bastrop, and Caldwell counties), and in accordance with all provisions of Section 50(a)(6), Article XVI, of the Texas Constitution.

Only one Home Equity loan is allowed on the property per 12 month period.

Loan closing date will be set after title and flood search review; no earlier than the required 12 day waiting period.

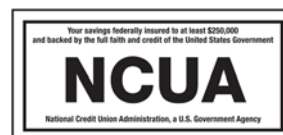
Loan funding will occur no earlier than the 3rd business day following the loan closing; as required by Texas law.

\* **With approved credit, normal qualifying applies, terms are subject to change without notice.**

<sup>1</sup> **Annual Percentage Rate; rates and terms will be determined by the overall credit worthiness of each applicant. Rates and terms for loans above \$200,000 may vary.**

<sup>2</sup> **Variable rate, 5 year draw period, 10 year repayment period.**

If you have any questions, please feel free to contact a member of our loan department at (512) 302-5555 ext 7194. Austin Telco NMLS # 422857



## Home Equity Loan Questionnaire

Member Name: _____	Acct. Num: _____	Date: _____
Property Address (Including Zip Code) _____		

In order to process your loan request in the timeliest manner possible, please review and answer the following questions regarding your property listed above.

- Are you requesting a variable rate Home Equity Line of Credit (HELOC) or a fixed rate Home Equity loan (HE Loan)? [ ] HE Loan [ ] HELOC
- Loan Proceeds Purpose \_\_\_\_\_
- Current Property Value \$ \_\_\_\_\_
- Current Annual Homeowners Insurance Premium \$ \_\_\_\_\_
- Current Annual Homeowner's Association Fee (if any) \$ \_\_\_\_\_
- Do you currently live at the property listed above? [ ] Yes [ ] No
- Is the property listed above your homestead? [ ] Yes [ ] No
- Is the property listed above larger than 10 acres? [ ] Yes [ ] No
- Is the property listed above a duplex, condominium, or mobile home? [ ] Yes [ ] No
- Does the property listed above have an agricultural exemption? [ ] Yes [ ] No
- Does the property listed above have any additional owners besides you and/or your spouse? (ALL owners must sign all documents) [ ] Yes [ ] No
- Is the property listed above security for any other mortgages or debts? [ ] Yes [ ] No
- Have you ever obtained a Home Equity or Cash-back loan on this property? [ ] Yes [ ] No
- Is the property listed above held in the name of a Trust? [ ] Yes [ ] No
- Will the proceeds be used for Home Improvement purposes? [ ] Yes [ ] No
- Are there any unpaid judgments or federal tax liens owed by any applicants? [ ] Yes [ ] No
- Do you have or claim any other property as your homestead for tax purposes? [ ] Yes [ ] No
- Powers of Attorney and mail-out closings are not permitted. Are all parties available and capable of signing all documents? [ ] Yes [ ] No

I/We acknowledge that the above information has been provided truthfully and to the best of our ability. I/We understand the Austin Telco Federal Credit Union will rely upon and accept as true these representations in regards to our request for an extension of credit in accordance with Section 50(a)(6) Article XVI of the Texas Constitution.

Member Name: _____	Member Name: _____
Signature: <b>X</b> _____ Date _____	Signature: <b>X</b> _____ Date _____

## Consent for Electronic Documents

By signing below, you are consenting for Austin Telco Federal Credit Union (“We”, “Us”) to provide required disclosures to you electronically. This consent for electronic delivery applies to all required disclosures regarding your home equity loan request, and is effective until withdrawn by you. Agreeing to accept disclosures electronically means that once we present them to you, and, if required, you accept them, they will apply to you and your loan request. It also means that we may not mail you copies of disclosures that are provided electronically. Accordingly, you should print or otherwise retain a copy for your records of this disclosure and all other disclosures you receive electronically.

Listed below are some of the disclosures you may receive electronically:

- Loan Estimate;
- Closing Disclosure;
- Home Equity Notice;
- Notice of Intent to Proceed;
- Notice to Home Loan Applicant;
- Risk-Based Pricing Notice – Credit Score;
- Any other disclosures that we are required to provide.

We may, at our discretion, choose to send paper copies of disclosures to you even though we made or could have made them available to you electronically.

You can withdraw your consent to electronic delivery, but doing so will not affect the legal effectiveness, validity, or enforceability of the electronic documents that were provided to you before your withdrawal became effective.

You can request that we send you a paper copy of any disclosure that was originally provided electronically, withdraw your consent to receive future documents electronically, or provide us with updated information about how we can contact you electronically by writing to us or by using a method that may be made available to you on this website. If your e-mail address changes, you must provide us with the new address before the change either by writing to us or by using a method that may be made available to you on this website.

