

# SERVICING DISCLOSURE STATEMENT

**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. 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 and 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 under certain limited 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 the new servicer, 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 about the transfer of 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 loan servicer as late, and a late fee may not be imposed on you.

## Complaint Resolution

**Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer 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 you with a written acknowledgment within 20 Business Days of receipt of your request. (A "qualified written request" is a written correspondence, other than notes written on payment coupons or other payment mediums 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 this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to the period following your "qualified written request". A Business Day is any day, excluding Public Holidays (State or Federal), Saturday and Sunday.

## Damages and Costs

Section 6 of RESPA [12 U.S.C.A. 2605] 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.

## Servicing Transfer Estimates by Lender

The following is the best estimate of what will happen to the servicing of your mortgage loan:

1.  We do not service mortgage loans. We intend to assign, sell, or transfer the servicing of your loan to another party.  
OR
2.  We have the capacity to service your loan, but do not intend to do so. You will be informed as to the servicer of your loan  
OR
3.  We are able to service this loan and presently intend to do so. However, we may decide to assign, sell or transfer your loan at some future time. For all the first lien mortgage loans that we make in the 12-month period after your loan is funded, we estimate that the chances that we will transfer your loan servicing to another servicer are as follows:

0 to 25%       26 to 50%       51 to 75%       76 to 100%

The following is our record of transferring the servicing of loans we have made in the past:

### 3. Percentage of Loans Transferred (rounded to nearest quartile – 0%, 25%, 50%, 75%, or 100%)

<u>1997</u>	<u>%</u>	<u>1998</u>	<u>%</u>	<u>1999</u>	<u>%</u>
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The estimates of 3. and 4. above  do  do not include assignments, sales or transfers to affiliates of subsidiaries.

This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions. If the servicing of your loan is transferred to an affiliate or subsidiary in the future, you will be notified in accordance with RESPA.

\_\_\_\_\_  
LENDER [Signature Not Mandatory]

\_\_\_\_\_  
Date

## ACKNOWLEDGEMENT OF MORTGAGE LOAN APPLICANT

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is a required part of the mortgage loan application.

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
CO-APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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