

CALYX SOFTWARE  
**MORTGAGE LOAN DISCLOSURE STATEMENT/GOOD FAITH ESTIMATE**

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

Real Property Collateral: the intended security for this proposed loan will be a Deed of Trust on (street address or legal description) \_\_\_\_\_

This joint Mortgage Loan Disclosure Statement/Good Faith Estimate is being provided by **OCEANSIDE MORTGAGE CORPORATION** a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) and similar California law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

Unknown  \_\_\_\_\_ (Name of lender, if known)

**GOOD FAITH ESTIMATE OF CLOSING COSTS**

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimate generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Settlement Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page two of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

HUD-1	Item	Paid to Others	Paid to Broker
<b>800</b>	<b>Items Payable in Connection with Loan</b>		
801	Lender's Loan Origination Fee	\$ _____	\$ _____
802	Lender's Loan Discount Fee	\$ _____	\$ _____
803	Appraisal Fee	\$ _____	\$ _____
804	Credit Report	\$ _____	\$ _____
805	Lender's Inspection Fee	\$ _____	\$ _____
808	Mtg Broker Commission/Fee	\$ _____	\$ _____
809	Tax Service Fee	\$ _____	\$ _____
810	Processing Fee	\$ _____	\$ _____
811	Underwriting Fee	\$ _____	\$ _____
812	Wire Transfer Fee	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
<b>900</b>	<b>Items Required by Lender to be Paid in Advance</b>		
901	Interest for _____ days at \$ _____ per day	\$ _____	\$ _____
902	Mortgage Insurance Premiums	\$ _____	\$ _____
903	Hazard Insurance Premiums	\$ _____	\$ _____
904	County Property Taxes	\$ _____	\$ _____
905	VA Funding Fee	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
<b>1000</b>	<b>Reserves Deposited with Lender</b>		
1001	Hazard Insurance: _____ months at \$ _____/mo.	\$ _____	\$ _____
1002	Mortgage Insurance: _____ months at \$ _____/mo.	\$ _____	\$ _____
1003	School Tax: _____ months at \$ _____/mo.	\$ _____	\$ _____
1004	Co. Property Taxes: _____ months at \$ _____/mo.	\$ _____	\$ _____
1005	Flood Insurance: _____ months at \$ _____/mo.	\$ _____	\$ _____
_____	_____ months at \$ _____/mo.	\$ _____	\$ _____
_____	_____ months at \$ _____/mo.	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
<b>1100</b>	<b>Title Charges</b>		
1101	Settlement or Closing/Escrow Fee:	\$ _____	\$ _____
1105	Document Preparation Fee	\$ _____	\$ _____
1106	Notary Fee	\$ _____	\$ _____
1108	Title Insurance:	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
<b>1200</b>	<b>Government Recording and Transfer Charges</b>		
1201	Recording Fees:	\$ _____	\$ _____
1202	City/County Tax/Stamps:	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
<b>1300</b>	<b>Additional Settlement Charges</b>		
1302	Pest Inspection	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
<b>Subtotal of Initial Fees, Commissions, Costs and Expenses</b>		\$ _____	\$ _____

**Total of Initial Fees, Commissions, Costs and Expenses** \$ \_\_\_\_\_

**Compensation to Broker (Not Paid Out of Loan Proceeds):**  
 Mortgage Broker Commission/Fee: \$ \_\_\_\_\_

Any Additional Compensation from Lender  No  Yes \$ \_\_\_\_\_ (If known)

**ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES**

I. Proposed Loan Amount: \$ \_\_\_\_\_

Initial Commissions, Fees, Costs and Expenses Summarized on Page 1: \$ \_\_\_\_\_

Payment of Other Obligations (List):

Credit Life and/or Disability Insurance (see VI below) \$ \_\_\_\_\_

Purchase Price / Payoff \$ \_\_\_\_\_

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

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

**Subtotal of All Deductions:** \$ \_\_\_\_\_

**Estimated Cash at Closing**     **To You**     **That you must pay**    \$ \_\_\_\_\_

II. Proposed Interest Rate: \_\_\_\_\_ %     Fixed Rate     Initial Variable Rate

III. Proposed Loan Term: \_\_\_\_\_     Years     Months

IV. Proposed Loan Payments: Payments of \$ \_\_\_\_\_ will be made  Monthly  Quarterly  Annually for \_\_\_\_\_ (number of months, quarters or years). If proposed loan is a variable interest rate loan, this payment will vary (see loan documents for details).