You may address any inquiries or questions to Austin Telco FCU by visiting [www.austintelco.org](http://www.austintelco.org), sending us an e-mail at [loans@atfcu.org](mailto:loans@atfcu.org), calling us at 512-302-5555, or writing us at:

**Austin Telco Federal Credit Union**  
**8929 Shoal Creek Blvd**  
**Austin, Tx 78757**

In order to receive electronic disclosures, you will need a working connection to the Internet. In addition you will need the following minimum software/hardware requirements: Chrome or Firefox (current version), Internet Explorer 8+, Safari 6.2+, Apple iOS 6.0 or above, Android 4.0 or above, Acrobat or similar software to view and print PDF files. You will also need either a printer connected to your computer to print documents or sufficient hard drive space available to save the information.

We may change this disclosure by posting the revised version on our website. By signing below, you are confirming that you consent to electronic delivery of disclosures, that your system meets the requirements described above, that you are able to access disclosures presented on our website or via e-mail, and that you can either print or electronically store these disclosures.

Member Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: **X** \_\_\_\_\_ Acct. Num: \_\_\_\_\_ Date: \_\_\_\_\_

## Consent for Electronic Documents

By signing below, you are consenting for Austin Telco Federal Credit Union (“We”, “Us”) to provide required disclosures to you electronically. This consent for electronic delivery applies to all required disclosures regarding your home equity loan request, and is effective until withdrawn by you. Agreeing to accept disclosures electronically means that once we present them to you, and, if required, you accept them, they will apply to you and your loan request. It also means that we may not mail you copies of disclosures that are provided electronically. Accordingly, you should print or otherwise retain a copy for your records of this disclosure and all other disclosures you receive electronically.

Listed below are some of the disclosures you may receive electronically:

- Loan Estimate;
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- Home Equity Notice;
- Notice of Intent to Proceed;
- Notice to Home Loan Applicant;
- Risk-Based Pricing Notice – Credit Score;
- Any other disclosures that we are required to provide.

We may, at our discretion, choose to send paper copies of disclosures to you even though we made or could have made them available to you electronically.

You can withdraw your consent to electronic delivery, but doing so will not affect the legal effectiveness, validity, or enforceability of the electronic documents that were provided to you before your withdrawal became effective.

You can request that we send you a paper copy of any disclosure that was originally provided electronically, withdraw your consent to receive future documents electronically, or provide us with updated information about how we can contact you electronically by writing to us or by using a method that may be made available to you on this website. If your e-mail address changes, you must provide us with the new address before the change either by writing to us or by using a method that may be made available to you on this website.

You may address any inquiries or questions to Austin Telco FCU by visiting [www.austintelco.org](http://www.austintelco.org), sending us an e-mail at [loans@atfcu.org](mailto:loans@atfcu.org), calling us at 512-302-5555, or writing us at:

***Austin Telco Federal Credit Union***  
***8929 Shoal Creek Blvd***  
***Austin, Tx 78757***

In order to receive electronic disclosures, you will need a working connection to the Internet. In addition you will need the following minimum software/hardware requirements: Chrome or Firefox (current version), Internet Explorer 8+, Safari 6.2+, Apple iOS 6.0 or above, Android 4.0 or above, Acrobat or similar software to view and print PDF files. You will also need either a printer connected to your computer to print documents or sufficient hard drive space available to save the information.

We may change this disclosure by posting the revised version on our website. By signing below, you are confirming that you consent to electronic delivery of disclosures, that your system meets the requirements described above, that you are able to access disclosures presented on our website or via e-mail, and that you can either print or electronically store these disclosures.

Member Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: **X** \_\_\_\_\_ Acct. Num: \_\_\_\_\_ Date: \_\_\_\_\_

**Austin Telco Federal Credit Union**

8929 Shoal Creek Blvd

Austin, TX 78757-6819

Telephone: 512-302-5555

Fax Number: 512-302-3333

Web Address: <http://www.atfcu.org>

Lender

Borrower

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## HOME EQUITY LINE OF CREDIT

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

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

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

**3. POSSIBLE ACTIONS.** Under certain circumstances, we can:

- A. Terminate your line of credit and require you to pay us the entire outstanding balance in one payment;
- B. Refuse to make additional extensions of credit; and
- C. Reduce your credit limit.

If you ask, we will give you more specific information about when we can take these actions.

**4. MINIMUM PAYMENT REQUIREMENTS.** You can obtain credit advances for 60 months (the "draw period"). During this period, payments will be due monthly. Your minimum monthly payment will equal the greater of the following:

- \* The amount of accrued finance charges on the last day of the billing cycle; or
- \* \$50.00.

