

Authorization to Obtain Credit

I/We hereby authorize the lender listed below, its agents or assigns, to verify my past and present employment earnings records, past and present employment status, bank accounts, stock holdings and any other asset balances that are needed to process my mortgage loan application. I further authorize the lender, its agents or assigns, to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a photocopy of this form will also serve as authorization.

The information the lender, its agents or assigns, obtains is to be used in the processing of my application for a mortgage loan. This information may also be obtained in conjunction with a Quality Control review of the file before or after the loan has closed. I also authorize the lender to release information to third parties (including, for example, companies that are affiliated with the lender) to allow them to offer their products and services to me. You may direct us not to share such information with an affiliate, other than information relating solely as to transactions and experiences between you and us, by sending us written notice at Customer Service, 7550 France Avenue South, # 340, Edina, MN 55435.

Privacy Act Notice: The information to be obtained will be used by the lender, its agent or assigns, and any federal agency insuring, guaranteeing, or purchasing the mortgage to determine whether you qualify as a prospective borrower under the lender's and the agency's underwriting standards. The information will not be disclosed outside the lender or the federal agency without your consent except to the person or company verifying the information including, but not limited to, your employer, bank, lender, and any other credit reference as needed to verify other credit information and as permitted by law. You do not have to give us this information but if you do not, your mortgage loan application may be delayed or rejected. The information we will obtain is authorized by Title 38, U.S.C., Chapter 37 (if VA); and 12 U.S.C. Section 1701 et seq. (if HUD/FHA).

Right to Financial Privacy Act Certificate (Exhibit B)

The Department of Housing and Urban Development certifies, in compliance with the right to Financial Privacy Act of 1978, that in connection with the request for access to financial records, it is in compliance with the applicable provisions of said Act.

Silvio J. DeBartolomeis
General Deputy Assistant Secretary

AUTHORIZATION TO RELEASE INCOME INFORMATION

I/We authorize you to provide to the credit grantor, and to any potential investor or insurer of this credit transaction, federal and state records of employment and income history, including State Employment Security Agency records. This authorization is for this transaction only and continues in effect for one (1) year unless limited by state law, in which case the authorization continues in effect for the maximum period, not to exceed one (1) year, allowed by law.

Borrower

Date

Social Security Number

Co-Borrower

Date

Social Security Number

Lender Name

How to request a Copy of Appraisal Report

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write us at:

PHH Home Loans
Attn: Postclosing Department
7550 France Avenue South, Suite 340
Edina, MN 55435

We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application. In your letter you *must* give us the following information:

1. Loan Number 2. Your Name 3. Mailing Address 4. Phone Number 5. Property Address of the Appraisal

We will require you to pay for the cost of the appraisal and copying fees before providing a copy of the appraisal to you.

I. Affiliated Business Arrangement Disclosure Statement

1. If you have applied for a conventional mortgage loan and you are putting less than 20% down, your loan requires mortgage insurance. If United Guaranty Residential Insurance Company ("United"), General Electric Mortgage Insurance Corporation ("GEMICO") or Radian Guaranty Inc. ("Radian") is the provider of private mortgage insurance, the following disclosure applies to your loan.

If United is the provider of private mortgage insurance, this is to give you notice that PHH Home Loans, LLC has a business relationship with Atrium Insurance Corporation ("Atrium"), a company that provides reinsurance. Atrium is a wholly-owned subsidiary of PHH Corporation. PHH Corporation has a 50.1% ownership interest in PHH Home Loans, LLC. Because of this relationship, this referral may provide PHH Home Loans, LLC a financial or other benefit.

If GEMICO is the provider of private mortgage insurance, this is to give you notice that PHH Home Loans, LLC has a business relationship with Atrium Insurance Corporation ("Atrium"), a company that provides reinsurance. Atrium is a wholly-owned subsidiary of PHH Corporation. PHH Corporation has a 50.1% ownership interest in PHH Home Loans, LLC. Because of this relationship, this referral may provide PHH Home Loans, LLC a financial or other benefit.

If Radian is the provider of private mortgage insurance, this is to give you notice that PHH Home Loans, LLC has a business relationship with Atrium Insurance Corporation ("Atrium"), a company that provides reinsurance. Atrium is a wholly-owned subsidiary of PHH Corporation. PHH Corporation has a 50.1% ownership interest in PHH Home Loans, LLC. Because of this relationship, this referral may provide PHH Home Loans, LLC a financial or other benefit.

You will not pay any fees directly to Atrium. If you decide to select United, GEMICO or Radian for mortgage guaranty insurance, United, GEMICO, or Radian will pay a reinsurance fee to Atrium for its assumption of United's, GEMICO's or Radian's risk.

Based on your principal loan amount, loan-to-value ratio, and other elements of your loan, the charge by United, GEMICO or Radian for mortgage guaranty insurance is listed on your attached Good Faith Estimate.

