

# HERITAGE MORTGAGE CORPORATION

## INFORMATION AUTHORIZATION

To Whom It May Concern:

I/We hereby authorize Heritage Mortgage Corporation to verify any information necessary in connection with the application being filed by the undersigned for the purpose of obtaining financing through Heritage Mortgage Corporation on my/our behalf including but not limited to the following:

1. Credit History Information;
2. Income Information;
3. Employment/Unemployment Information;
4. Bank Account(s) Information;
5. Asset Account(s) Information;
6. Mortgage/Rental History Information.

Authorization is further granted to Heritage Mortgage Corporation to use a copy of my/our signatures below to obtain information regarding any of the aforementioned items. This Authorization will expire ninety (90) days from the date of signature.

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

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

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

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

\_\_\_\_\_  
Applicant's Street Address

\_\_\_\_\_  
City, State, Zip Code

# COMPLIANCE ACKNOWLEDGMENT

## EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing that 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 Agency that administers compliance with this law concerning this creditor is the FEDERAL TRADE COMMISSION, 450 Golden Gate Avenue, Box 36005, San Francisco, California 94102. (415) 556-1270.

Civil Code Section 1812.30: Requires notice that "the applicant, if married, may apply for a separate account."

Alimony, child support, or separate maintenance income need not be revealed if the borrower or co-borrower does not choose to have it considered as a basis for repaying this loan

## Voluntary Information for Government Monitoring Purposes

If this loan is for purchase or construction of a home, any information regarding race, national origin, sex, marital status, or age is requested by the Federal government to monitor this lender's compliance with Equal Credit Opportunity and federal anti-discrimination statutes. The law provides that a lender may neither discriminate on the basis of this information nor on whether or not it is furnished. Furnishing this information is optional.

## Notice to Applicants – Financial Privacy Act

This is notice to you as requested by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or the Veterans Administration has a right of access to financial records held in a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development without further notice or authorization but will not be disclosed or released to another government agency or department without your consent except as required or permitted by law.

## State of California Fair Lending Notice

To all applicants for a loan for the purchase, construction, rehabilitation, improvements or refinancing of one to four family residences: Under the Housing Financial Discrimination Act of 1977, it is unlawful for a financial institution to refuse to make a loan or to offer less favorable terms than normal (such as a higher interest rate, larger down payment or shorter maturity) based on any of the following considerations:

1. Neighborhood characteristics such as the average age of the homes or the income level in the neighborhood, except to a limited extent necessary to avoid an unsafe and unsound business practice.
2. Race, sex, color, religion, marital status, national origin or ancestry.

It is also unlawful to consider, in appraising a residence, the racial, ethnic, or religious composition of a particular neighborhood, whether or not such composition is undergoing change or is expected to undergo change.

If you wish to file a complaint, or if you have questions about your rights, contact:

Office of the Comptroller of the Currency  
San Francisco Field Office  
425 Market Street, Suite 2800  
San Francisco, CA 94105

If you file a complaint, the law requires that you receive a decision within thirty (30) days.

## I/WE HAVE RECEIVED A COPY OF THIS NOTICE:

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

# CALIFORNIA CREDIT SCORE DISCLOSURE

In evaluating your application for a home mortgage loan, one factor your lender will consider is one or more of your credit scores because they assist the lender in evaluating your credit history in a faster, more objective manner. Your credit scores are found on your credit report, a copy of which was provided to you with this disclosure. The range of possible scores is from 300 to 850. Your lender may also obtain and consider other credit scores in making its decision on your application from the credit bureaus listed below.

In addition to the credit scores, your credit report lists the key factors why your scores were less than the maximum possible scores. Please keep in mind that the factors are only indicators of why you received less than the maximum score possible. The listing of these factors does not by itself indicate that you would not be approved for the loan you have requested. Your lender considers many factors in addition to your credit scores in making a decision on your application. If your application is not approved, you will receive a separate notice stating the specific reasons for that action which may or may not relate to your credit scores.

