MORTGAGE LOAN DISCLOSURE STATEMENT – GOOD FAITH ESTIMATE NONTRADITIONAL MORTGAGE LOAN PRODUCT (ONE TO FOUR RESIDENTIAL UNITS (RE885) INFORMATIONAL SHEET

WHEN TO USE THIS FORM

NONTRADITIONAL LOAN PRODUCTS – THIS FORM MUST BE USED WHEN THE LOAN PRODUCT BEING OFFERED TO THE CONSUMER ALLOWS THE BORROWER TO DEFER REPAYMENT OF PRINCIPAL OR INTEREST AND IS SECURED BY A 1 TO 4 UNIT RESIDENTIAL PROPERTY WHETHER OWNER OR NON-OWNER OCCUPIED.

Commissioner's Regulation 2842 defines a nontraditional loan product as "a loan that allows borrowers to defer repayment of principal or interest. Such products include, but are not limited to, interest only loans where the borrower pays no loan principal for a period of time and payment option loans where one or more of the payment options may result in negative amortization. A "nontraditional loan product" does not include reverse mortgages or home equity lines of credit (other than simultaneous second lien loans)."

If the loan product is **NOT** a nontraditional loan product the RE882 or RE883 form may be used.

<u>PROPERTY SECURING THE LOAN</u> – This form is used only when the real property securing the <u>nontraditional</u> loan is a 1 to 4 unit residential property <u>whether owner or non-owner occupied</u>. When the property securing the loan is <u>NOT</u> a 1 to 4 unit residential property the RE882 or RE883 may be used.

TIPS ON COMPLETING THIS FORM

Page 1 – Compensation to Broker (Not Paid Out of Loan Proceeds) – This section is completed to disclose any compensation received by the broker from a lender in the form of a yield/spread premium, service release premium or any other rebate or compensation.

Page 2 - Section III – If the "Initial Adjustable Rate" box is checked, complete sections IV through XI. If the "Fixed Rate" box is checked and the loan has an interest only or negative amortization payment feature skip sections IV through IX and complete section X and XI as appropriate.

Page 3 – Certification – If any or all of the columns on page 4, section XIX, with the exception of the last column "Proposed Loan", in the Typical Mortgage Transactions portion of the form are not completed, the broker **MUST** read and complete the Certification on page 3.

Page 4 - Section XIX – Comparison of Sample Mortgage Features (One to Four Residential Units) – Use the "Instructional Guide for Nontraditional Loan Disclosure (Page 4)" found on the DRE Web site at www/dre.ca.gov/frm_forms.html and go to Mortgage Lending Brokers. If the broker does not offer one or more comparison loan products, the box "not offered" should be checked for that particular loan product. However, the broker must provide the required information in all columns except those for which the broker has executed the CERTIFICATION on page 3 of the RE885.

DO NOT LEAVE ANY LINES OR SPACES BLANK.

After completion, the form must be signed by the broker or broker's representative and provided to the borrower within THREE (3) DAYS OF RECEIVING THE BORROWER'S COMPLETED WRITTEN LOAN APPLICATION.

A COPY OF THE FORM SIGNED BY THE BORROWER MUST BE RETAINED BY THE BROKER FOR A PERIOD OF THREE (3) YEARS.

RE 885 (Rev. 8/08)

MORTGAGE LOAN DISCLOSURE STATEMENT/ GOOD FAITH ESTIMATE NONTRADITIONAL MORTGAGE PRODUCT (ONE TO FOUR RESIDENTIAL UNITS)

,	
Borrower's Name(s):	
Real Property Collateral: The intended security for this proposed description)	sed loan will be a Deed of Trust on (street address or legal
This joint Mortgage Loan Disclosure Statement/Good Faith Estimate a real estate broker acting as a mortgage broker, pursuant to the Federa similar California law. In a transaction subject to RESPA, a lender wis business days of the receipt of your loan application. You will also be the name of the intended lender to whom your loan application will	al Real Estate Settlement Procedures Act (RESPA) if applicable and ill provide you with an additional Good Faith Estimate within three oe informed of material changes before settlement/close of escrow.
□ Unknown □	(Name of lender, if known)