You are NOT required to use United, GEMICO or Radian, and therefore Atrium, as a condition for the settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. However, United and GEMICO pride themselves on offering competitive rates while at the same time providing high-quality customer service.

2. If you have elected to obtain your hazard or flood insurance through Homeowner's Select, the following disclosure applies to your loan.

This is to give you notice that Homeowner's Select has an affiliated business relationship with PHH Home Loans, LLC, by providing hazard and flood insurance to customers of PHH Home Loans, LLC. PHH Corporation has a 50.1% ownership interest in PHH Home Loans, LLC. PHH Corporation has an equity-ownership interest in Homeowner's Select. Because of this relationship, this referral may provide PHH Home Loans, LLC a financial or other benefit.

Aside from the normal insurance premiums, as disclosed on your attached Good Faith Estimate, there are no additional cost incurred by you due to the business relationship of Homeowner's Select and PHH.

You are NOT required to use Homeowner's Select, as a condition for the settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. However, Homeowner's Select prides itself on offering competitive rates while at the same time providing high-quality customer service.

3. The appraisal, if required, is being obtained by Speedy Title and Appraisal Review Services, LLC ("STARS") and, therefore, the following disclosure applies to your loan.

This is to give you notice that PHH Home Loans, LLC has a business relationship with STARS who provides appraisal services for customers of PHH Home Loans, LLC. STARS is a subsidiary of PHH Corporation. PHH Corporation has 50.1% ownership interest in PHH Home Loans, LLC. Because of this relationship, the referral may provide PHH Home Loans, LLC a financial or other benefit.

We, as the lender, will require you to use STARS as a condition of your loan on this property to represent our interests in the transaction. The cost of these services is described in the attached Good Faith Estimate.

4. Your flood determination services may be provided by Speedy Title & Appraisal Review Services, LLC ("STARS") and, therefore, the following disclosure applies to your loan.

This is to give you notice that PHH Home Loans, LLC has a business relationship with STARS who may provide the flood determination services for customers of PHH Home Loans, LLC. STARS and PHH Home Loans, LLC are both direct, wholly-owned subsidiaries of PHH Corporation. The cost of providing these services is described on your attached Good Faith Estimate. Because of this relationship, the referral may provide PHH Home Loans, LLC a financial or other benefit.

You are NOT required to use STARS for your flood determination, as a condition for the settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

- 5. If you are purchasing your home from Cendant Mobility Services (“Cendant Mobility”), the following disclosures apply to your loan.

This is to give you notice that Cendant Mobility has a business relationship with PHH Home Loans, LLC. Cendant Mobility is an indirect, wholly-owned subsidiary of Cendant Corporation. Cendant Corporation has a 49.9% ownership interest in PHH Home Loans, LLC. Because you are in the process of buying Cendant Mobility property, you are being afforded the benefit of using PHH Home Loans, LLC for your mortgage financing. Because of this affiliated relationship, this referral may provide PHH Home Loans, LLC a financial or other benefit.

Aside from the normal closing costs, as disclosed on your Good Faith Estimate, there are no additional costs incurred by you due to the business relationship of Cendant Mobility and Cendant Corporation.

You are NOT required to use Cendant Mobility, as a condition for the settlement of your loan. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. However, Cendant Mobility prides itself on offering competitive rates while at the same time providing high-quality customer service.

- 6. Your title search, title insurance and/or settlement services may be provided by one of the (“Companies”) listed below and therefore the following disclosure applies to your loan.

This is to give you notice that PHH Home Loans, LLC has a business relationship with:

- Apex Real Estate Information Services, LLP
- Apex Real Estate Information Services Alabama, LLC
- Apex Real Estate Information Services, LLC
- Burnet Title, Inc., a Minnesota Corporation
- Burnet Title, Inc. d/b/a Burnet Title of Wisconsin
- Burnet Title, LLC, a Minnesota Corporation
- Burrow Closing Management Corporation, A California Corporation
- Burrow Escrow Services, Inc.
- Central Florida Title Company
- Equity Title Company
- Guardian Title Company
- Guardian Title Agency, LLC
- Keystone Closing Services, LLC
- Mid-Exchange, Inc.
- NRT Mid-Atlantic Title Services, LLC
- NRT Settlement Services of Missouri, Inc.
- NRT Settlement Services of Missouri, Inc. d/b/a U.S. Title Company
- NRT Settlement Services of Texas, Inc.
- Progressive Title Company, Inc.
- Secured Land Transfers, Inc.
- St. Joe Title Services, Inc.
- St. Joe Title Services, Inc. d/b/a Sunbelt Title Agency
- Terramar Guarantee Title & Trust Inc.
- West Coast Escrow Company

Companies are indirect, wholly-owned subsidiaries of Cendant Corporation. Cendant Corporation has a 49.9% ownership interest in PHH Home Loans, LLC. The cost of providing these services is described on your attached Good Faith Estimate. Because of this relationship, this referral may provide PHH Home Loans, LLC with a financial or other benefit.

