

## FHLMC Loan Prospector Disclosure Borrowers Authorization to Release Information

Each of the persons signing below, agree that the mortgage loan application may be reviewed by the Federal Home Loan Mortgage Corporation Automated underwriting Service (Freddie Mac AUS) to assist in processing my application. I authorize my lender and Freddie Mac to obtain copies of my credit reports and any other information they require to process my application, such as employment, income, asset, liability and any other information about us. I also agree that my lender and Freddie Mac may use the information about me to assess and improve the effectiveness and accuracy of their underwriting procedures and requirements.

Applicant understands and agrees that the loan application may be reviewed by an automated underwriting service to assist in the application processing. Applicant authorizes Piedmont Mortgage, any agents and/or assigns of Piedmont Mortgage, any lender which is considering purchasing from Piedmont Mortgage applicants loan or the servicing of the loan, and the automated underwriting service provider to obtain copies of applicants credit reports, information regarding applicants employment, income, assets, and liabilities and other information about applicant that they may require to process the application or to review applicants loan in connection with a potential sale. The applicant(s) also agree that foregoing lenders and automated underwriting service providers may use the information to assess and improve the effectiveness and accuracy of their underwriting procedures and requirements.

The applicant(s) understand and agree that the loan application may be selected by Piedmont Mortgage, its Agents and/or Assigns for quality control review which will involve verification of all of the credit information (including employment history, income, bank accounts, and credit references) as well as the property valuation. Applicant agrees to cooperate with Piedmont Mortgage and/or its Assigns or Agents to the extent necessary to accomplish this review. It is understood that the information may be verified with third parties such as the applicant's employers, depository institutions or a credit-reporting agency. Borrower(s) also authorize Piedmont Mortgage to charge borrowers credit card for credit reports and or appraisals if authorized by borrower in writing or verbally.

Applicant(s) 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 loan, as applicable under the provisions of Title 18, United States Code

Applicant(s) further certify that they are not receiving any kickback from the sellers of the property either on or off the closing statement and that they have not submitted any false information to Piedmont Mortgage or made any material changes to the documents provided to the loan officer and that the occupancy stated to the loan officer on the application and/or verbally will in-fact be the true occupancy within 60 days of closing

Applicant(s) understand and agree that Piedmont Mortgage, its Agents and/or assigns may address this Authorization to any party named in the application and applicant(s) hereby authorize any addressee to provide to Piedmont Mortgage, its agents and/or assigns, any and all information and documentation requested, including by not limited to employment history and income, bank account balances, credit history, and copies of income tax returns. A copy of this authorization may be accepted as an original.

Notice to Borrowers: This is a notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA/VA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving our transaction will be available to HUD/FHA/VA without further notice or authorization but will not be disclosed or released by this institution to another Government agency or department without your consent except as required or permitted by law.

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Borrower

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Co-Borrower

Date

# Mortgage Loan Origination Agreement

You, the applicants(s), agree to enter into this Mortgage Loan Origination Agreement with Piedmont Mortgage Corp. as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into financing with Piedmont Mortgage Corp. We are licensed as a broker under the Georgia Residential Mortgage act.

SECTION 1. Nature of Relationship: 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 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 price or best terms available in the market.

SECTION 2. Our Compensation. The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. 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 of our compensation by either you or the lender. 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 some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender. We may also be paid by the lender based on (1) the value of the mortgage loan or related servicing rights in the market place or (2) other services, goods or facilities performed or provided by us the lender.

By signing below, applicant(s) acknowledge receipt of a copy of the signed agreement.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Co-borrower

Date

# Servicing Disclosure Statement

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA), 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 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 (12U.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 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 reason 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 USCA 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
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

I / we have read this disclosure form, and understand its contents, as evidenced by the signature(s) below

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Co-Borrower

Date

## Equal credit opportunity notice

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Commission Equal Credit Opportunity Washington DC 20580.

### Right to Financial Privacy

This is notice to you that the Department of HUD (for FHA loans) or the VA Loan Guaranty Service Division (for VA loans) has a right to access financial records held by a financial institution in connection with the consideration for assistance to you. Financial records involving your transaction will be available to the Department of HUD or the VA Loan Guaranty Service Division without further notice or another government agency or department without your consent except as required or permitted by law.