The loan is subject to a balloon payment:  No  Yes. If Yes, the following paragraph applies and a final balloon payment of \$ \_\_\_\_\_ will be due on \_\_\_\_\_ [estimated date (month/day/year)].

**NOTICE TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY TO MAKE THE BALLOON PAYMENT. IN THAT CASE, YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES, AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF YOU ARE UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, YOU MAY LOSE THE PROPERTY AND ALL OF YOUR EQUITY THROUGH FORECLOSURE. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THIS LOAN.**

V. Prepayments: The proposed loan has the following prepayment provisions.

- No prepayment penalty.
- Other (see loan documents for details).
- Any payment of principal in any calendar year in excess of 20% of the  original balance  unpaid balance will include a penalty not to exceed \_\_\_\_\_ months advance interest at the note rate, but not more than the interest that would be charged if the loan were paid to maturity (see loan documents for details).

VI. Credit Life and/or Disability Insurance: The purchase of credit life and/or disability insurance by a borrower is NOT required as a condition of making this proposed loan.

VII. Other Liens: Are there liens currently on this property for which the borrower is obligated?  No  Yes  
If Yes, describe below:

Lienholder's Name	Amount Owing	Priority
_____	_____	_____
_____	_____	_____

Liens that will remain or are anticipated on this property after the proposed loan for which you are applying is made or arranged (including the proposed loan for which you are applying):

Lienholder's Name	Amount Owing	Priority
_____	_____	_____
_____	_____	_____

**NOTICE TO BORROWER:** Be sure that you state the amount of all liens as accurately as possible. If you contract with the broker to arrange this loan, but it cannot be arranged because you did not state these liens correctly, you may be liable to pay commissions, costs, fees, and expenses even though you do not obtain the loan.

VIII. Article 7 Compliance: If this proposed loan is secured by a first deed of trust in a principal amount of less than \$30,000 or secured by a junior lien in a principal amount of less than \$20,000, the undersigned licensee certifies that the loan will be made in compliance with Article 7 of Chapter 3 of the Real Estate Law.

A. This loan  may  will  will not be made wholly or in part from broker controlled funds as defined in Section 10241(j) of the Business and Professions Code.

B. If the broker indicates in the above statement that the loan "may" be out of broker-controlled funds, the broker must inform the borrower prior to the close of escrow if the funds to be received by the borrower are in fact broker-controlled funds.

_____ Name of Broker	_____ License #	_____ Broker's Representative	_____ License #
<b>18682 BEACH BOULEVARD #250</b>			
<b>HUNTINGTON BEACH, CA 92648</b>			
_____ Broker's Address			

_____ Signature of Broker	_____ Date	OR	_____ Signature of Representative	_____ Date
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IX. **NOTICE TO BORROWER: THIS IS NOT A LOAN COMMITMENT.** Do not sign this statement until you have read and understood all of the information in it. All parts of this form must be completed before you sign. Borrower hereby acknowledges the receipt of a copy of this statement.

_____ Borrower	_____ Date	_____ Borrower	_____ Date
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Review completed on \_\_\_\_\_ by \_\_\_\_\_  
Date Broker or Designated Representative Dept. of Real Estate License #

# MORTGAGE LOAN COMMITMENT

Applicants:

Lender:

Property Address:

Application No:

Date Prepared:

It is a pleasure to notify you that your application for a first mortgage loan has been approved subject to the following matters set forth below. See Good Faith Estimate of Settlement Charges for any related closing costs.

AMOUNT, TERMS AND FEES			
Amount of Loan: \$	Contract Interest Rate:	%	LTV: %
Terms/Due In:	Commitment Expires:	CLTV:	%

REPAYMENT TERMS	
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## EVIDENCE OF TITLE

The following Evidence of Title is to be provided to the Lender and must indicate no liens, encumbrances, or any adverse covenants or conditions to title unless approved by Lender. The Evidence of Title must be issued from a firm or source, and in a form, acceptable to Lender.

Borrower will be charged for the cost of providing such title and the cost of recording documents, all of which will be ordered by Lender unless requested otherwise.