You are NOT required to use these companies as a condition for the settlement of your loan. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgement

By signing this document, you acknowledge that the lender is referring you to purchase the settlement services described above and may receive a financial or other benefit as a result of the referral.

Borrower

Co-Borrower

Date

Date

Servicing Transfer Disclosure

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 CONTENT.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. ss. 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 serving 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 after the effective date of the 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 upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and the 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. 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. ss. 2605) gives you certain consumer rights whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, your servicer must provide you with a written acknowledgement within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your 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 in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

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

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

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

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

This estimate does 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.

- We have previously assigned, sold or transferred the servicing of first lien mortgage loans.

CERTIFICATION OF MAILING

I certify that I received a written application from _____ Applicant(s) on _____ 20____. No face-to-face interview was held at the time of application. A copy of this Disclosure Statement was mailed to the applicants at _____ (address or addresses) on the same day the application was received.

Loan Officer

Date

ACKNOWLEDGMENT 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

DATE

APPLICANT

DATE

Lock-In Procedures

VERY IMPORTANT INFORMATION

PLEASE READ AND RETAIN FOR YOUR RECORDS

APPLICANTS WHO DECIDE TO FLOAT THEIR RATE AND POINTS AT THE TIME OF APPLICATION MAY LOCK-IN BETWEEN 12:30 PM AND 4:30 PM ON ANY BUSINESS DAY.

**APPLICANTS MUST COME INTO
OUR OFFICE AND SIGN A WRITTEN
PRICING AGREEMENT
(THIS IS REQUIRED BY MN STATUTE 47.206)**

ONCE LOCKED, YOU HAVE PROTECTED YOUR RATE AND POINTS, IN THE EVENT OF AN INCREASE, YOU ARE PROTECTED. IF RATES AND POINTS DECLINE, PLEASE REMEMBER THAT IT WAS YOUR CHOICE TO LOCK AND YOU MUST ABIDE BY YOUR AGREEMENT.

ALL LOANS MUST BE “LOCKED-IN” NO LESS THAN THREE BUSINESS DAYS PRIOR TO CLOSING. THIS REQUIREMENT IS TO ENSURE THAT WE HAVE ADEQUATE TIME TO PREPARE AND DELIVER YOUR CLOSING DOCUMENTS IN A TIMELY MANNER.

By signing, you have read, understand and agree to comply with these requirements.

Applicant

Date

Applicant

Date



Home Owner’s Insurance Information

FOR YOUR CONVENIENCE, PLEASE GIVE THIS INFORMATION TO YOUR INSURANCE AGENT.

- Names must appear on the Insurance Binder exactly as they will on the mortgage documents. *i.e., Mary A. and John B. Doe.*
- The Mortgage clause must read exactly as:

**PHH Home Loans, LLC
 Its Successors and/or Assigns
 PO Box 5954
 Springfield, OH 45501-5954
 Attn: Insurance Dept.**

- Coverage must provide for claims to be settled on a *replacement-cost basis*;

OR

should be the lesser of (a) the loan amount or, (b) the total value less the site value x 80%.
Example: Total value is \$209,000 less site value of \$48,000 = 161,000 x 80% = \$128,800. If the loan amount is \$195,000 the coverage should be for \$128,800, but if the loan amount is \$50,000 coverage should be for \$50,000.

- Homeowner’s Insurance policies that limit/exclude from coverage, perils such as windstorm, hurricane, hail damage, are not acceptable. If policy excludes such coverage, a separate policy/endorsement that provides adequate coverage is required.
- Deductibles cannot exceed \$1,000 or 1% of the face amount of the policy, unless State Law requires a higher maximum deductible.**
- The insurance company you select must have a “Bests” general policyholder’s rating of “B” or higher and a financial size category of at least “III”.

**Insurance agent must fax a copy of insurance binder to Sherrie Engst,
 Loan Processor, at least one week prior to closing.**

Sherrie Engst
 Loan Processor
 PHH Home Loans
 (952) 844-6816 / Office
 (952) 844-6868 / Fax
 sengst@cbburnet.com / e-mail

Applicant

Date

Applicant

Date



MINNESOTA NON-AGENCY DISCLOSURE

This disclosure is being provided to you pursuant to the Minnesota Residential Mortgage Originator and Servicer Licensing Act, Chapter 58, Section 15.

PHH HOME LOANS, LLC, IS NOT ACTING AS YOUR AGENT IN CONNECTION WITH OBTAINING A RESIDENTIAL MORTGAGE LOAN. WHILE WE SEEK TO ASSIST YOU IN MEETING YOUR FINANCIAL NEEDS, WE CANNOT GUARANTEE THE LOWEST OR BEST TERMS AVAILABLE IN THE MARKET.

