



Company NMLS# 348049

Thank you for considering Rubiola Mortgage Company for your financing needs.

I have included the following documents as part of your Residential Loan Application.

- 1) Texas Mortgage Company Disclosure
- 2) Consumer Complaint Notice & Information
- 3) Documents Required for Loan Submission
- 4) Borrower Signature Authorization
- 5) Borrower's Certification and Authorization
- 6) Equal Credit Opportunity Act
- 7) Notice of Penalties for Making False or Misleading Statement
- 8) Helpful Do's & Don'ts
- 9) Dual Role Form
- 10) Arbitration Agreement
- 11) Uniform Residential Loan Application

Please complete and sign these documents and return to me at your earliest convenience.

Respectfully

Rubiola Mortgage Company



Company NMLS# 348049
TEXAS MORTGAGE COMPANY DISCLOSURE

Residential Mortgage Loan Originator: _____
NMLS ID: _____

Duties and Nature of Relationship

- We will submit your loan application to a participating lender which we may from time to time contract upon such terms as you may request or a lender may require. In connection with this mortgage loan, we are acting as an independent contractor and not as your agent
- We will make your loan ourselves. In connection with this mortgage loan, we are acting as an independent contractor and not as your agent.
- We will be acting as follows:

How we will be compensated

- 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 you or by the lender or investor .
- Our pricing for your loan is based upon:

CONSUMERS WISHING TO FILE A COMPLAINT AGAINST A COMPANY OR A RESIDENTIAL MORTGAGE LOAN ORIGINATOR SHOULD COMPLETE AND SEND A COMPLAINT FORM TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. COMPLAINT FORMS AND INSTRUCTIONS MAY BE OBTAINED FROM THE DEPARTMENT'S WEBSITE AT WWW.SML.TEXAS.GOV. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

THE DEPARTMENT MAINTAINS A RECOVERY FUND TO MAKE PAYMENTS OF CERTAIN ACTUAL OUT OF POCKET DAMAGES SUSTAINED BY BORROWERS CAUSED BY ACTS OF LICENSED RESIDENTIAL MORTGAGE LOAN ORIGINATORS. A WRITTEN APPLICATION FOR REIMBURSEMENT FROM THE RECOVERY FUND MUST BE FILED WITH AND INVESTIGATED BY THE DEPARTMENT PRIOR TO THE PAYMENT OF A CLAIM. FOR MORE INFORMATION ABOUT THE RECOVERY FUND, PLEASE CONSULT THE DEPARTMENT'S WEB SITE AT WWW.SML.TEXAS.GOV.

Applicant(s)
Signed: _____
Name: _____
Date: _____

Residential Mortgage Loan Originator
Signed: _____
Name: _____
NMLS ID: _____
Date: _____

Signed: _____
Name: _____
Date: _____

Figure: 7 TAC §80.200(b)

“CONSUMERS WISHING TO FILE A COMPLAINT AGAINST A COMPANY OR A RESIDENTIAL MORTGAGE LOAN ORIGINATOR SHOULD COMPLETE AND SEND A COMPLAINT FORM TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. COMPLAINT FORMS AND INSTRUCTIONS MAY BE OBTAINED FROM THE DEPARTMENT’S WEBSITE AT WWW.SML.TEXAS.GOV. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

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Documents and Information Required for Loan Submission

- Copies of most recent paystubs covering at least 30 days.

_____ Borrower _____ Co Borrower

- Copies of Last 2 Years of W-2's.

_____ Borrower _____ Co Borrower

- Copies of the last 2 years tax returns, all pages, signed.
- Copies of the last 2 years all K-1's and other supporting schedules.
- Copies of all asset accounts statements, most recent 2 months, all pages, Checking, Savings, Mutual Funds, Annuities.
- Receipted Earnest Money Contract executed by all parties.
- If previously married, provide signed copy of Divorce Decree, all pages.
- Copy of Drivers License and Social Security Card.