Your lender did not calculate your credit scores nor did your lender develop the scoring models. If you have any questions about your credit scores or the information in the credit report from which the scores were computed, you can contact the credit bureaus at the addresses listed below:

Equifax, LLC  
PO Box 740241  
Atlanta, GA 30374  
(800) 685-1111  
[www.equifax.com](http://www.equifax.com)

Trans Union, LLC  
PO Box 1000  
Chester, PA 19022  
(866) 887-2673  
[www.transunion.com](http://www.transunion.com)

Experian, LLC  
PO Box 2002  
Allen, TX 75013  
(888) 397-3742  
[www.experian.com](http://www.experian.com)

## NOTICE TO HOME LOAN APPLICANT

Pursuant to California Civil Code Section 1785.20.2

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit score.

The credit score is a computer-generated summary calculated at the time of the request and based on the information a credit bureau or lender 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 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 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 credit bureau at the address and telephone number provided with this notice, or contact the lender if the lender developed or generated the credit score. The credit bureau 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 decisions on a loan application.

If you have any questions concerning the terms of the loan, contact the lender.

**This certifies that this Disclosure, along with a copy of their credit report, has been provided to each applicant/client eligible pursuant to California Civil Code Section 1785.20.2.**

\_\_\_\_\_  
Lender Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

## MORTGAGE LOAN ORIGINATION AGREEMENT

You agree to enter into this Mortgage Loan Origination Agreement with **Heritage Mortgage Corporation** 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 mortgage financing with **Heritage Mortgage Corporation** on \_\_\_\_\_. We are licensed as a "Mortgage Broker" under the laws of the State of California.

### SECTION 1. NATURE OF RELATIONSHIP. In connection with this mortgage loan:

- We are acting 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 also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement.

**HERITAGE MORTGAGE CORPORATION**

**BORROWER(S)**

By: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

# DISCLOSURE STATEMENT

## NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT OUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. READ THIS STATEMENT AND SIGN IT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

### Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you 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. Section 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 notice on payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day, excluding public holidays (State or Federal), Saturday and Sunday.

### Damages and Costs

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

### Servicing Transfer Estimated by Lender

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

We may assign, sell or transfer the servicing of your loan sometime while the loan is outstanding.

Will  Will not  Have not decided whether to service your loan.

OR

We do not service mortgage loans, and we presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

2.  For all the mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:

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

This estimate  does  does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. This is our record of transferring the servicing of the mortgage loans we have made in the past:

<u>Year</u>	<u>Percentage of Loans Transferred</u> (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%)
_____	_____ %
_____	_____ %
_____	_____ %

This information  does  does not include assignments, sales or transfers to affiliates or subsidiaries.

### Acknowledgment of Mortgage Loan Applicant

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

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

## HOMEOWNER'S INSURANCE INFORMATION

Requested By: Heritage Mortgage Corporation

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

\_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Policy # (if available): \_\_\_\_\_

# Heritage Mortgage Corporation

## Appraisal Fee(s) Authorization

This authorization form will be provided to the Appraisal Management Company, as designated by the Lender, for the sole purpose of ordering an appraisal of the property address shown below:

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

<p>Credit Card Type: ___ Visa ___ MasterCard ___ American Express</p> <p>Cardholder's Name: _____</p> <p>Credit Card Number: _____</p> <p>Expiration Date: Month _____ Year _____ Three/Four Digit Security Code: _____</p> <p>Billing Address (if different from the subject property):</p> <p>_____</p> <p>_____</p>
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The completed appraisal will be sent to your Lender and Heritage Mortgage Corporation and sometimes yourself. You are entitled to a copy of the appraisal; however, all rights to the appraisal are given to your Lender. Many lenders have a policy that they do not release the appraisal to another lender. Often, a new appraisal is required if a new lender is selected. The appraisal fee is for the service of valuing your property by a licensed appraiser, regardless of whether or not your loan is funded or whether or not the lender releases the appraisal. The fee for this service is non-refundable.