The minimum payment amount will be rounded to the nearest \$.01. Whenever a flat dollar amount is used to determine the minimum payment however, the minimum payment will be rounded to the nearest \$.01. The minimum monthly payments during the draw period may not reduce the principal that is outstanding on your line of credit.

After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance on your line of credit (the "repayment period.") The length of the repayment period is 120 months. During the repayment period, payments will be due monthly. Your minimum monthly payment will equal the following:

- \* An amortized payment of the loan account balance on the last day of the draw period. This balance will be amortized over 120 months.

The minimum payment will change whenever the annual percentage rate changes. The minimum payment amount will be rounded to the nearest \$.01. The minimum monthly payments may not be sufficient to fully repay the principal that is outstanding on your line of credit by the end of the repayment period. If they are not, you will, to the extent permitted by law, be required to pay the entire balance in a single payment.

**5. MINIMUM PAYMENT EXAMPLE.** If you made only the minimum monthly payment and took no other credit advances, it would take 15 years to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 6.000%. During that period, you would make 60 payments of \$50.00 followed by 119 payments of \$111.02, with a final payment of \$111.04.

**6. FEES AND CHARGES.** To open and maintain a line of credit, you must pay the following fees to us:

- \* Returned Check Charges: \$27.50

Note that some fees may only apply upon the occurrence of an event and have been provided for informational purposes only.

You must also pay certain fees to third parties, such as appraisers, credit reporting firms, and government agencies. These fees generally total \$2,393.50. The following are an estimate of third party fees:

- \* Appraisal: \$650.00
- \* Recording - Deed: \$58.00
- \* Tax Certification: \$43.30
- \* Title Insurance: \$1,292.20
- \* Closing Fee: \$350.00

You must carry insurance on the property that secures the line of credit.

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

**8. MINIMUM DRAW REQUIREMENTS.** The minimum initial credit advance must be at least \$4,000.00.

**9. LIMITATIONS ON ADVANCES OF CREDIT.** You are limited to obtaining no more than 6 extensions of credit per every 12 month(s).

The maximum principal amount that may be advanced, when added to the aggregate total of the outstanding principal balances of all indebtedness secured by your homestead as of the date the Home Equity Line of Credit is established, may not exceed 80% of the fair market value of the homestead. The fair market value of the homestead is established at the time the extension of credit is established.

**10. TAX DEDUCTIBILITY.** You should consult a tax advisor regarding the deductibility of interest and charges for the line of credit.

**11. AVAILABILITY OF OTHER HOME EQUITY PLANS.** If you ask, we will provide you with information on our other available home equity lines of credit.

**12. VARIABLE RATE FEATURES.** This line of credit has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment can change as a result. The annual percentage rate includes only interest and not other costs. The annual percentage rate is based on the value of an index. The index is the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate and is published daily in the Wall Street Journal. To determine the annual percentage rate that will apply to your line of credit, we add a margin to the value of the index and then round to the nearest .001 percent. Ask us for the current index value, margin, and annual percentage rate. After you open a line of credit, rate information will be provided on periodic statements that we send you.

**13. RATE CHANGES.** The annual percentage rate can change every 3 months after remaining fixed for 1 day. The rate cannot increase or decrease by more than 0.500 percentage points(s) per adjustment. The maximum **ANNUAL PERCENTAGE RATE** that can apply during the line of credit is 12.000 percent. The minimum **ANNUAL PERCENTAGE RATE** that can apply during the line of credit is 3.750 percent.

**14. MAXIMUM RATE AND PAYMENT EXAMPLES.** If you had an outstanding balance of \$10,000.00 at the beginning of the draw period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 12.000 percent would be \$100.00. The maximum annual percentage rate during the draw period, could be reached in the 34th month (2 years, 10 months) following an initial hold of 1 day.

If you had an outstanding balance of \$10,000.00 at the beginning of the repayment period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 12.000 percent would be \$143.47. The maximum annual percentage rate during the repayment period, could be reached in the 37th month (3 years, 1 month).

**15. HISTORICAL EXAMPLES.** The following table shows how the annual percentage rate and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the index over the last 15 years. The index values are from the first business day of February. While only one payment amount per year is shown, payments would have varied during each year. The table assumes that no additional credit advances were taken, that only the minimum payment was made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments would change in the future.

Year	Index (%)	Margin* (%)	ANNUAL PERCENTAGE RATE (%)	Minimum Monthly Payment (\$)
2005	5.250	0.500	5.750	50.00
2006	7.500	0.500	7.750 (B)	64.42
2007	8.250	0.500	8.750	72.73
2008	6.000	0.500	6.750 (C)	56.11
2009	3.250	0.500	4.750 (C)	50.00
2010 (O)	3.250	0.500	3.750	98.51
2011	3.250	0.500	3.750	98.51
2012	3.250	0.500	3.750	98.51
2013	3.250	0.500	3.750	98.52
2014	3.250	0.500	3.750	98.51
2015	3.250	0.500	3.750	98.52
2016	3.500	0.500	4.000	99.00
2017	3.750	0.500	4.250	99.38
2018	4.500	0.500	5.000	100.14
2019	5.500	0.500	6.000	100.68

\* This is a margin we have used recently; your margin may be different.