_____ Borrower _____ Co Borrower

- Tax Rolls and Insurance Declaration Page for all Real Estate owned.
- Credit Card information to order appraisal. Loan Processor will contact you when ordered.

Type: _____ Account # _____ Exp: _____ CVS: _____

Name as it appears on card: _____


Billing Address: _____

For Refinances:

- Copy of Homeowners Insurance/Include Agents name & Phone#.
- Property Survey.
- Copy of prior Settlement Statement.
- Copy of monthly Mortgage Statement.
- Contact email address(s): _____

Borrower Signature Authorization

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

Part I: General Information	
1. Borrower(s)	2. Name and address of Lender/Broker
3. Date	4. Loan Number
	
1600 NE Loop 410 Suite 222 San Antonio, Texas 78209	

Part II: Borrower Authorization

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

The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan.

Borrower

Date

Borrower

Date

Borrowers' Certification and Authorization

CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a mortgage loan through Rubiola Mortgage Co. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that Rubiola Mortgage Co reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan through Rubiola Mortgage Co. As part of the application process, Rubiola Mortgage Co and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Rubiola Mortgage Co and to any investor to whom Rubiola Mortgage Co may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. Rubiola Mortgage Co or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower

Date

Co-Borrower

Date

EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO:

PROPERTY ADDRESS:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this company is the Federal Trade Commission 600 N.W. Pennsylvania Ave Washington DC 20530

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

(Applicant) (Date)

(Applicant) (Date)



NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING STATEMENT

WARNING:

Intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.

I/we, the undersigned home loan applicant(s), represent that I/we have received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

I/we represent that all statements and representations contained in my/our written home loan application, including statements or representations regarding my/our **identity, employment, annual income, and intent to occupy the residential real property** secured by the home loan, are true and correct as of the date of loan closing.

Applicant: _____

Date: _____

Co-Applicant(s) _____

Date: _____



Helpful Do's and Don'ts When Applying for a Mortgage

- DO Keep originals of all pay-stubs, bank statements, and other important financial documentation.
- DO Provide all documentation for the sale of your current home, including sales contract, closing statement, employer relocation/buy-out program if applicable.
- DO Notify your Loan Officer if you plan to receive gift funds for closing costs.
- DO Notify your Loan Officer of any employment changes such as a recent raise, promotion, transfer, change of pay status, for example, salary to commission .
- DO Be aware that a new credit report could be pulled just prior to closing.
- DON'T Change jobs/employer without inquiring about the impact this change might have on your loan.
- DON'T Make major purchases during or prior to closing, such as a new car, furniture, appliances, etc., as this may impact your qualifying debt to income ratios.
- DON'T Obtain and/or deposit unusually large sums of money without notifying your Loan Officer. Many loan guidelines require documentation as to the source of these funds.
- DON'T Close or open or transfer any asset accounts without asking your Loan Officer about the proper documentation required for your loan file, e.g. transferring all funds in your savings account.
- DON'T Open or increase any liabilities, including credit cards, signature loans or other lines during the loan process as it may impact your qualifying ratios.



Disclosure of Multiple Roles in a Consumer Real Estate Transaction

To: _____ From: _____

In connection with your efforts to identify residential real estate (as defined in Texas Finance Code Chapter 180.002(20)) for purchase and your efforts to obtain financing for that purchase, I will be acting as your

mortgage loan originator and in the following role(s) *(check all that are applicable)*:

as a real estate broker, agent, salesperson or representative for
 the seller you (the buyer) you AND the seller, as an intermediary

as an attorney for

the seller you (the buyer) the lender (preparing loan documents)

As required by law or as otherwise deemed appropriate, I may provide you other disclosures, describing in greater detail one or more of the roles described above.

Acting in these multiple roles presents the potential for conflicts of interest. If an actual conflict of interest is identified, I will promptly disclose it to you. Examples of potential conflicts of interest include the possibility that services I provide to you in one capacity may affect my compensation in connection with services I provide to you in another capacity.