Cancellation policy and conditions: By signing below, I further understand that the appraisal fee is not contingent upon the final determination of value or closing of the loan. The fee paid is for a valuation service, and much work is completed prior to the completion of the report. Partial refunds may be available prior to the completion of the report. Once an appraisal is completed and submitted to the Appraisal Management Company, the total fee is non-refundable. Fees will depend on location and complexity. Recognizing complexities can change the base cost of an appraisal, I agree that fee adjustments equal to or less than \$125.00 will not need to be authorized. **In addition, if the lender requires a reinspection for repair work (1004D) I approve that additional service fee of \$100 - \$175.**

By signing below, I agree to the policies and conditions and authorize the Appraisal Management Company to charge the above credit card for the amount not to exceed: \_\_\_\_\_.

_____	_____	_____
Cardholder Signature	Cardholder Printed Name	Date

## VA BENEFIT-RELATED INDEBTEDNESS LETTER CERTIFICATION

**I certify that the undersigned veteran:**

- ❖ Is not receiving disability benefits.
- ❖ Is not entitled to receive VA disability benefits for the receipt of retired pay.
- ❖ Has not received VA disability benefits in the past.
- ❖ Is not a surviving spouse of a veteran who died on active duty or as a result of a service connected disability.

\_\_\_\_\_  
Veteran

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Date



## ACKNOWLEDGMENT OF VA FUNDING FEE REQUIREMENT

A funding fee based on the loan amount and down payment is required by the Veterans Administration in accordance with the Deficit Reduction Act of 1984 on VA guaranteed loans closed on or after August 17, 1984, with the following exceptions:

- 1) Veterans received compensation for service disabilities;
- 2) Veterans who would be entitled to receive compensation if they were not receiving retirement pay;
- 3) Surviving spouses of veterans who died in service or from a service-connected disability.

Please acknowledge receipt of this notice and advise us of the method of payment of this fee by selecting one of the following:

\_\_\_\_\_ I agree to pay the funding fee from my own funds.

\_\_\_\_\_ I agree to pay the funding fee by adding it to my loan amount.

\_\_\_\_\_ I claim exemption from this requirement, citing exception number \_\_\_\_\_ and supporting documents are enclosed.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date



**FEDERAL COLLECTION POLICY NOTICE**

The Federal Government is authorized by law to take any or all of the following actions in the event your VA-guaranteed or VA-financed loan payments become delinquent or you default on your VA-guaranteed or VA-financed loan:

- Your name and account information may be reported to a credit bureau.
- Additional interest and penalty charges may be assessed for the period of time that payment is not made.
- Charges to cover additional administrative costs incurred by the Government to service your account may be assessed.
- Amounts owed to you under other Federal programs may be offset.
- Your account may be referred to a private collection agency to collect the amount due.
- Your account may be referred to the Department of Justice for litigation in the courts.
- If you are a current or retired Federal employee, your salary or civil service retirement benefits may be offset.
- Your debt may be referred to the Internal Revenue Service for offset against any amount owed to you as an income tax refund.
- Any written - off debt may be reported to the Internal Revenue Service as taxable income.

All of these actions can and will be used to recover any debts owed the Department of Veterans Affairs when it is determined to be in the best interest of the Government to do so.

**CERTIFICATION**

I have read and I understand the actions the Federal Government can take in the event that I fail to meet my scheduled payments in accordance with the terms and conditions of my agreement to purchase property with a VA-guaranteed or VA-financed loan.

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

## **INTEREST RATE AND DISCOUNT DISCLOSURE STATEMENT**

1. This statement regarding the interest rate and discount points that you may pay on a mortgage guaranteed by VA (Department of Veterans Affairs) must be delivered to you prior to execution of the borrower's certification on the HUD/VA Addendum to the Uniform Residential Loan Application.