## ADDITIONAL REQUIRED ITEMS OR CONDITIONS

### SEE NEXT PAGE INSTRUCTIONS

The Continuation of Commitment Conditions is made a part of this Commitment. Please sign and return Lender's COPY of this Commitment, along with any required fee and items requested, to the lender at the:  above address  following address, within \_\_\_\_\_ days of date hereof, or at the option of Lender, this commitment shall become null and void.

I (WE) hereby accept the terms and Conditions of this Commitment.

COMMITMENT ISSUED BY:

ADDRESS:

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date

**ADDITIONAL REQUIRED ITEMS OR CONDITIONS - (continued)**

**FIRE AND  
EXTENDED  
COVERAGE  
INSURANCE**

At the time of settlement we will require an original insurance policy containing fire and extended coverage insurance in an amount at least equal to that of the mortgage through a company acceptable to Lender, and a receipt showing premiums paid in advance for one year. The insurance policy shall also contain a standard mortgage clause in favor of Lender.

**FmHA, FHA  
OR VA  
INSURED LOANS**

Loan Commitments issued for these types of mortgage loans are subject to all the terms and conditions of the FmHA or FHA commitment; or the VA certificate of reasonable value, as well as the rules and regulations of the Farmers Home Administration or the Department of Veterans Affairs.

**FLOOD  
INSURANCE**

If "Flood Insurance" is required for additional conditions, this property has been determined to be in an area which has a special flood hazard. Federal law requires that flood insurance, available through any agent, be written in either the maximum amount available or the loan balance, whichever is the lesser. This insurance will be mandatory until this loan is paid in full. By signing and accepting this commitment you acknowledge that the property securing this loan is in an area identified as having a special flood hazard and agree to these insurance requirements.

**TAX AND  
INSURANCE  
PAYMENTS**

Monthly deposits, and initial deposits as determined by Lender, are required to cover the payment of estimated annual real estate taxes, special assessments and, if applicable, FHA or Private Mortgage Insurance Premiums. Lender may also require additional deposits for hazard or other insurance if Required for this loan. Such deposits are to be placed in a separate escrow or impound account.

**SPECIAL  
ASSESSMENTS**

All unpaid and future special assessment installments must be paid in full prior to, or at time of settlement.

**DOCUMENTATION**

The mortgage or deed of trust, note and other pertinent loan documents will be provided by Lender and must be signed by all applicants that are to be contractually liable under this obligation. Further, the mortgage or deed of trust, must also be signed by any non-applicant spouses if their signature is required under state law to create a valid lien, pass clear title, or waive inchoate rights to property. Note: Samples of loan documents are available upon request.

**CANCELLATION**

The Lender reserves the right to terminate this commitment prior to the settlement of the loan in the event of an adverse change in your personal or financial status, or the improvements on the property are damaged by fire or other casualty.

**NON-REFUNDABLE  
STANDBY FEE**

This commitment will become effective upon compliance with the terms herein and the receipt of your check in the amount of the nonrefundable standby fee. It is understood and agreed that if this mortgage loan is not settled in accordance with the terms and conditions of this commitment, the Lender shall retain this fee as earned charges for the origination and approval of this loan.

**ADDITIONAL CONDITIONS FOR CONSTRUCTION LOANS**

**CONSTRUCTION  
LOANS:  
ONE PAYOUT  
AND MULTIPLE  
PAYOUT**

Improvements are to be built in a good and workman-like manner in strict accordance with plans and specifications furnished Lender and in compliance with applicable building codes. After completion, said improvements shall be approved by a representative of Lender and an occupancy permit issued by local municipality. Any changes, whether they be additions, deletions, or alterations, of the plans and specifications, must be approved in writing by Lender in order that this loan commitment remain in effect.

**CONSTRUCTION  
LOANS:  
MULTIPLE  
PAYOUT**

Evidence must be submitted that the net proceeds of our loan are sufficient to complete the construction of the building, free and clear of all claims of Mechanic's Liens for labor and material. All disbursements will be made upon the order of the borrower upon presentation of proper waivers of lien, subject to compliance inspections by the Department of Veterans Affairs, the Federal Housing Administration, or Lender, not to exceed 80% of the value of the work done, and subject to the Lender having in its possession at all times an amount of undisbursed loan proceeds at least equal to the amount required to complete the improvements.