(B) This rate reflects a 0.500 percentage point annualized cap on increases.

(C) This rate reflects a 0.500 percentage point annualized cap on decreases.

(O) The repayment period begins in this year.

This is not a commitment to make a loan.

You hereby acknowledge receipt of this Home Equity Plan Disclosure and a copy of the Home Equity Brochure on today's date.

\_\_\_\_\_ Date \_\_\_\_\_  
 6cffck Yf %

\_\_\_\_\_ Date \_\_\_\_\_  
 6cffck Yf &

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

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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;
- (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 CLOSES; 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**

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THE FOREGOING NOTICE.

**Borrower(s)**

**X** \_\_\_\_\_  
Signature Date

**X** \_\_\_\_\_  
Signature Date

## Home Equity Loans - FREQUENTLY ASKED QUESTIONS

### WHAT IS A HOME EQUITY LOAN?

Home equity loans fall under the provisions of Section 50(a)(6), Article XVI, of the Texas Constitution. A home equity loan can be for any legal purpose which uses the equity (the difference between the home's value and any outstanding debts against the home) in a member's home for collateral. For home equity lending, Texas law restricts the total amount of all loans secured by the homestead to a maximum of 80% of the home's value. Texas home equity loans can be a closed end loan with substantially equal payments over a fixed period of time, or an open end Home Equity Line of Credit (HELOC).

### WHAT PROPERTIES CAN BE CONSIDERED?

The property used for collateral must be a single-family, owner-occupied homestead property, located within the Austin Metropolitan Statistical Area (Travis, Williamson, Hays, Bastrop and Caldwell counties). Qualifying properties are defined as either urban or rural. Urban properties consist of not more than 10 acres of land with any improvements contained thereon, within the limits of a municipality or its extraterritorial jurisdiction, or a platted subdivision; AND served by police protection, paid or volunteer fire protection, and at least three of the following services provided by a municipality or under contract to a municipality: electric, natural gas, sewer, storm sewer, or water. Rural property shall consist of not more than 200 acres for a family (100 acres for a single, adult person not otherwise entitled to a homestead), with the improvements thereon.

### WHAT FEES CAN I EXPECT TO PAY?

Austin Telco will pay all standard closing costs for new home equity loans under \$100,000 closed at a credit union branch. These costs include: title search, flood determination, credit report, Automated Valuation Report, and county filing fees. If necessary, additional fees for borrower requested appraisal, survey, and title company closing costs will be the responsibility of the borrower. Estimated costs will be disclosed upon receipt of application. Normal credit qualifying is required; rates, terms and fees may vary based on credit qualifications. Rates and terms for loans above \$200,000 may vary.

- **Valuation** - most home equity loans can be underwritten using an Automated Valuation Model. However, if the loan amount is \$100,000 or larger, or at the borrower's request, an appraisal may be ordered by Austin Telco and paid for by the borrower. Appraisals typically cost between \$500 and \$650.
- **Title Insurance** - usually required only on loan amounts of \$100,000 and above. Borrower will be charged the actual cost of the title insurance policy and any costs for a title company closing (if applicable).
- **Closing costs** - most home equity loans will be closed at the Shoal Creek office of Austin Telco. If a borrower is unable to close at our office, they will pay any fees charged by the Title Company or lawyer who conducts the closing.

### HOW MUCH CAN I BORROW FROM AUSTIN TELCO?

- The home equity loan and all other loans secured by the property (first mortgage, home improvement loan, etc.) cannot exceed 80% of the fair market value of the home. In addition, a Home Equity Line of Credit (HELOC) and all other loans secured by the property cannot exceed 70% of the fair market value of the home.
- The minimum home equity loan is \$15,000.
- Normal qualifying applies, the actual amount you may borrow will depend on our normal credit criteria.

### WHAT ARE THE TERMS?

Loan rates are expressed as Annual Percentage Rate (A.P.R.) Rates, fees and terms will vary according to the credit worthiness of each applicant, the amount borrowed and the length of the loan. Rates and terms are subject to change without notice. Rates and terms for loans above \$200,000 may vary. For current rates and terms please contact the credit union.