2. VA does not establish the interest rate for mortgage loans to be guaranteed or set either a maximum or minimum on the interest rate or on discount points that may be paid by you. This means that you may pay such interest rate and discount points as you and the lender agree upon. The seller may also pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.

3. It is important for you to understand that the interest rate and discount points and the length of time the lender will honor the loan terms are all freely negotiable with the lender. Lenders may agree to offer the loan terms for a definite period of time (i.e., 30, 60, or 90 days), or may refuse to do so. This arrangement is commonly referred as a lock-in agreement. Keep in mind that your agreement with the seller will also affect the date you can close your loan.

4. The terms of your agreement with the lender will determine the degree, if any, that the interest rate and discount points may change before closing. An increase of more than 1 percent in the interest rate requires reunderwriting of the loan approval by VA or by the lender. It may be necessary for the lender to obtain your signature on a new application. If after reunderwriting it is determined that you remain qualified from a credit risk standpoint, the conditions of your agreements with the lender and the seller may require you to complete the transaction or lose your deposit.

### **IT IS YOUR RESPONSIBILITY TO ASSURE THAT YOU UNDERSTAND THE TRANSACTION**

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

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

**VA NEAREST LIVING RELATIVE  
AND LANDLORD INFORMATION**

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

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

Case Number: \_\_\_\_\_

**Nearest Living Relative**

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Landlord Information**

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_



# DEBT QUESTIONNAIRE

1. DURING THE PAST FIVE YEARS, HAVE YOU DIRECTLY OR INDIRECTLY BEEN OBLIGATED ON ANY LOAN WHICH RESULTED IN FORECLOSURE, TRANSFER OF TITLE IN LIEU OF FORECLOSURE, OR JUDGMENT? *(This would include home mortgage loans, SBA loans, home improvement loans, educational loans, or manufactured home loans, any mortgage, financial obligation, bond, or loan guarantee)*

YES  NO *(If "Yes," provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet, if needed)*

2. ARE YOU PRESENTLY DELINQUENT OR IN DEFAULT ON ANY DEBT TO THE FEDERAL GOVERNMENT (e.g., Public Health Service, U.S. Guaranteed Student Loan, GI Bill Education Benefits, etc.)?

YES  NO *(If "Yes," provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet, if needed)*

I CERTIFY THAT the statements herein are true and correct to the best of my knowledge and belief.

3. SIGNATURE OF VETERAN

4. DATE

5. SIGNATURE OF COBORROWER

6. DATE



Department of Veterans Affairs

**VERIFICATION OF VA BENEFITS**

**PRIVACY ACT NOTICE:** The VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 5, Code of Federal Regulations 1.526 for routine uses (i.e., information concerning a veteran's indebtedness to the United States by virtue of a person's participation in a benefits program administered by VA may be disclosed to any third party, except consumer reporting agencies) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendee Loan Applicant Records - VA, and published in the Federal Register. Your obligation to respond is required to obtain or retain benefits. Giving us your SSN account information is voluntary. Refusal to provide your SSN by itself will not result in the denial of benefits. The VA will not deny an individual benefits for refusing to provide his or her SSN unless the disclosure of the SSN is required by a Federal Statute of law in effect prior to January 1, 1975, and still in effect.

TO: NAME AND ADDRESS OF LENDER (Complete mailing address including ZIP Code)	<b>INSTRUCTIONS TO LENDER</b> Complete this form ONLY if the veteran/applicant: <ul style="list-style-type: none"> <li>• is receiving VA disability payments; or</li> <li>• has received VA disability payments; or</li> <li>• would receive VA disability payments but for receipt of retired pay; or</li> <li>• is surviving spouse of a veteran who died on active duty or as a result of a service-connected disability</li> <li>• has filed a claim for VA disability benefits prior to discharge from active duty service</li> </ul> Complete Items 1 through 10. Send the completed form to the appropriate VA Regional Loan Center where it will be processed and returned to the Lender. The completed form must be retained as part of the lender's loan origination package.
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1. NAME OF VETERAN (First, middle, last)	2. CURRENT ADDRESS OF VETERAN
3. DATE OF BIRTH	