GOOD FAITH ESTIMATE OF CLOSING COSTS

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

HUD-1	Item	Paid to Others	Paid to Broker
800	Items Payable in Connection with Loan		
801	Lender's Loan Origination Fee	\$	\$
802	Lender's Loan Discount Fee	\$	\$
803	Appraisal Fee	\$	\$
804	Credit Report	\$	\$
805	Lender's Inspection Fee	\$	\$
808	Mortgage Broker Commission/Fee	\$	\$
809	Tax Service Fee	\$	\$
810	Processing Fee	\$	\$
811	Underwriting Fee	\$	\$
812	Wire Transfer Fee	\$	
		\$	\$
900	Items Required by Lender to be Paid in Advance		
901	Interest for days at \$ per day	\$	\$
902	Mortgage Insurance Premiums	\$	\$
903	Hazard Insurance Premiums	\$	\$
904	County Property Taxes	\$	\$
905	VA Funding Fee	\$	\$
		\$	\$
1000	Reserves Deposited with Lender		
1001	Hazard Insurance: months at \$/mo.	\$	\$
1002	Mortgage Insurance: months at \$/mo.	\$	\$
1004	Co. Property Taxes: months at \$/mo.		\$
		\$	\$
1100	Title Charges		·
1101	Settlement or Closing/Escrow Fee	\$	\$
1105	Document Preparation Fee	\$	\$
1106	Notary Fee	\$	\$
1108	Title Insurance	\$	\$
1100	1100 1100101100	\$	\$ \$
1200	Government Recording and Transfer Charges	<u> </u>	Ψ
1200	Recording Fees	\$	\$
1201	City/County Tax/Stamps	\$ \$	
1202	City/County Tax/Stamps	\$	\$
1200	Additional Settlement Charges	Ψ	Ψ
1300	9	¢	¢
1302	Pest Inspection	\$	\$
		\$	
totals of In	itial Fees, Commissions, Costs and Expenses	\$	
Total o	of Initial Fees, Commissions, Costs and Expenses	\$	
npensation	to Broker (Not Paid Out of Loan Proceeds):		
Mortga	age Broker Commission/Fee	\$	
Any A	dditional Compensation from Lender	☐ Yes \$	

ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES

1.	Proposed Loan Amount:		\$
	Initial Commissions, Fees, Costs and Expenses Summarized on Page 1:	\$	
	Payment of Other Obligations (List):		
	Credit Life and/or Disability Insurance (see XIV below)		
		\$ \$	
	Subtotal of All Deductions:		\$
	Estimated Cash at Closing	ay	\$
II.	Proposed Loan Term:	Months	
III.	Proposed Interest Rate:%	Initial Adjustable Rate	
	If the Fixed Rate Box is checked in Section III immediately althrough IX.	pove, proceed to section X.	Do not complete sections IV
IV	Initial Adjustable Rate in effect forMonths		
V.	Fully Indexed Interest Rate%		
VI.	Maximum Interest Rate%		
VII.	Proposed Initial (Minimum) Loan Payment \$ Monthly		
VIII.	Interest Rate can Increase% eachMonths		
IX.	Payment Options end after Months or% of C	Original Balance, whichever	comes first
X.	After months you will not have the option to make mir (increases in your principal balance), if any, will no longer be allow you may then have to make principal and interest payments of \$_ remaining months of the loan. These payments will be payments.	owed. Assuming you have n at the maximum i	nade minimum payments, nterest rate in effect for the
XI.	If your loan contains negative amortization, at the time no addition be \$ assuming minimum payments are made.	nal negative amortization w	vill accrue, your loan balance will
XII.	The loan is subject to a balloon payment: ☐ No ☐ Yes. If Yes, of \$ will be due on/_/ [estimated date (mo		plies and a final balloon payment
	NOTICE TO BORROWER: IF YOU DO NOT HAVE THE IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW I BALLOON PAYMENT. IN THAT CASE, YOU MAY AGAIN I FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION PAYMENTS OR THE BALLOON PAYMENT, YOU MAY IT THROUGH FORECLOSURE. KEEP THIS IN MIND IN DELOAN.	LOAN AGAINST YOUR HAVE TO PAY COMMISS ON, IF YOU ARE UNABL LOSE THE PROPERTY A	PROPERTY TO MAKE THE SIONS, FEES, AND EXPENSES E TO MAKE THE MONTHLY AND ALL OF YOUR EQUITY
XIII.	Prepayments: The proposed loan has the following prepayment p	provisions:	
	\square No prepayment penalty (you will not be charged a penalty to	pay off or refinance the loa	n before maturity)
	☐ You will have to pay a prepayment penalty if the loan is paid off penalty could be as much as \$ Any prepayment		
	□ original loan balance or		
	□ unpaid balance		
than the	for the first years will include a penalty not to exceed interest you would be charged if the loan were paid to maturity.	months interest at the	note interest rate but not more
	Other – you will have to pay a prepayment penalty if the loan	n is paid off or refinanced in	the first years as follows:
XIV.	Taxes and Insurance:		
	\square There will be an impound (escrow) account which will coprincipal and interest payments for the payment of \square county \square flood insurance \square other.		
	☐ If there is no impound (escrow) account you will have to plant insurance ☐ mortgage insurance ☐ flood insurance ☐ other of approximately \$ per year.		nty property taxes* □ hazard
şi.	In a purchase transaction, county property taxes are calculated require the payment of an additional (supplemental) tax bill fro	-	

or you if not escrowed.