**Effective as of December 2, 2019 the current rates and terms are as follows:**

5 Years	- as low as 2.80% fixed A.P.R.*	(minimum loan amount of \$15,000)
10 Years	- as low as 3.25% fixed A.P.R.*	(minimum loan amount of \$15,000)
15 Years	- as low as 3.45% fixed A.P.R.*	(minimum loan amount of \$25,000)
20 Years	- as low as 3.65% fixed A.P.R.*	(minimum loan amount of \$25,000)
HELOC	- as low as 5.25% variable A.P.R.*	(minimum loan amount of \$10,000)

\*Annual Percentage Rate - actual rate may vary based on credit qualifications

### WHAT DOCUMENTS WILL I NEED TO COMPLETE THE LOAN PROCESS?

- Home Equity Loan Questionnaire
- Completed and signed loan application and "Notice Concerning Extensions of Credit"
- Home Equity Line of Credit Early Disclosure – (HELOC's only)
- Copy of Deed of Trust and/or Warranty Deed
- Verification of income - most recent paystubs, or two years tax returns and most recent 6 months bank statements for self-employed individuals.
- Estimate of the home's current value - copy of tax appraisal
- Verification of the current balance of any mortgage loan or other liens against the property.
- Copy of homeowner's insurance policy (mandatory) and flood insurance policy (if required)

### Other Information

- A Home Equity Deed of Trust will be taken on the home.
- The Telco home equity loan must be in either a first or second lien position.
- Only one home equity loan is allowed on the property per 12 month period.
- The spouse of the owner must sign the closing documents whether or not they are on the deed.
- Loan documents must be signed at the credit union, a title company, or lawyer's office.

If you have any questions, please feel free to contact a member of our loan department at (512) 302-5555 ext 7194.



# Universal Credit Application

## (Consumer Real Estate)

	Lender Use Only
Lender Case No./HMDA ULI	HMDA Reportable <input type="checkbox"/> Yes <input type="checkbox"/> No
	Census Tract <input type="checkbox"/> Yes <input type="checkbox"/> No

### 1. Type of Application

(Check only one of the four checkboxes; and sign, if joint credit. Use another application if more than two applicants.)

- Individual Credit.** If checked, this is an *Application for Individual Credit* - relying **solely** on my income and assets.
- Individual Credit with Another.** If checked, this is an *Application for Individual Credit* - relying on my income and assets **and** on income and/or assets of another as a basis for loan qualification. (Complete *Applicant and Co-Applicant sections.*)
- Individual Credit (Community Property State).** If checked, this is an *Application for Individual Credit* - relying on my income or assets. The income or assets of my spouse (or other person), who has community property rights pursuant to state law, will not be used as a basis for loan qualification. However, his or her liabilities must be considered because my spouse (or other person) has community property rights pursuant to applicable law, and, as Applicant, I reside in a community property state, the property that will secure the loan is located in a community property state, or I am relying on other property located in a community property state as a basis for repayment of the loan. (Complete *Applicant and Co-Applicant sections.*)
- Joint Credit.** If checked, this is an *Application for Joint Credit.* By signing below, the Applicant and Co-Applicant agree that each of us intend to apply for joint credit. (Complete *Applicant and Co-Applicant sections.*)

X

Applicant for Joint Credit

X

Co-Applicant for Joint Credit

### 2. Terms of Credit Requested

Type of Credit	Amount Requested	Interest Rate Type	Term of Credit (in Months)
<input type="checkbox"/> Loan <input type="checkbox"/> Line of Credit	\$	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/>	

### 3. Property Information and Loan Purpose

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

### Applicant

### 4. Applicant Information

### Co-Applicant

Applicant's Name				Co-Applicant's Name			
Social Security No.	Primary Phone	<input type="checkbox"/> Cell	Date of Birth	Social Security No.	Primary Phone	<input type="checkbox"/> Cell	Date of Birth
ID Type & No.	Issued By	Issue Date	Exp. Date	ID Type & No.	Issued By	Issue Date	Exp. Date
E-mail Address				E-mail Address			
<input type="checkbox"/> Married	<input type="checkbox"/> Separated	Dependents (not listed by Co-Applicant)		<input type="checkbox"/> Married	<input type="checkbox"/> Separated	Dependents (not listed by Applicant)	
<input type="checkbox"/> Unmarried (including single, divorced, widowed)	No. Ages			<input type="checkbox"/> Unmarried (including single, divorced, widowed)	No. Ages		
Present Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> ____ No. Yrs. ____				Present Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> ____ No. Yrs. ____			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			
Former Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> ____ No. Yrs. ____				Former Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> ____ No. Yrs. ____			

Applicant		5. Employment Information		Co-Applicant	
Name & Address of Employer <input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer <input type="checkbox"/> 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	Position/Title/Type of Business	Business Phone		