4. VA CLAIM FOLDER NUMBER (C-File No., if known)	5. SOCIAL SECURITY NUMBER	6. SERVICE NUMBER (If different from Social Security Number)
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7. I HEREBY CERTIFY THAT I <input type="checkbox"/> DO <input type="checkbox"/> DO NOT have a VA benefit-related indebtedness to my knowledge. I authorize VA to furnish the information listed below.	
8. I HEREBY CERTIFY THAT I <input type="checkbox"/> HAVE <input checked="" type="checkbox"/> HAVE NOT filed a claim for VA disability benefits prior to discharge from active duty service (I am presently still on active duty.)	
9. SIGNATURE OF VETERAN	10. DATE SIGNED

**FOR VA USE ONLY**

<input type="checkbox"/> The above named veteran does not have a VA benefit-related indebtedness	
<input type="checkbox"/> The veteran has the following VA benefit-related indebtedness	
VA BENEFIT-RELATED INDEBTEDNESS (If any)	
TYPE OF DEBT(S)	AMOUNT OF DEBT(S)

TERM OF REPAYMENT PLAN (if any)
<input type="checkbox"/> Veteran is exempt from funding fee due to receipt of service-connected disability compensation of \$ _____ monthly. (Unless checked, the funding fee receipt must be remitted to VA with VA Form 26-1820, Report and Certification of Loan Disbursement)
<input type="checkbox"/> Veteran is exempt from funding fee due to entitlement to VA compensation benefits upon discharge from service.
<input type="checkbox"/> Veteran is not exempt from funding fee due to receipt of nonservice-connected pension of \$ _____ monthly. LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA.
<input type="checkbox"/> Veteran has been rated incompetent by VA. LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA.
<input type="checkbox"/> Insufficient information. VA cannot identify the veteran with the information given. Please furnish more complete information, or a copy of a DD Form 214 or discharge papers. If on active duty, furnish a statement of service written on official government letterhead, signed by the adjutant, personnel officer, or commanding officer. The statement should include name, birth date, service number, entry date and time lost.

SIGNATURE OF AUTHORIZED AGENT	DATE SIGNED
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Respondent Burden: We need this information to determine, establish, or verify your eligibility for VA Loan Guaranty Benefits and to determine if you are exempt from paying the VA Funding Fee. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at [www.whitehouse.gov/library/omb/OMBINVC.html#VA](http://www.whitehouse.gov/library/omb/OMBINVC.html#VA). If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

<b>Department of Veterans Affairs</b>	<b>FOR VA USE ONLY</b> <b>COE REF. NO.</b>	<b>MAIL COMPLETED APPLICATION TO:</b> Department of Veterans Affairs Eligibility Center P. O. Box 20729 Winston-Salem, NC 27120
REQUEST FOR CERTIFICATE OF ELIGIBILITY		

**NOTE: Please read information on reverse before completing this form. If additional space is required, attach a separate sheet.**

1. NAME OF VETERAN ( <i>First, Middle, Last</i> )	2. DATE OF BIRTH	3. SOCIAL SECURITY NUMBER
4A. DID YOU SERVE UNDER ANOTHER NAME? <input type="checkbox"/> YES <input type="checkbox"/> NO ( <i>If "Yes," complete Item 4B</i> )	4B. NAME(S) USED DURING MILITARY SERVICE (IF DIFFERENT FROM NAME IN ITEM 1)	
5. DAYTIME TELEPHONE NUMBER (      )	6. E-MAIL ADDRESS ( <i>If applicable</i> )	
7A. ADDRESS ( <i>Number and street or rural route, city or P.O., State and ZIP Code</i> )	7B. MAIL CERTIFICATE OF ELIGIBILITY TO: ( <i>Complete ONLY if the Certificate is to be mailed to an address different from the one listed in Item 7A</i> )	
8A. WERE YOU DISCHARGED, RETIRED, OR SEPARATED FROM SERVICE BECAUSE OF DISABILITY? <input type="checkbox"/> YES <input type="checkbox"/> NO	8B. VA CLAIM NUMBER ( <i>If known</i> )	