By your execution below you acknowledge these disclosures and consent to my multiple roles. You acknowledge that you have read this disclosure and understand it, that you have been given the opportunity to ask questions, and that I have responded fully to any and all such questions.

Signature

Signature

Name

Name

Date

Date

Arbitration Agreement

This Arbitration Agreement is made by and between _____ ("Customer") of _____ ("Address") and Rubiola Mortgage Company. In the event that any other term, provision or covenant of any other agreement entered into between Rubiola Mortgage Company and Customer conflicts with any term, provision or covenant of this Arbitration Agreement, then such term, provision or covenant of the Arbitration Agreement shall control to the extent of the conflict.

Arbitration The parties agree as follows:

(a) Any and all controversies between the parties shall be resolved by arbitration Before at least three neutral arbitrators in accordance with the commercial arbitration rules of the American Arbitration Association in effect at the time of filing, save and except those consumer rotated claims and controversies involving an aggregate amount of less than Ten Thousand dollars (\$10,000.00) which shall be conducted in accordance with the American Arbitration Association rules for the resolution of consumer-related disputes of less than Ten Thousand Dollars.

Each of the parties shall pay an equal share of the arbitration costs, fees, expenses, and of the arbitrator's fees, costs, and expenses.

(b) The award of the arbitrators, or a majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. The arbitration award shall be in writing and specify the factual and legal bases for the award. The arbitrators, or a majority of them, shall award attorney's fees and costs to the prevailing party pursuant to the terms of this agreement.

(c) Arbitrable disputes include any and all controversies or claims between the parties of whatever type or manner, including without limitation, all past, present and/or future credit facilities and/or agreements involving the parties. This arbitration provision shall survive any termination, amendment, or expiration of the agreement in which this agreement is contained, unless all of the parties otherwise expressly agree in writing.

(d) For purposes of this provision, "the parties" means Rubiola Mortgage Company, and each and all persons and entities signing this agreement or any other agreements between or among any of the parties as part of this transaction. "The parties" shall also include individual partners, affiliates, officers, directors, employees, agents, and/or representatives of any party to such documents, and shall include any other owner and holder of this agreement

(e) Any aggrieved party shall serve a written notice of intent to arbitrate to any and all opposing parties within 360 days after dispute has arisen. A dispute is defined to have arisen only upon receipt of service of judicial process, including service of a counterclaim. The issue of waiver pursuant to this agreement is an arbitrable dispute.

(f) The parties further agree that (i) no arbitration proceeding hereunder shall be Certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated and (ii) no arbitration proceeding.

(g) All statutes of limitations which would otherwise be applicable shall apply to any and all claims asserted in any arbitration proceeding hereunder and the commencement of any arbitration preceding tolls such statutes of limitations.

(h) The parties acknowledge that this agreement evidences a transaction involving interstate commerce. The federal arbitration act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause of the agreement.

(i) Venue of any arbitration proceeding hereunder shall be in Bexar County, Texas.

Borrower

Co-Borrower

Rubiola Mortgage Company, Inc.

By: _____

Printed Name: _____

Title: _____

Uniform Residential Loan Application

Verify and complete the information on this application. If you are applying for this loan with others, each additional Borrower must provide information as directed by your Lender.

Section 1: Borrower Information.