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

Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)
	Business Phone		Business Phone
Position/Title/Type of Business	Gross Monthly Income \$	Position/Title/Type of Business	Gross Monthly Income \$
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)
	Business Phone		Business Phone
Position/Title/Type of Business	Gross Monthly Income \$	Position/Title/Type of Business	Gross Monthly Income \$

### 6. Monthly Income and Combined Housing Expense Information

Gross Monthly Income	Applicant	Co-Applicant	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	\$	\$
<b>Total</b>	\$	\$	\$	<b>Total</b>	\$	\$

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

A/C	Describe Other Income	Notice: Alimony, child support, or separate maintenance income need not be revealed if the Applicant (A) or Co-Applicant (C) does not choose to have it considered for repaying this loan.	Monthly Amount
			\$
			\$
			\$

### 7. Assets and Liabilities

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Applicants 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-Applicant section* was completed about a non-applicant spouse or other person, this Statement and supporting schedules must also be completed about that spouse or other person.

Completed  Jointly  Not Jointly

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

Property Address (enter S if sold, PS if pending sale, R if rental for income or O for other) ▼	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

**7. Assets and Liabilities (Continued)**

Assets		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.			
Description	Cash or Market Value	Liabilities		Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:	\$	Name and address of Company		\$ Payment/ Months	\$
<b>List checking and savings accounts below</b>		Name and address of Bank, S&L, or Credit Union		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/ Months	\$
Acct. no.	\$	Acct. no.		<input type="checkbox"/> Revolving	
Stocks & Bonds (Company name/number & description)	\$	Name and address of Company		\$ Payment/ Months	\$
		Acct. no.		<input type="checkbox"/> Revolving	
Life Insurance net cash value Face amount: \$	\$	Name and address of Company		\$ Payment/ Months	\$
<b>Subtotal Liquid Assets</b>	\$				
Real estate owned (enter market value from schedule of real estate owned)	\$	Name and address of Company		\$ Payment/ Months	\$
		Acct. no.		<input type="checkbox"/> Revolving	
Vested interest in retirement fund	\$	Name and address of Company		\$ Payment/ Months	\$
Net worth of business(es) owned (attach financial statement)	\$	Acct. no.		<input type="checkbox"/> Revolving	
Automobiles owned (make and year)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:		\$	
		Job-Related Expense (child care, union dues, etc.)		\$	
Other Assets (itemize)	\$				
		<b>Total Monthly Payments</b>		\$	
Other Assets (from continuation page, if any)	\$	Other Liabilities (from continuation page, if any)			\$
<b>Total Assets (a)</b>	\$	<b>Net Worth (a - b)</b>		\$	<b>Total Liabilities (b)</b>
					\$

**8. Declarations**

	Applicant		Co-Applicant			Applicant		Co-Applicant	
	Yes	No	Yes	No		Yes	No	Yes	No
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have you been declared bankrupt within the past 10 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

### 8. Declarations (Continued)

	Applicant		Co-Applicant			Applicant		Co-Applicant	
	Yes	No	Yes	No		Yes	No	Yes	No
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		(2) How did you hold title to the home -- solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	_____	_____	_____
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n. Are there any other equity loans on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Are you a U.S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
l. Do you intend to occupy the property as your primary residence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

### 9. Continuation and Additional Information

**Instructions.** Use this section if you need more space to complete the Universal Credit Application. Mark "A" for Applicant and "C" for Co-Applicant. Use this space if you answered "Yes" to any of the questions in Section 8.

### 10. Federal Notices

**Important Information to Applicant(s).** 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 applies for a loan or opens an account.

**What this means for you.** When you apply for a loan or open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license and/or other identifying documents. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

**False Statements.** By signing below, 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.*

### 11. State Notices

**California Residents.** Each applicant, if married, may apply for a separate account.

**Massachusetts Residents.** Under Massachusetts statute, Mass. Gen. L. ch. 184, Section 17B, you, the Applicant (and Co-Applicant) are entitled to know the following:

1. The responsibility of the attorney for the Mortgagee is to protect the interest of the Mortgagee.
2. Mortgagors may, at their own expense, engage an attorney of their own selection to represent their interests in the transaction.

For Home Equity Line of Credit. The current annual percentage rate for finance charges and, if the rate may vary, a statement to that effect and of the circumstances under which the rate may increase and whether there are any limitations on any such increase, as well as the effects of any such increase; the conditions under which a finance charge may be imposed, including the time period within which any credit extended may be repaid without incurring a finance charge; whether any annual fee is charged and the amount of any such fee; and whether any other charges or fees may be assessed, the purposes for which they are assessed, and the amounts of any such charges or fees.

**New York Residents.** A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered, we will tell you the name and address of the consumer reporting agency that provided the report. Subsequent reports may be ordered or utilized in connection with an update, renewal or extension of credit for which you have applied.