MILITARY SERVICE (SEE INSTRUCTIONS FOR PROOF OF SERVICE ON THE NEXT PAGE)

9A. ARE YOU CURRENTLY ON ACTIVE DUTY? ( <i>If you are currently serving on active duty, leave the "Date Separated" field blank</i> ) <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>IMPORTANT: Please provide your dates of service. In many cases eligibility can be established based on data in VA systems. However, it is recommended that proof of service be provided, if readily available. Proof of service is required for persons who entered service after September 7, 1980 and were discharged after serving less than 2 years.</b>	BRANCH OF SERVICE	DATE ENTERED	DATE SEPARATED	OFFICER OR ENLISTED	SERVICE NUMBER ( <i>If different from Social Security Number</i> )
9B. ACTIVE SERVICE - <b>Do not include any periods of Active Duty for Training or Active Guard Reserve service. Do include any activation for duty under Title 10 U.S.C (e.g. Reserve or Guard unit mobilized)</b>					
9C. RESERVE OR NATIONAL GUARD SERVICE <b>Include any periods of Active Duty for Training (ADT) or Active Guard Reserve service. Do not include any activation for duty under Title 10 U.S.C. (e.g. Reserve or Guard unit mobilized)</b>					

PREVIOUS VA LOANS (SEE INSTRUCTIONS ON THE NEXT PAGE - Attach a separate sheet if information for all homes will not fit in Item 10)

10A. DO YOU NOW OWN ANY HOMES(S) PURCHASED OR REFINANCED WITH A VA-GUARANTEED LOAN? <input type="checkbox"/> YES ( <i>If "Yes," complete Items 10B thru 10D</i> ) <input type="checkbox"/> NO ( <i>If "No," skip to Item 14</i> ) <input type="checkbox"/> NOT APPLICABLE (NA) - I HAVE NEVER OBTAINED A VA-GUARANTEED HOME LOAN ( <i>If "NA," skip to Item 14</i> )	10B. DATE OF LOAN ( <i>Month and Year</i> )	10C. STREET ADDRESS	10D. CITY AND STATE
11A. ARE YOU APPLYING FOR THE <b>ONE-TIME ONLY RESTORATION</b> OF ENTITLEMENT TO PURCHASE ANOTHER HOME? <input type="checkbox"/> YES <input type="checkbox"/> NO ( <i>If "Yes," complete Items 11B thru 11D</i> )	11B. DATE OF LOAN ( <i>Month and Year</i> )	11C. STREET ADDRESS	11D. CITY AND STATE
12A. ARE YOU APPLYING FOR A RESTORATION OF ENTITLEMENT TO OBTAIN A <b>REGULAR (CASH-OUT) REFINANCE</b> ON YOUR CURRENT HOME? <input type="checkbox"/> YES <input type="checkbox"/> NO ( <i>If "Yes," complete Items 12B thru 12D</i> )	12B. DATE OF LOAN ( <i>Month and Year</i> )	12C. STREET ADDRESS	12D. CITY AND STATE
13A. ARE YOU REFINANCING AN EXISTING VA LOAN TO OBTAIN A LOWER INTEREST RATE <b>WITHOUT RECEIVING</b> ANY CASH PROCEEDS (IRRRL)? <input type="checkbox"/> YES <input type="checkbox"/> NO ( <i>If "Yes," complete Items 13B thru 13D</i> )	13B. DATE OF LOAN ( <i>Month and Year</i> )	13C. STREET ADDRESS	13D. CITY AND STATE

I CERTIFY THAT the statements in this document are true and complete to the best of my knowledge.