### Employment Certification

An approval for a loan is based upon employment, income and obligations as shown on the loan application. At closing the borrower and co-borrower, if applicable, may be required to execute a sworn statement affirming that they are currently working as previously reported, have not received notice of lay-off nor have knowledge of pending lay-off, and that outstanding obligations are substantially the same as reported on the application. Should a change occur in your employment or financial status prior to loan closing, immediately notify your loan officer, as it will be necessary to obtain approval of any changes. I hereby acknowledge receipt of the booklet of settlement costs and your copy of a good faith estimate of closing costs and an equal credit opportunity notice. I understand that the payment of credit report and appraisal is not a commitment to make a mortgage, is non-refundable once the services are provided, and will not guarantee approval of the application or acceptance into a particular loan program.

### Indemnification and general release

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (collectively, "indemnitor") each hereby agrees to defend, indemnify, release and hold harmless Piedmont Mortgage Corporation (Piedmont) and any parent, subsidiary or affiliate of Piedmont, and all past, present and future shareholders, employees, officers and directors of Piedmont (each individually an "Indemnitee") from and against any and all claims (past, present, and future, whether known, unknown or unsuspected), demands, suits, actions, damages, judgments, costs, charges, and expenses (including without limitation, court costs and attorneys' fees) of any nature whatsoever that any such Indemnitee may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of any indemnitee (except if such action or inaction is willfully or grossly negligent) in connection with the origination, funding or purchase of any mortgage loan by Piedmont, or any failure on the part of Piedmont to originate, fund, or purchase any mortgage loan, the repayment of which is secured, or to be secured by residential real property in which indemnitor possesses an ownership interest and as to which either a notice of default or notice of sale, or both, has been recorded. Indemnitor, and each of them, expressly waives any protections which may be afforded by state or federal law with respect to the release of unknown or unsuspected claims.

### Flood Insurance notification

I/We hereby acknowledge that I/We have been advised that Flood Insurance may or may not be required on the property being purchased. I/We will be required to purchase a flood insurance policy prior to loan closing if the property is located in a flood hazard area.

### ECOA/ Notice of right to appraisal

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, notify us in writing at the address below. We must hear within 90 days after we notify you of the action taken on your credit application, or you withdraw your application. Provide your name, address, property address and loan number.

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Borrower

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Co-borrower

Date

# Florida Lender Disclosure

- licensed mortgage lender
- correspondent mortgage lender
- mortgage broker

Piedmont Mortgage Corporation may be acting as a lender in this mortgage loan transaction with \_\_\_\_\_ pursuant to the provisions of section 494.0068, Florida Statutes, the following disclosures are hereby provided to the borrower:

1. If an application fee, credit report fee, appraisal fee, or any other third party fee is received by the lender, the fee is  non-refundable  refundable  NA no funds collected prior to funding. If refundable such fees will only be refunded if the third party services have not been incurred by the lender on behalf of borrower(s). In the event such fees received exceed the actual cost incurred, the amount collected in excess will be refunded to borrower within 60 days after rejection, withdrawal or closing, or will be credited to the borrower at settlement. Application fees not designated for third party fees are non-refundable.
2. The issuance of a commitment by the lender following the receipt of the application is estimated at 30 days. Borrower is advised, however, that such estimate is dependent on borrower quickly providing all information and documentation for the lender to make a determination of commitment
3. The person signing below is designated as being responsible on behalf of the lender to promptly respond to written inquiries from borrow regarding questions, comments or complaints

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Co-borrower

Date

## Borrowers Option to choose attorney

You have the option of choosing the attorney to close your mortgage, circle the firm you choose or check the box below if you have no preference.