This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

1a. Personal Information

Name (First, Middle, Last, Suffix) _____

Social Security Number _____ - ____ - ____
(or Individual Taxpayer Identification Number)

Alternate Names – List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix) _____

Date of Birth (mm/dd/yyyy)
____ / ____ / ____

Citizenship

- U.S. Citizen
 Permanent Resident Alien
 Non-Permanent Resident Alien

Type of Credit

- I am applying for **individual credit**.
 I am applying for **joint credit**. Total Number of Borrowers: _____
Each Borrower intends to apply for joint credit. **Your initials:** _____

List Name(s) of Other Borrower(s) Applying for this Loan

(First, Middle, Last, Suffix) – Use a separator between names

Marital Status

- Married
 Separated
 Unmarried
(Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship)

Dependents (not listed by another Borrower)

Number _____
Ages _____

Contact Information

Home Phone (____) _____ - _____
Cell Phone (____) _____ - _____
Work Phone (____) _____ - _____ Ext. _____
Email _____

Current Address

Street _____ Unit # _____
City _____ State _____ ZIP _____ Country _____
How Long at Current Address? ____ Years ____ Months **Housing** No primary housing expense Own Rent (\$ _____ /month)

If at Current Address for LESS than 2 years, list Former Address Does not apply

Street _____ Unit # _____
City _____ State _____ ZIP _____ Country _____
How Long at Former Address? ____ Years ____ Months **Housing** No primary housing expense Own Rent (\$ _____ /month)

Mailing Address – if different from Current Address Does not apply

Street _____ Unit # _____
City _____ State _____ ZIP _____ Country _____

1b. Current Employment/Self-Employment and Income

Does not apply

Employer or Business Name _____ Phone (____) _____ - _____
Street _____ Unit # _____
City _____ State _____ ZIP _____ Country _____

Gross Monthly Income

Base \$ _____ /month
Overtime \$ _____ /month
Bonus \$ _____ /month
Commission \$ _____ /month
Military Entitlements \$ _____ /month
Other \$ _____ /month
TOTAL \$ _____ 0.00/month

Position or Title

Start Date ____ / ____ / ____ (mm/dd/yyyy)

How long in this line of work? ____ Years ____ Months

Check if this statement applies:

- I am employed by a family member, property seller, real estate agent, or other party to the transaction.

- Check if you are the Business Owner or Self-Employed I have an ownership share of less than 25%. **Monthly Income (or Loss)** \$ _____
 I have an ownership share of 25% or more. \$ _____

1c. IF APPLICABLE, Complete Information for Additional Employment/Self-Employment and Income

Does not apply

Employer or Business Name _____ Phone (____) ____ - ____
 Street _____ Unit # _____
 City _____ State _____ ZIP _____ Country _____

Gross Monthly Income
 Base \$ _____ /month
 Overtime \$ _____ /month
 Bonus \$ _____ /month
 Commission \$ _____ /month
 Military Entitlements \$ _____ /month
 Other \$ _____ /month
TOTAL \$ _____ 0.00/month

Position or Title _____
 Start Date ____ / ____ / ____ (mm/dd/yyyy)
 How long in this line of work? ____ Years ____ Months

Check if this statement applies:
 I am employed by a family member, property seller, real estate agent, or other party to the transaction.

Check if you are the Business Owner or Self-Employed I have an ownership share of less than 25%. **Monthly Income (or Loss)** \$ _____
 I have an ownership share of 25% or more.

1d. IF APPLICABLE, Complete Information for Previous Employment/Self-Employment and Income

Does not apply

Provide at least 2 years of current and previous employment and income.

Employer or Business Name _____
 Street _____ Unit # _____
 City _____ State _____ ZIP _____ Country _____

Previous Gross Monthly Income \$ _____ /month

Position or Title _____
 Start Date ____ / ____ / ____ (mm/dd/yyyy)
 End Date ____ / ____ / ____ (mm/dd/yyyy)

Check if you were the Business Owner or Self-Employed

1e. Income from Other Sources

Does not apply

Include income from other sources below. Under Income Source, choose from the sources listed here:

- Alimony
- Automobile Allowance
- Boarder Income
- Capital Gains
- Child Support
- Disability
- Foster Care
- Housing or Parsonage
- Interest and Dividends
- Mortgage Credit Certificate
- Mortgage Differential
- Payments
- Notes Receivable
- Public Assistance
- Retirement
- (e.g., Pension, IRA)
- Royalty Payments
- Separate Maintenance
- Social Security
- Trust
- Unemployment Benefits
- VA Compensation
- Other

NOTE: Reveal alimony, child support, separate maintenance, or other income ONLY IF you want it considered in determining your qualification for this loan.