14A. SIGNATURE OF VETERAN ( <i>Do NOT print</i> )	14B. DATE SIGNED
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FEDERAL STATUTES PROVIDE SEVERE PENALTIES FOR FRAUD, INTENTIONAL MISREPRESENTATION, CRIMINAL CONNIVANCE OR CONSPIRACY PURPOSED TO INFLUENCE THE ISSUANCE OF ANY GUARANTY OR INSURANCE BY THE SECRETARY OF VETERANS

FOR VA USE ONLY ( <i>Please do not write below this line</i> )	DATE RETURNED
REASON(S) FOR RETURN	

# INSTRUCTIONS FOR VA FORM 26-1880

**PRIVACY ACT NOTICE** - VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (for example: the authorized release of information to Congress when requested for statistical purposes) identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, and published in the Federal Register. Your obligation to respond is required in order to determine the qualifications for a loan.

**RESPONDENT BURDEN** - This information is needed to help determine a veteran's qualifications for a VA guaranteed home loan. Title 38, U.S.C., section 3702, authorizes collection of this information. We estimate that you will need an average of 15 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at [www.reginfo.gov/public/do/PRAMain](http://www.reginfo.gov/public/do/PRAMain). If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

## A. YOUR IDENTIFYING INFORMATION

**Item 1** - Tell us your complete name, as you would like it to appear on your Certificate of Eligibility (COE).

**Item 4B** - If you served under another name, provide the name as it appears on your discharge certificate (DD Form 214).

**Item 7** - You can have your Certificate of Eligibility sent to you at your current mailing address, or directly to your lender, or to any mailing address you provide in **Item 7B**.

**Item 8B** - In most cases, your VA claim number is the same as your Social Security Number. If you are not sure of your VA claim number, leave this field blank.

## B. MILITARY SERVICE

**Item 9 - NOTE** - Cases involving other than honorable discharges will usually require further development by VA. This is necessary to determine if the service was under other than dishonorable conditions.

**Item 9A** - If you are currently serving on regular active duty, eligibility can usually be established based on data in VA systems. However, in some situations you may be asked to provide a statement of service signed by, or by direction of, the adjutant, personnel officer, or commander of your unit or higher headquarters. The statement may be in any format; usually a standard or bulleted memo is sufficient. It should identify you by name and social security number, and provide: (1) your date of entry on your current active duty period and (2) the duration of any time lost (or a statement noting there has been no lost time). Generally this should be on military letterhead.

**Item 9B - Active Service** (not including Active Duty Training or Active Guard Reserve service)-the best evidence to show your service is your discharge certificate (DD Form 214) showing active duty dates and type of discharge. If you were separated after October 1,1979, the DD214 was issued in several parts (copies). We are required to have a copy showing the character of service (Item 24) and the narrative reason for separation (Item 28). We prefer the MEMBER-4 copy, however we can accept any copy that contains these items. The copy number is shown on the bottom right of the form. We don't need the original; a photocopy is acceptable. Any Veterans Services Representative in the nearest Department of Veterans Affairs office or center will assist you in securing necessary proof of military service.

**NOTE** - A reservist or member of the National Guard can be called to active duty under either of two legal authorities. Title 10 U.S. Code covers those who are ordered to regular active duty under federal call up. Reservists may also be called to active service under the authority of Title 32 U.S. Code. Service covered under Title 32 U. S. Code includes basic training (Initial Active Duty for Training or IADT) annual training, as well as certain types of full-time duty may be called Active Guard Reserve, Active Duty for Special Work. Full-time National Guard Duty or Active Duty Support. Service under Title 10 U.S. Code is qualifying active duty for the VA Home Loan Benefit. Active service under Title 32 U.S. Code, however, does NOT qualify under the active duty requirements. Service under Title 32 U.S. Code can be used to meet the 6-year requirement to qualify as a member of the Selected Reserve or National Guard.

**Item 9C - National Guard Service:** You may submit NGB Form 22, Report of Separation and Record of Service, or NGB Form 23, Retirement Points Accounting, or their equivalent. We are required to have a copy showing character of service.