	Other Liens: Are there liens currently on this If Yes, describe below:	s property for which the borrower is	, congaced: L 110 L 1	l'es
	Lienholder's Name	Amount Owing	Priority	
	Liens that will remain or are anticipated on this prop (including the proposed loan for which you are apple Lienholder's Name	• • •	are applying is made or arrang	 ged
	NOTICE TO BORROWER: Be sure that you state broker to arrange this loan, but it cannot be arrange commissions, costs, fees, and expenses even though	ed because you did not state these liens co		
VII.	Article 7 Compliance: If this proposed loan is secured by a junior lien in a principal amount of les in compliance with Article 7 of Chapter 3 of the Real	ss than \$20,000, the undersigned broker ce al Estate Law.	ertifies that the loan will be ma	ade
	A. This loan □ may □ will □ will not be made woof the Business and Professions Code.	wholly or in part from broker controlled fur	nds as defined in Section 10241	(j)
	B. If the broker indicates in the above statement the inform the borrower prior to the close of escrotunds.			
VIII.	This loan is based on limited or no documentation	•	ve a higher interest rate, or mo	ore
, 111.	points or fees than other products requiring docume	entation: No Yes		
, 111.	points or fees than other products requiring docume	entation: □ No □ Yes		
,	points or fees than other products requiring docume	entation: □ No □ Yes		
,	points or fees than other products requiring docume	entation: □ No □ Yes		
	points or fees than other products requiring docume	entation: □ No □ Yes		
	points or fees than other products requiring docume	entation: □ No □ Yes		
	points or fees than other products requiring docume	entation: □ No □ Yes		
	points or fees than other products requiring docume	entation: □ No □ Yes		
		TICE TO BROKER		
11		ICE TO BROKER	4 of this RE 885 form, are no	ı t
11	NOT f any of the columns in section XIX, Comparison of ompleted, you must certify to the following:	ICE TO BROKER	4 of this RE 885 form, are no	ot
In constant of the constant of	NOT f any of the columns in section XIX, Comparison of ompleted, you must certify to the following:	SICE TO BROKER of Sample Mortgage Features, on page 4 CERTIFICATION hereby certify (or declare) that the failure to st column "Proposed Loan" in the Typical earch, I have determined that the product specific to the structure of the structure	to complete the information in Mortgage Transactions portio pecified in that column is not	ı on
II, and an arrange of arrange produced to the control of the contr	f any of the columns in section XIX, Comparison completed, you must certify to the following:	CERTIFICATION thereby certify (or declare) that the failure to st column "Proposed Loan" in the Typical earch, I have determined that the product so the borrower to whom this form applies decreased.	to complete the information in Mortgage Transactions portion pecified in that column is not oes not qualify for that particu	ı on
II, and an arrange of arrange produced to the control of the contr	f any of the columns in section XIX, Comparison completed, you must certify to the following:	CERTIFICATION thereby certify (or declare) that the failure to st column "Proposed Loan" in the Typical earch, I have determined that the product so the borrower to whom this form applies decreased.	to complete the information in Mortgage Transactions portion pecified in that column is not oes not qualify for that particu	ı on
II, and and and p	f any of the columns in section XIX, Comparison completed, you must certify to the following:	CERTIFICATION thereby certify (or declare) that the failure to st column "Proposed Loan" in the Typical earch, I have determined that the product so the borrower to whom this form applies decreased.	to complete the information in Mortgage Transactions portion pecified in that column is not oes not qualify for that particular foregoing is true and correct.	ı on
II, and and and p	f any of the columns in section XIX, Comparison completed, you must certify to the following:	CERTIFICATION thereby certify (or declare) that the failure to st column "Proposed Loan" in the Typical earch, I have determined that the product so the borrower to whom this form applies decreased.	to complete the information in Mortgage Transactions portion pecified in that column is not oes not qualify for that particular foregoing is true and correct.	ı on