Income Source – use list above	Monthly Income
	\$
	\$
	\$
Provide TOTAL Amount Here	\$ 0.00

Section 2: Financial Information — Assets and Liabilities. This section asks about things you own that are worth money and that you want considered to qualify for this loan. It then asks about your liabilities (or debts) that you pay each month, such as credit cards, alimony, or other expenses.

2a. Assets – Bank Accounts, Retirement, and Other Accounts You Have

Include all accounts below. Under Account Type, choose from the types listed here:

- Checking
- Savings
- Money Market
- Certificate of Deposit
- Mutual Fund
- Stocks
- Stock Options
- Bonds
- Retirement (e.g., 401k, IRA)
- Bridge Loan Proceeds
- Individual Development Account
- Trust Account
- Cash Value of Life Insurance (used for the transaction)

Account Type – use list above	Financial Institution	Account Number	Cash or Market Value
			\$
			\$
			\$
			\$
			\$
Provide TOTAL Amount Here			\$ 0.00

2b. Other Assets and Credits You Have Does not apply

Include all other assets and credits below. Under Asset or Credit Type, choose from the types listed here:

- | | |
|---|---|
| <p><i>Assets</i></p> <ul style="list-style-type: none"> • Proceeds from Real Estate Property to be sold on or before closing • Proceeds from Sale of Non-Real Estate Asset • Secured Borrowed Funds • Unsecured Borrowed Funds • Other | <p><i>Credits</i></p> <ul style="list-style-type: none"> • Earnest Money • Employer Assistance • Lot Equity • Relocation Funds • Rent Credit • Sweat Equity • Trade Equity |
|---|---|

Asset or Credit Type – use list above	Cash or Market Value
	\$
	\$
	\$
	\$
Provide TOTAL Amount Here	
	\$ 0.00

2c. Liabilities – Credit Cards, Other Debts, and Leases that You Owe Does not apply

List all liabilities below (except real estate) and include deferred payments. Under Account Type, choose from the types listed here:

- Revolving (e.g., credit cards)
- Installment (e.g., car, student, personal loans)
- Open 30-Day (balance paid monthly)
- Lease (not real estate)
- Other

Account Type – use list above	Company Name	Account Number	Unpaid Balance	To be paid off at or before closing	Monthly Payment
			\$	<input type="checkbox"/>	\$
			\$	<input type="checkbox"/>	\$
			\$	<input type="checkbox"/>	\$
			\$	<input type="checkbox"/>	\$
			\$	<input type="checkbox"/>	\$

2d. Other Liabilities and Expenses Does not apply

Include all other liabilities and expenses below. Choose from the types listed here:

- Alimony
- Child Support
- Separate Maintenance
- Job Related Expenses
- Other

	Monthly Payment
	\$
	\$
	\$

Borrower Name: _____

Section 3: Financial Information — Real Estate. This section asks you to list all properties you currently own and what you owe on them. *I do not own any real estate*

3a. Property You Own If you are refinancing, list the property you are refinancing FIRST.

Address Street _____ Unit # _____
 City _____ State _____ ZIP _____ Country _____

Property Value	Status: Sold, Pending Sale, or Retained	Intended Occupancy: Investment, Primary Residence, Second Home, Other	Monthly Insurance, Taxes, Association Dues, etc. if not included in Monthly Mortgage Payment	For 2-4 Unit Primary or Investment Property	
				Monthly Rental Income	For LENDER to calculate: Net Monthly Rental Income
\$ _____			\$ _____	\$ _____	\$ _____