Please acknowledge your receipt and understanding of this disclosure by signing below.

Applicant

Date

Applicant

Date



Consent to Share Information With Your Real Estate Professional

Yes [] No []

Please review the following disclosure regarding your consent to sharing information about you with your real estate professional.

As part of the loan process, we will be collecting information about you such as:

- Name, address, income and assets
- Credit history (this includes credit balances and payment histories)
- Information regarding the property to be purchased
- Other mortgage experiences, such as loan amount and approval status

It is common and customary for us to share information with your real estate professional on a need-to-know basis. This will assist in expediting the home-buying process and meeting your desired closing date.

These are some of the benefits of allowing us to share your loan information with your real estate professional throughout the processing of your loan:

- The more your real estate professional understands about your loan, the more efficiently they will be able to identify the best homes for you and your family.
- They will be able to effectively market you as a qualified homebuyer.
- They will help to expedite the loan process by providing items such as the agreement of sale.
- The real estate agent can assist to ensure a smooth closing process by helping to coordinate some of the documents that will be necessary to complete the process of your loan.

Please be aware that even if you do not give us consent, we may need to send the appraisal to your real estate professional to facilitate the appraisal process and contact them about title work.

If you agree to permit us to share all of your loan information with your real estate professional, please check the “Yes” box above, sign and date below acknowledging your understanding of this disclosure and return this document to us.

Applicant

Date

Applicant

Date

PRIVACY PLEDGE, cont.

The next two sections describe the customer-information sharing practices for which you would have a right to opt out of the disclosure. The practices are being described to you now for informational purposes only. At closing, you will receive a more detailed description of these practices and will be given an opportunity to opt out of such practices at that time.

The next two sections describe the customer-information sharing practices for which you would have a right to opt out of the disclosure. The practices are being described to you now for informational purposes only. At closing, you will receive a more detailed description of these practices and will be given an opportunity to opt out of such practices at that time.

INFORMATION THAT WE MAY SHARE ABOUT OUR CUSTOMERS WITH COMPANIES OUTSIDE OUR AFFILIATED FAMILY OF COMPANIES

We may share any or all of the information we collect about our customer (unless prohibited by law) with the following types of companies outside our affiliated family of companies, unless you tell us not to:

- Financial service providers, such as insurance companies, mortgage lenders and other finance companies, bank, and credit unions, that wish to tell you about products or services that might benefit you;
- Non-financial companies, such as retailers and consumer products companies; and
- Others, such as membership groups, non-profits and Internet companies

INFORMATION WE MAY SHARE ABOUT OUR CUSTOMERS WITHIN OUR AFFILIATED FAMILY OF COMPANIES

We may share with businesses within our affiliated family of companies any or all of the information we receive about our customers. Our affiliated family of companies offers many additional products and services that may be of interest to you; one of the reasons for us to share information about you within our family is to be able to notify you about these additional products and services.

Business within our affiliated family of companies that may receive information about our customers include:

- Financial service providers, such as insurance agencies, financial institutions and relocation companies;

Non-financial service companies, such as franchisers of real estate and hotel brands, and car rental companies; Others, such as various membership groups

Once you become our customer, if you tell us not to share information about you within our affiliated family of companies, we will not share the following types of information about you:

- Certain information that we obtain about you from your application, such as your income or your asset information;
- Information we obtain from a consumer report, such as your credit score or credit history;
- Information we obtain to verify representations made by you, such as your open lines of credit; and
- Information we obtain from a person regarding its employment, credit or other relationship with you, such as your employment history.

The above information is referred to as "Consumer Report Information".

FORMER CUSTOMERS

In the event you cease to be our customer, we will maintain and disclose your information consistent with the privacy policies and practices pertaining to customers that are described in this notice.

A NOTE ABOUT SECURITY

We understand that the security of your personal information is very important to you, and we are committed to protecting your information. Our policy is to grant access to your information, whether you are a consumer or customer, only to those employees who need to know that information to provide products and services to you. Also we maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information.

OTHER IMPORTANT INFORMATION

We reserve the right to modify or supplement this Privacy Pledge at any time. If our Privacy Pledge changes, we will provide our current consumers and customers with the new Privacy Pledge.

 Signature

Date

Signature

Date

USA Patriot Act Disclosure

IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR A MORTGAGE

In this disclosure, "you" and "your" refers to the customer and "we" and "us" refers to the lender.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who applies for a new mortgage.

What this means to you: When you apply for a loan, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. At the time of loan closing, we may also ask to see your driver's license or other identifying documents.

Signature:

Date:

Date of Birth:

(mo/day/yr)

(Borrower)

(Co-Borrower)

(additional)