Logan & Torres  
2941 D Piedmont Rd  
Atlanta, GA 30305  
(404) 816-1144

Curvey & Associates  
1705 C Mt. Vernon Hwy  
Dunwoody, GA 30338  
(770) 817-1316

The Michael Law Firm  
2233 Lake Park Drive  
Smyrna, GA 30080  
(770) 433-1666

Hudnall Cohn & Abrams  
3175 Satellite Blvd NW  
Bldg 600, Suite 105  
Duluth, GA 30096  
(678) 957-8081 [Shaver]

Malenky Law  
3850 Holcomb Bridge Rd  
Suite 205  
Norcross, GA 30092  
(678) 684-2020

Neel & Robinson  
5555 Glenridge Connector  
Suite 400  
Atlanta, GA 30342  
(404) 459-9600

Fryer, Harris, Ingram & Barrett  
70 Lennox Pointe NE  
Atlanta, GA 30324  
(404) 240-0007

Emerald Coast Title Services  
543 U.S. Highway 98  
Destin, FL 32540  
(850) 650-0077

Campbell & Brannon  
990 Hammond Drive, Ste 800  
Atlanta, GA 30328  
(770) 396-8535  
[Perimeter]

Chuck Dickenson  
2780 Bert Adams Rd  
Atlanta GA 30339  
770-319-1880  
[Smyrna/Vinnings]

\_\_\_ I (We) have reviewed the above list and do not choose to select an attorney, nor have a preference

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Co-borrower

Date

## Privacy Policy Disclosure

We take our responsibility to protect the privacy and confidentiality of customer information 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 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 may not use it for any other purposes. This privacy policy applies to current and or former customers.

As part of providing you with financial products or services, we may obtain information about you from the following sources: 1. Applications, forms, and other information provided to us in writing, in person, by telephone, electronically, etc. This may include your name, address, employment, income and credit information. 2. Your transaction with us, our affiliates, or others. This information may include your account balances, payment history, and account usage. 3. Consumer reporting agencies. 4. Public records

We may disclose information we have about you as permitted by law. We are required to or may provide your information to third parties without your consent, such as law enforcement and or regulatory agencies. In addition to our service providers that process your information for mortgage application such as lenders, investors, title companies, law firms, appraisal and credit reporting agencies.

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

### Opting Out

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 me 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 or telephone

For joint accounts your opt out choices will also apply to other individuals who are joint

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Borrower

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Co borrower

Date

**APPLICANT NO. 1**

The credit score(s) of borrower are: \_\_\_\_\_ Equifax \_\_\_\_\_ TransUnion \_\_\_\_\_ Experian

**APPLICANT NO.2**

The credit score(s) of co-borrower are: \_\_\_\_\_ Equifax \_\_\_\_\_ TransUnion \_\_\_\_\_ Experian

The possible credit scores under the scoring used by Equifax range from a low of 300 to a high of 850.  
The possible credit scores under the scoring used by Trans Union range from a low of 395 to a high of 848.  
The possible credit scores under the scoring used by Experian range from a low of 375 to a high of 900.

The factors contributing to your credit score are only one of the many factors we use in determining whether or not to grant credit. This Notice is not a notice of the action taken on your loan. This Notice may or may not contain the reason(s) for our decision on your application. You will receive a formal decision on your application at a later date.

See attached for explanation of codes and address and telephone number information for Equifax, TransUnion and Experian.

**NOTICE**

IN CONNECTION WITH YOUR APPLICATION FOR A HOME LOAN, THE LENDER/BROKER MUST DISCLOSE TO YOU THE SCORE THAT A CONSUMER REPORTING AGENCY (ALSO KNOWN AS A CREDIT BUREAU) DISTRIBUTED TO USERS AND THE LENDER/BROKER USED IN CONNECTION WITH YOUR HOME LOAN, AND THE KEY FACTORS AFFECTING YOUR CREDIT SCORES.

THE CREDIT SCORE IS A COMPUTER GENERATED SUMMARY CALCULATED AT THE TIME OF THE REQUEST AND BASED ON INFORMATION A CONSUMER REPORTING AGENCY OR LENDER/BROKER HAS ON FILE. THE SCORES ARE BASED ON DATA ABOUT YOUR CREDIT HISTORY AND PAYMENT PATTERNS. CREDIT SCORES ARE IMPORTANT BECAUSE THEY ARE USED TO ASSIST THE LENDER/BROKER IN DETERMINING WHETHER YOU WILL OBTAIN A LOAN. THEY MAY ALSO BE USED TO DETERMINE WHAT INTEREST RATE YOU MAY BE OFFERED ON THE MORTGAGE. CREDIT SCORES CAN CHANGE OVER TIME, DEPENDING ON YOUR CONDUCT, HOW YOUR CREDIT HISTORY AND PAYMENT PATTERNS CHANGE AND HOW CREDIT SCORING TECHNOLOGIES CHANGE.