Mortgage Loans on this Property *Does not apply*

Creditor Name	Account Number	Monthly Mortgage Payment	Unpaid Balance	To be paid off at or before closing	Type: FHA, VA, Conventional, USDA-RD, Other	Credit Limit (if applicable)
		\$ _____	\$ _____	<input type="checkbox"/>		\$ _____
		\$ _____	\$ _____	<input type="checkbox"/>		\$ _____

3b. IF APPLICABLE, Complete Information for Additional Property *Does not apply*

Address Street _____ Unit # _____
 City _____ State _____ ZIP _____ Country _____

Property Value	Status: Sold, Pending Sale, or Retained	Intended Occupancy: Investment, Primary Residence, Second Home, Other	Monthly Insurance, Taxes, Association Dues, etc. if not included in Monthly Mortgage Payment	For 2-4 Unit Primary or Investment Property	
				Monthly Rental Income	For LENDER to calculate: Net Monthly Rental Income
\$ _____			\$ _____	\$ _____	\$ _____

Mortgage Loans on this Property *Does not apply*

Creditor Name	Account Number	Monthly Mortgage Payment	Unpaid Balance	To be paid off at or before closing	Type: FHA, VA, Conventional, USDA-RD, Other	Credit Limit (if applicable)
		\$ _____	\$ _____	<input type="checkbox"/>		\$ _____
		\$ _____	\$ _____	<input type="checkbox"/>		\$ _____

3c. IF APPLICABLE, Complete Information for Additional Property *Does not apply*

Address Street _____ Unit # _____
 City _____ State _____ ZIP _____ Country _____

Property Value	Status: Sold, Pending Sale, or Retained	Intended Occupancy: Investment, Primary Residence, Second Home, Other	Monthly Insurance, Taxes, Association Dues, etc. if not included in Monthly Mortgage Payment	For 2-4 Unit Primary or Investment Property	
				Monthly Rental Income	For LENDER to calculate: Net Monthly Rental Income
\$ _____			\$ _____	\$ _____	\$ _____

Mortgage Loans on this Property *Does not apply*

Creditor Name	Account Number	Monthly Mortgage Payment	Unpaid Balance	To be paid off at or before closing	Type: FHA, VA, Conventional, USDA-RD, Other	Credit Limit (if applicable)
		\$ _____	\$ _____	<input type="checkbox"/>		\$ _____
		\$ _____	\$ _____	<input type="checkbox"/>		\$ _____

Section 4: Loan and Property Information. This section asks about the loan's purpose and the property you want to purchase or refinance.

4a. Loan and Property Information

Loan Amount \$ _____ Loan Purpose Purchase Refinance Other (specify) _____

Property Address Street _____ Unit # _____
 City _____ State _____ ZIP _____ County _____

Number of Units _____ Property Value \$ _____

Occupancy Primary Residence Second Home Investment Property **FHA Secondary Residence**

1. **Mixed-Use Property.** If you will occupy the property, will you set aside space within the property to operate your own business? (e.g., daycare facility, medical office, beauty/barber shop) NO YES

2. **Manufactured Home.** Is the property a manufactured home? (e.g., a factory built dwelling built on a permanent chassis) NO YES

4b. Other New Mortgage Loans on the Property You are Buying or Refinancing Does not apply

Creditor Name	Lien Type	Monthly Payment	Loan Amount/ Amount to be Drawn	Credit Limit (if applicable)
	<input type="radio"/> First Lien <input type="radio"/> Subordinate Lien	\$ _____	\$ _____	\$ _____
	<input type="radio"/> First Lien <input type="radio"/> Subordinate Lien	\$ _____	\$ _____	\$ _____

4c. Rental Income on the Property You Want to Purchase For Purchase Only Does not apply

Complete if the property is a 2-4 Unit Primary Residence or an Investment Property	Amount
Expected Monthly Rental Income	\$ _____
For LENDER to calculate: Expected Net Monthly Rental Income	\$ _____

4d. Gifts or Grants You Have Been Given or Will Receive for this Loan Does not apply

Include all gifts and grants below. Under Source, choose from the sources listed here:

- Community Nonprofit
- Federal Agency
- Relative
- State Agency
- Lender
- Employer
- Local Agency
- Religious Nonprofit
- Unmarried Partner
- Other

Asset Type: Cash Gift, Gift of Equity, Grant	Deposited/Not Deposited	Source – use list above	Cash or Market Value
	<input type="radio"/> Deposited <input type="radio"/> Not Deposited		\$ _____
	<input type="radio"/> Deposited <input type="radio"/> Not Deposited		\$ _____

Section 5: Declarations. This section asks you specific questions about the property, your funding, and your past financial history.

5a. About this Property and Your Money for this Loan

<p>A. Will you occupy the property as your primary residence? If YES, have you had an ownership interest in another property in the last three years? If YES, complete (1) and (2) below: (1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)? (2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?</p>	<p><input type="radio"/> NO <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> YES _____ _____</p>
<p>B. If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p>C. Are you borrowing any money for this real estate transaction (e.g., money for your closing costs or down payment) or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application? If YES, what is the amount of this money?</p>	<p><input type="radio"/> NO <input type="radio"/> YES \$ _____</p>
<p>D. 1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application? 2. Have you or will you be applying for any new credit (e.g., installment loan, credit card, etc.) on or before closing this loan that is not disclosed on this application?</p>	<p><input type="radio"/> NO <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> YES</p>
<p>E. Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes (e.g., the Property Assessed Clean Energy Program)?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>

5b. About Your Finances

<p>F. Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p>G. Are there any outstanding judgments against you?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p>H. Are you currently delinquent or in default on a Federal debt?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p>I. Are you a party to a lawsuit in which you potentially have any personal financial liability?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p>J. Have you conveyed title to any property in lieu of foreclosure in the past 7 years?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p>K. Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p>L. Have you had property foreclosed upon in the last 7 years?</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>
<p>M. Have you declared bankruptcy within the past 7 years? If YES, identify the type(s) of bankruptcy: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13</p>	<p><input type="radio"/> NO <input type="radio"/> YES</p>

Section 6: Acknowledgments and Agreements.

This section tells you about your legal obligations when you sign this application.

Acknowledgments and Agreements

Definitions:

- "Lender" includes the Lender's agents, service providers, and any of their successors and assigns.
- "Other Loan Participants" includes (i) any actual or potential owners of a loan resulting from this application (the "Loan"), (ii) acquirers of any beneficial or other interest in the Loan, (iii) any mortgage insurer, (iv) any guarantor, (v) any servicer of the Loan, and (vi) any of these parties' service providers, successors or assigns.

I agree to, acknowledge, and represent the following:

(1) The Complete Information for this Application

- The information I have provided in this application is true, accurate, and complete as of the date I signed this application.
- If the information I submitted changes or I have new information before closing of the Loan, I must change and supplement this application, including providing any updated/supplemented real estate sales contract.
- For purchase transactions: The terms and conditions of any real estate sales contract signed by me in connection with this application are true, accurate, and complete to the best of my knowledge and belief. I have not entered into any other agreement, written or oral, in connection with this real estate transaction.
- The Lender and Other Loan Participants may rely on the information contained in the application before and after closing of the Loan.
- Any intentional or negligent misrepresentation of information may result in the imposition of:
 - (a) civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any misrepresentation that I have made on this application, and/or
 - (b) criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of Federal law (18 U.S.C. §§ 1001 *et seq.*).

(2) The Property's Security

The Loan I have applied for in this application will be secured by a mortgage or deed of trust which provides the Lender a security interest in the property described in this application.

(3) The Property's Appraisal, Value, and Condition

- Any appraisal or value of the property obtained by the Lender is for use by the Lender and Other Loan Participants.
- The Lender and Other Loan Participants have not made any representation or warranty, express or implied, to me about the property, its condition, or its value.

(4) Electronic Records and Signatures

- The Lender and Other Loan Participants may keep any paper record and/or electronic record of this application, whether or not the Loan is approved.