**Selected Reserve Service (Including Active Duty Training and Active Guard Reserve) - You may submit (Including Active Duty Training and Active Guard Reserve) - You may submit a copy of your latest annual retirement points statement and evidence of honorable service. There is no single form used by the Reserves similar to the DD Form 214 or NGB Form 22. The following forms are commonly used, but others may be acceptable:**

Army Reserve	DARP FM 249-2E
Naval Reserve	NRPC 1070-124
Air Force Reserve	AF 526
Marine Corps Reserve	NAVMC 798
Coast Guard Reserve	CG 4174 or 4175

If you are still serving in the Selected Reserves or the National Guard, you must include an original statement of service signed by, or by the direction of, the adjutant, personnel officer, or commander of your unit or higher headquarters showing your date of entry and the length of time that you have been a member of the Selected Reserves. At least 6 years of honorable service must be documented.

## C. PREVIOUS VA LOANS

**Items 10 through 14.** Your eligibility is reusable depending on the circumstances. Normally, if you have paid off your prior VA loan and no longer own the home, you can have your used eligibility restored for additional use. Also, on a one-time only basis, you may have your eligibility restored if your prior VA loan has been paid in full but you still own the home. Normally VA receives notification that a loan has been paid. In some instances, it may be necessary to include evidence that a previous VA loan has been paid in full. Evidence can be in the form of a paid-in-full statement from the former lender, a satisfaction of mortgage from the clerk of court in the county where the home is located, or a copy of the HUD-1 settlement statement completed in connection with a sale of the home or refinance of the prior loan. Many counties post public documents (like the satisfaction of mortgage) online.

**Item 11A. One-Time Restoration.** If you have paid off your VA loan, but still own the home purchased with that loan, you may apply for a one-time only restoration of your entitlement in order to purchase another home that will be your primary residence. Once you have used your one-time restoration, you must sell all homes before any other entitlement can be restored.

**Item 12A. Regular (cash-out) Refinance.** You may refinance your current VA or non-VA loan in order to pay off the mortgage and/or other liens of record on the home. This type of refinance requires an appraisal and credit qualifying.

**Item 13A. Interest Rate Reduction Refinancing Loan (IRRRL).** You may refinance the balance of your current VA loan in order to obtain a lower interest rate, or convert a VA adjustable rate mortgage to a fixed rate. The new loan may not exceed the sum of the outstanding balance on the existing VA loan, plus allowable fees and closing costs, including VA funding fee and up to 2 discount points. You may also add up to \$6,000 of energy efficiency improvements into the loan. A certificate of eligibility is not required for IRRRL. Instead, a Prior Loan Validation, obtained through our online system WebLGY can be used in lieu of a COE. Presently, this application is only available to lenders. In WebLGY, a lender can select Eligibility from the toolbar and then Prior Loan Validation. Enter the veteran's Social Security Number and Last Name. The system will then, in most cases, pull up the veteran's active loan information. Print the Prior Loan Validation screen and use it in lieu of the COE.



## VA ASSUMPTION NOTICE

You have applied for a VA guaranteed mortgage. If the commitment is made on or after March 1, 1988, the loan will be subject to restriction on assumability. The loan may be accelerated if the property securing it is sold without the loan being paid in full, unless:

- a) The loan is current, and
- b) The prospective purchaser will assume full responsibility for the repayment of the loan, including indemnity liability to the Veteran's Administration, which states: "If the loan is assumed, the assumpor agrees to assume all of the obligations of the Veteran under the terms of the instruments creating and securing the loan including the obligation of the veteran to indemnify the Veteran's Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness," and
- c) Qualifies from a credit standpoint.

I (We) hereby acknowledge receipt of this VA Assumption Notice

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

## VA OPTION CLAUSE

It is expressly agreed that, notwithstanding any other provisions of this sales agreement/contract, the veteran/purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The Veteran/Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date