BECAUSE THE SCORE IS BASED ON INFORMATION IN YOUR CREDIT HISTORY, IT IS VERY IMPORTANT THAT YOU REVIEW THE CREDIT-RELATED INFORMATION THAT IS BEING FURNISHED TO MAKE SURE THAT IT IS ACCURATE. CREDIT RECORDS MAY VARY FROM ONE COMPANY TO ANOTHER.

IF YOU HAVE QUESTIONS ABOUT YOUR CREDIT SCORE OR THE CREDIT INFORMATION THAT IS FURNISHED TO YOU, CONTACT THE CONSUMER REPORTING AGENCY AT THE ADDRESS AND TELEPHONE

NUMBER PROVIDED WITH THIS NOTICE, OR CONTACT THE LENDER/BROKER, IF THE LENDER/BROKER DEVELOPED OR GENERATED THE CREDIT SCORE. THE CONSUMER REPORTING AGENCY PLAYS NO PART IN THE DECISION TO TAKE ANY ACTION ON THE LOAN APPLICATION AND IS UNABLE TO PROVIDE YOU WITH SPECIFIC REASONS FOR THE DECISION ON A LOAN APPLICATION.

IF YOU HAVE QUESTIONS CONCERNING THE TERMS OF THE LOAN, CONTACT THE LENDER/BROKER.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Co-borrower

Date\_\_\_\_\_

## Reason Statement

Equifax TransUnion Experian

	(Beacon)	(Empirica)	(Fico II)
Amounts owed on accounts is too high	01	01	A/01
Level of delinquency on accounts	02	02	B/02
Too few bank revolving accounts			C/03
Proportion of loan balances to loan amounts is too high	33	33	I/33
Too many bank or national revolving accounts	04		D/04
Lack of recent installment loan information	32	04	Y/32
Too many accounts with balances	05	05	E/05
Too many consumer finance accounts	06	06	F/06
Account payment history is too new to rate	07	07	G/07
Too many inquiries last 12 months	08	08	H/08
Too many accounts recently opened	09	09	J/09
Proportion of balance to credit limits too high on revolving accounts	10	10	K/10
Amount owed on revolving accounts is too high	11	11	L/11
Length of time revolving accounts have been established	12	12	M/12
Time since delinquency too recent or unknown	13	13	N/12
Length of time accounts have been established	14	14	O/14
Lack of recent bank revolving information	15	15	P/15
Lack of recent revolving account information	16	16	Q/16
No recent non-mortgage balance information	17	17	R/17
Number of accounts with delinquency	18	18	S/18
Too few accounts currently paid as agreed	19	27	T/19
Date of last inquiry too recent		19	
Length of time since derogatory public record or collection is too short	20	20	V/20
Amount past due on accounts	21	21	W/21
Number of bank or national revolving accounts with balances	23		
No recent revolving balances	24	24	U/24
Length of time installment loans have been established			36
Number of revolving accounts			26
Number of established accounts	28	28	28
No recent bankcard balances		29	
Time since most recent account opening is too short	30	30	Z/30
Too few accounts with recent payment information	31		31
Amount owed on delinquent accounts	34	31	34
Length of time open installment loans have been established			36
Serious delinquency and public record or collection filed	38	38	X/38
Serious delinquency	39	39	X/39
Derogatory public record or collection filed	40	40	X/40
Lack of recent auto loan information			98
Length of time consumer finance company loans have been established		98	
Lack of recent auto loan information		97	
Lack of recent consumer finance company account information			99

**Equifax:** Credit Bureau of Greensboro, P.O. Drawer A, Greensboro, NC 27402 (800) 378-2732

**Trans Union:** Trans Union Credit Corporation, P.O. Box 390, Springfield, PA 19064 (800) 888-4213

**Experian:** Experian Information Services, P.O. Box 2002, Allen, TX 75013 (800) 397-3742