TYPICAL MORTGAGE TRANSACTIONS

	Principal and Interest	Interest Only	<u>5/1 ARM</u>	Interest Only	Option Payment	Proposed Loan Type of Loan:
	Fully Amortizing	Fully Amortizing	Fully Amortizing	Fully Amortizing	Fully Amortizing	Type of
	□ Not Offered*	□ Not Offered*	□ Not Offered*	□ Not Offered*	□ Not Offered*	Amortization:
PROPOSED LOAN AMOUNT \$ YEAR TERM	Fixed Rate (%)	Fixed Rate (%) Interest Only for First 5 Years	Fixed Rate for First 5 Years; Adjustable Each Year After First 5 Years (Initial rate for 1 to 5 is%; Maximum Rate is%)	Interest Only and Fixed Rate for First 5 years; Adjustable Rate Each Year After First 5 Years (Initial rate for 1 to 5 is%; Maximum Rate is%)	Adjustable Rate for Entire Term of the Mortgage (Rate in month 1 is%; Rate in month 2 through year 5 is%; Maximum Rate is%)	Explanation of Type of Proposed Loan Product:
Payment Scenarios	Τ	Г	Γ	Г	т	
Minimum Monthly Payment Years 1-5 except as noted	\$**	\$	\$	\$	\$**** (1st year only)	\$
Monthly Payment in Year 6 with no change						
in rates	\$	\$***	\$	\$	\$	\$
Monthly Payment in Year 6 with a 2% rise						
in rates	\$	\$	\$	\$	\$	\$
Minimum Monthly Payment	\$	\$	\$	\$	\$	\$
Your Gross Income	\$	\$	\$	\$	\$	\$
Difference	\$	\$	\$	\$	\$	\$
Maximum Monthly Payment in Year 6 with						
a 5% rise in rates	\$	\$	\$	\$	\$	\$
Your Gross Income	\$	\$	\$	\$	\$	\$
Difference	\$	\$	\$	\$	\$	\$
Loan Balance Scenarios	S I	T		T	Т	
How much will be owed after 5 years?	\$	\$	\$	\$	\$	\$
Has the loan balance been reduced after 5 years of payments?	Yes The loan balance was reduced by \$	No The loan balance was not reduced	Yes The loan balance was reduced by \$	No The loan balance was not reduced	No The loan balance increased by \$	No/Yes The loan balance: did not change/ increased/decreased by \$
The inform	d" indicates the broation provided for	oker does not offer the products not of	the comparison loa	n product. from sources deen	ned reliable. □ Yes	
		1 5			mount because the	y include both
**** This illustrates minimum monthly payments that are based on an interest rate that is in effect during the first month only. The payments required during the first year will not be sufficient to cover all of the interest that is due when the rate increases in the second month of the loan. Any unpaid interest amount will be added to the loan balance. Minimum payments for years 2-5 are based on the higher interest rate in effect at the time, subject to any contract limits on payment increases. Minimum payments will be recast (recalculated) after 5 years, or when the loan balance reaches a certain limit, to cover both principal and interest at the applicable rate.						
IMPORTANT NOTE	E. Please use this of	nart to discuss noss	ible loans with you	ır broker or lender		
If a mortgage loan with your home loother duties. XX. NOTICE TO derstood all of	broker licensed oan/mortgage, the BORROWER: Th	by the Californine agent owes you	a Department of u certain fiducia	Real Estate is active duties, and C		ory law imposes have read and un-
Name of	Broker	Lice	nse #	Broker's Represen	ntative	License #
Broker's	Address					
Signatur	re of Broker		Date OR	Signature of Repr	resentative	Date

Department of Real Estate license information telephone number: 877-373-4542, or check license status at www.dre.ca.gov

Borrower

Date

Date

Borrower

Instructional Guide for Nontraditional Loan Disclosure (Page 4) (one to four residential units)