- If this application is created as (or converted into) an "electronic application", I consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws.
- I intend to sign and have signed this application either using my:
 - (a) electronic signature; or
 - (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature.
- I agree that the application, if delivered or transmitted to the Lender or Other Loan Participants as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

(5) Delinquency

- The Lender and Other Loan Participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.
- If I have trouble making my payments I understand that I may contact a HUD-approved housing counseling organization for advice about actions I can take to meet my mortgage obligations.

(6) Authorization for Use and Sharing of Information

- By signing below, in addition to the representations and agreements made above, I expressly authorize the Lender and Other Loan Participants to obtain, use, and share with each other (i) the loan application and related loan information and documentation, (ii) a consumer credit report on me, and (iii) my tax return information, as necessary to perform the actions listed below, for so long as they have an interest in my loan or its servicing:
- (a) process and underwrite my loan;
 - (b) verify any data contained in my consumer credit report, my loan application and other information supporting my loan application;
 - (c) inform credit and investment decisions by the Lender and Other Loan Participants;
 - (d) perform audit, quality control, and legal compliance analysis and reviews;
 - (e) perform analysis and modeling for risk assessments;
 - (f) monitor the account for this loan for potential delinquencies and determine any assistance that may be available to me; and
 - (g) other actions permissible under applicable law.

Borrower Signature _____ Date (mm/dd/yyyy) ____/____/____

Additional Borrower Signature _____ Date (mm/dd/yyyy) ____/____/____

Borrower Name:

Uniform Residential Loan Application
Freddie Mac Form 65 • Fannie Mae Form 1003
Effective 1/2021

Section 7: Military Service. This section asks questions about your (or your deceased spouse's) military service.

Military Service of Borrower

Military Service – Did you (or your deceased spouse) ever serve, or are you currently serving, in the United States Armed Forces? NO YES

If YES, check all that apply: Currently serving on active duty with projected expiration date of service/tour ___ / ___ / ___ (mm/dd/yyyy)
 Currently retired, discharged, or separated from service
 Only period of service was as a non-activated member of the Reserve or National Guard
 Surviving spouse

Section 8: Demographic Information. This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: Check one or more

- Hispanic or Latino
 Mexican Puerto Rican Cuban
 Other Hispanic or Latino – Print origin: _____

For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.

- Not Hispanic or Latino
 I do not wish to provide this information

Sex

- Female
 Male
 I do not wish to provide this information

Race: Check one or more

American Indian or Alaska Native – Print name of enrolled or principal tribe: _____

- Asian
 Asian Indian Chinese Filipino
 Japanese Korean Vietnamese
 Other Asian – Print race: _____

For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.

- Black or African American
 Native Hawaiian or Other Pacific Islander
 Native Hawaiian Guamanian or Chamorro Samoan
 Other Pacific Islander – Print race: _____

For example: Fijian, Tongan, and so on.

- White
 I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

- Was the ethnicity of the Borrower collected on the basis of visual observation or surname? NO YES
Was the sex of the Borrower collected on the basis of visual observation or surname? NO YES
Was the race of the Borrower collected on the basis of visual observation or surname? NO YES

The Demographic Information was provided through:

- Face-to-Face Interview (includes Electronic Media w/ Video Component) Telephone Interview Fax or Mail Email or Internet

Borrower Name: _____

Section 9: Loan Originator Information. To be completed by your **Loan Originator.**

Loan Originator Information

Loan Originator Organization Name Rubiola Mortgage Company

Address 1600 NE Loop 410 Suite 222 San Antonio, Texas 78209

Loan Originator Organization NMLSR ID# 348049 State License ID# _____

Loan Originator Name _____

Loan Originator NMLSR ID# _____ State License ID# _____

Email _____ Phone (210) 828 - 6007

Signature _____ Date (mm/dd/yyyy) ____ / ____ / ____