**Ohio Residents.** The Ohio laws against discrimination require all creditors make credit equally available to all creditworthy 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.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Texas Residents.** The owner of the homestead is not required to apply the proceeds of the extension of credit to repay another debt except debt secured by the homestead or debt to another lender.

**Wisconsin Residents.** Notice to Married Applicants. No provision of any marital property agreement, unilateral statement under Wisc. Statutes §766.59 or a court decree under Wisc. Statutes §766.70 adversely affects the interest of the lender unless the lender, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the lender is incurred.

For married Wisconsin Residents. The credit being applied for, if granted, will be incurred in the interest of my marriage or family. I understand the creditor may be required by law to give notice of this transaction to my spouse.

### 12. Acknowledgment 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

## 12. Acknowledgment and Agreement (Continued)

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.

**Consent.** You authorize us to contact you using any of the telephone numbers listed on this Credit Application or that you subsequently provide us in connection with your credit account - regardless whether the number we use is assigned to a paging service, cellular telephone service, specialized mobile radio service or other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, text and email and through the use of pre-recorded/artificial voice messages or an automated dialing device.

**Acknowledgment.** 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.

**X** \_\_\_\_\_  
Applicant's Signature Date

**X** \_\_\_\_\_  
Co-Applicant's Signature Date

## 13. Demographic Information

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, sex, and race) 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 designations for "Ethnicity" 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, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Applicant	Co-Applicant
<p><b>Ethnicity - Check one or more</b></p> <p><input type="checkbox"/> Hispanic or Latino  <input type="checkbox"/> Mexican    <input type="checkbox"/> Puerto Rican    <input type="checkbox"/> Cuban  <input type="checkbox"/> Other Hispanic or Latino - <i>Print origin:</i></p> <p style="text-align: center;"><i>For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on</i></p> <p><input type="checkbox"/> Not Hispanic or Latino  <input type="checkbox"/> I do not wish to provide this information</p>	<p><b>Ethnicity - Check one or more</b></p> <p><input type="checkbox"/> Hispanic or Latino  <input type="checkbox"/> Mexican    <input type="checkbox"/> Puerto Rican    <input type="checkbox"/> Cuban  <input type="checkbox"/> Other Hispanic or Latino - <i>Print origin:</i></p> <p style="text-align: center;"><i>For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on</i></p> <p><input type="checkbox"/> Not Hispanic or Latino  <input type="checkbox"/> I do not wish to provide this information</p>
<p><b>Race - Check one or more</b></p> <p><input type="checkbox"/> American Indian or Alaska Native - <i>Print name of enrolled or principal tribe:</i></p> <p><input type="checkbox"/> Asian  <input type="checkbox"/> Asian Indian    <input type="checkbox"/> Chinese    <input type="checkbox"/> Filipino  <input type="checkbox"/> Japanese    <input type="checkbox"/> Korean    <input type="checkbox"/> Vietnamese  <input type="checkbox"/> Other Asian - <i>Print race:</i></p> <p style="text-align: center;"><i>For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.</i></p> <p><input type="checkbox"/> Black or African American  <input type="checkbox"/> Native Hawaiian or Other Pacific Islander  <input type="checkbox"/> Native Hawaiian    <input type="checkbox"/> Guamanian or Chamorro    <input type="checkbox"/> Samoan  <input type="checkbox"/> Other Pacific Islander - <i>Print race:</i></p> <p style="text-align: center;"><i>For example: Fijian, Tongan, and so on.</i></p> <p><input type="checkbox"/> White  <input type="checkbox"/> I do not wish to provide this information</p>	<p><b>Race - Check one or more</b></p> <p><input type="checkbox"/> American Indian or Alaska Native - <i>Print name of enrolled or principal tribe:</i></p> <p><input type="checkbox"/> Asian  <input type="checkbox"/> Asian Indian    <input type="checkbox"/> Chinese    <input type="checkbox"/> Filipino  <input type="checkbox"/> Japanese    <input type="checkbox"/> Korean    <input type="checkbox"/> Vietnamese  <input type="checkbox"/> Other Asian - <i>Print race:</i></p> <p style="text-align: center;"><i>For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.</i></p> <p><input type="checkbox"/> Black or African American  <input type="checkbox"/> Native Hawaiian or Other Pacific Islander  <input type="checkbox"/> Native Hawaiian    <input type="checkbox"/> Guamanian or Chamorro    <input type="checkbox"/> Samoan  <input type="checkbox"/> Other Pacific Islander - <i>Print race:</i></p> <p style="text-align: center;"><i>For example: Fijian, Tongan, and so on.</i></p> <p><input type="checkbox"/> White  <input type="checkbox"/> I do not wish to provide this information</p>
<p><b>Sex</b></p> <p><input type="checkbox"/> Female    <input type="checkbox"/> Male    <input type="checkbox"/> I do not wish to provide this information</p>	<p><b>Sex</b></p> <p><input type="checkbox"/> Female    <input type="checkbox"/> Male    <input type="checkbox"/> I do not wish to provide this information</p>