	Principal and Interest Fully Amortizing □ Not Offered*	Interest Only Fully Amortizing □ Not Offered*	5/1 ARM Fully Amortizing □ Not Offered* Fixed Rate for	Interest Only Fully Amortizing □ Not Offered* Interest Only	Option Payment Fully Amortizing □ Not Offered* Adjustable Rate	Proposed Loan Type of Loan: Type of Amortization: Explanation of
PROPOSED LOAN AMOUNT \$	Fixed Rate (<u>②</u> %)	Fixed Rate (3 %) Interest Only for First 5 Years	Fixed Rate for First 5 Years; Adjustable Each Year After First 5 Years (Initial rate for 1 to 5 is 4 %; Maximum Rate is 4 %)	and Fixed Rate for First 5 years; Adjustable Rate Each Year After First 5 Years (Initial rate for 1 to 5 is 4 %; Maximum Rate is 4 %)	for Entire Term of the Mortgage (Rate in month 1 is	Type of Proposed Loan Product:
Payment Scenarios						
Minimum Monthly Payment Years 1-5 except as noted	\$ <u>6</u> **	\$ <u> </u>	\$ <u>8</u>	\$	\$**** (1st year only)	\$
Monthly Payment in Year 6 with no change in rates	\$	\$***	\$ <u>1</u>	\$	\$ <u>(3</u>	\$
Monthly Payment in Year 6 with a 2% rise in rates	\$	\$	\$	\$	\$ <u>16</u>	\$
Minimum Monthly Payment	\$ <u>6</u>	\$	\$8	\$	\$	\$
Your Gross Income	\$	\$	\$	\$	\$	\$ <u></u>
Difference	\$	\$	\$	\$	\$	\$
Maximum Monthly Payment in Year 6 with a 5% rise in rates	\$ <u>6</u>	\$ <u>10</u>	\$ <u>19</u>	\$ <u>@</u>	\$ <u>2</u>	\$
Your Gross Income	\$	\$	\$ <u></u>	\$	s <u>17</u>	s <u>17</u>
Difference	\$	\$	\$	\$	\$	\$
Loan Balance Scenarios	-					
How much will be owed after 5 years?	\$	\$	\$	\$	\$	\$
Has the loan balance been reduced after 5 years of payments?	Yes The loan balance was reduced	No The loan balance	Yes The loan balance was reduced	No The loan balance	The loan balance increased	No/Yes The loan balance: did not change/ increased/decreased
Dranged loon	amount and term	was not reduced	by \$ <u>4</u>	was not reduced	by \$ @	by \$ @

- ① Proposed loan amount and term.
- 2 Current interest rate for fixed rate loan.
- 3 Current interest rate for fixed rate loan that is interestonly for first 5 years.
- 4 Current fixed interest rate for first 5 years and maximum rate based on 5% maximum increase.
- (5) Current initial interest rate for month 1; interest rate for month 2 through year 5 based on current fully-indexed interest rate; maximum rate based on 5% maximum increase.
- 6 Fixed rate loan payment (see *)
- Interest-only payment based on fixed rate for first 5 years.
- 8 P&I payment based on fixed rate for first 5 years.
- Minimum option payment based on month 1 rate for first year only(see ***).
- 10 P&I payment for remaining term (see **).
- 1 P&I payment for remaining term (same as #8).
- 1 P&I payment for remaining term.
- P&I payment based on increased principal balance for remaining term.
- P&I payment for remaining term based on decreased principal balance at 2% increase in interest rate.

- (5) P&I payment for remaining term based on original principal balance at 2% increase in interest rate.
- **(6)** P&I payment for remaining term based on increased principal balance at 2% increase in interest rate.
- **7** Borrower's gross income from loan application.
- (8) Subtract minimum monthly payment from gross income.
- (9) P&I payment for remaining term based on reduced principal balance at maximum interest rate.
- P&I payment for remaining term based on original principal balance at maximum interest rate.
- ② P&I payment for remaining term based on increased principal balance at maximum interest rate.
- Subtract maximum monthly payment from gross income.
- ② Calculate loan balance after 5 years based on minimum monthly payments for years 1 through 5.
- ② Calculate the amount the loan balance has increased or decreased after 5 years.
- (5) Insert type of proposed loan product.
- 66 Insert applicable information for each scenario.
- * "Not offered" indicates the broker does not offer the comparison loan product. The information provided for the products not offered was obtained from sources deemed reliable. Yes No
- ** This illustrates an interest rate and payments that are fixed for the life of the loan.
- *** This illustrates payments that are fixed after the first five years of the loan at a higher amount because they include both principal and interest.
- **** This illustrates minimum monthly payments that are based on an interest rate that is in effect during the first month only. The payments required during the first year will not be sufficient to cover all of the interest that is due when the rate increases in the second month of the loan. Any unpaid interest amount will be added to the loan balance. Minimum payments for years 2-5 are based on the higher interest rate in effect at the time, subject to any contract limits on payment increases. Minimum payments will be recast (recalculated) after 5 years, or when the loan balance reaches a certain limit, to cover both principal and interest at the applicable rate.