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

<b>Applicant</b>	<b>Co-Applicant</b>
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 ethnicity 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
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 race of the Co-Applicant collected on the basis of visual observation or surname? <input type="checkbox"/> Yes <input type="checkbox"/> No

**For Mortgage Loan Originator**

**This information**     Mail or Fax     E-mail or Internet  
**was provided through:**     Telephone Interview     Face-To-Face Interview (includes Electronic Media with Video Component)

<b>Loan Originator's Signature</b>	<b>Date</b>	<b>Loan Originator's Phone Number</b>
X		
<b>Loan Originator's Name</b>	<b>Loan Originator Identifier</b>	<b>Loan Origination Company's Address</b>
<b>Loan Origination Company's Name</b>	<b>Loan Origination Company Identifier</b>	

**Transaction Worksheet - Optional**

a. Purchase price	\$	k. Applicant's closing costs paid by Seller	\$
b. Alterations, improvements, repairs	\$	l. Other Credits (explain)	\$
c. Land (if acquired separately)	\$		
d. Refinance (include debts to be paid off)	\$		
e. Estimated prepaid items	\$	m. Loan amount (exclude PMI, MIP, Funding Fee financed)	\$
f. Estimated closing costs	\$	n. PMI, MIP, Funding Fee financed	\$
g. PMI, MIP, Funding Fee	\$	o. Loan amount (add m & n)	\$
h. Discount (if Applicant will pay)	\$	p. Cash from/to Applicant (subtract j, k, l & o from i)	\$
<b>i. Total costs (add items a through h)</b>	\$		
j. Subordinate financing	\$		

**For Lender's Use**

<b>Lender's Initial Lien Position</b> <input type="checkbox"/> First Lien <input type="checkbox"/> Second Lien <input type="checkbox"/> Subordinate Lien	<b>First Lien Holder's Name &amp; Address (if any)</b>  <b>Loan No.</b>	<b>Second Lien Holder's Name &amp; Address (if any)</b>  <b>Loan No.</b>	
<b>Date Application Received</b>	<b>Received By</b>	<b>Amount Requested</b> \$	
<b>Decision</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>Decision Date</b>	<b>Decision By</b>	
<b>Interest Rate</b> Fixed/Index:            % Margin                    points	<b>Amount Approved</b> \$	<b>Initial Advance (if applicable)</b>	<b>Funding Date</b>
<b>Refinancing</b> <input type="checkbox"/> Yes <input type="checkbox"/> Cash Out	<b>Rescindable</b> <input type="checkbox"/> Yes	<b>Early Disclosures Given</b> <input type="checkbox"/> Yes, on	<b>High Cost Mortgage</b> <input type="checkbox"/> Yes <b>High Priced Mortgage</b> <input type="checkbox"/> Yes

# Addendum To Loan Application

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**Lender**

Austin Telco Federal Credit Union  
8929 Shoal Creek Blvd  
Austin, TX 78757-6819

**Owner**

\_\_\_\_\_  
\_\_\_\_\_

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

**Loan Number:** \_\_\_\_\_

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

Some states' laws recognize relationships that are similar to marriage but are known by different names, such as "civil union" or "registered domestic partnership." Sometimes, the parties to such a relationship will have rights and obligations similar to those of a married couple. One of those rights might be having an interest in property owned by the other party to the relationship. For example, a spouse in a marriage sometimes has an interest, such as a "homestead interest," in property owned by the other spouse. Similarly, a party to a civil union or a registered domestic partnership might have an interest in property owned by the other party to the relationship.

Potential creditors are interested in whether or not a loan applicant is married or a party to one of these other relationships. The creditor is interested because it needs to have full access to property offered as collateral for the loan and if there is a spouse or other party with an interest in the collateral, it will interfere with the creditor's enforcement of the debt. If a spouse or such a party exists, the creditor will often have the spouse or the party sign the security instrument that lists the collateral.

For these reasons, we are asking you:

Can anyone, other than you, claim a homestead interest in the property that will secure repayment of the loan?

Yes  No

Are you a party to a civil union, registered domestic partnership, or substantially similar relationship?

Yes  No

If you answered "Yes" to either question, please identify the other party:

## Signatures

**Owner**

\_\_\_\_\_  
**Date**

**Owner**

\_\_\_\_\_  
**Date**

Loan Origination Organization: Austin Telco Federal  
Credit Union

NMLS ID: 422857