

## NOTICE OF DISCLOSURE CONVENTIONAL FIXED RATE LOAN

This disclosure describes the features of a fixed rate Mortgage loan that you are considering. Information on other mortgage loans are available upon request. This is neither a contract nor commitment to make a mortgage loan.

### 1. MORTGAGE LOAN PAYMENT

Aside from the escrow or impound account discussed below, this type of loan does not adjust. It's interest rate, payment and term to maturity remain fixed throughout term of the loan.

### 2. DUE ON SALE CLAUSE

This type of loan contains a "due on sale clause". This clause gives the lender the right to require immediate repayment of the balance the Borrower owes if the property or any rights on it are sold or otherwise transferred without the written consent of the Lender. It can also result in a forced sale of the Borrower's mortgaged property in the event the Borrower cannot pay the entire debt immediately. The Lender may also sue the Borrower personally, to collect the outstanding debt.

### 3. PREPAYMENT PENALTY

You may prepay this loan in whole or in part without penalty at any time during the term of the loan.

### 4. LATE CHARGES FOR OVERDUE PAYMENTS

Unless the law where the secured real estate is located requires otherwise, if the Lender has not received the full amount of any monthly payment required under the Note and the Mortgage by the end of 15 calendar days after the date it is due, the Borrower will be obligated to pay a late charge to the Lender. The amount of this late charge will be five percent (5%) of the overdue payment of the principal and interest, unless the law requires a lesser amount. Borrower will pay this late charge only once on any late payment.

### 5. ESCROW OR IMPOUND PAYMENTS

Unless the law where the secured real estate is located requires otherwise, the Lender usually requires that the Borrower establish an escrow or impound account with it at the time of closing or settlement of the mortgage loan. It will also require that the Borrower add to this account by making regular or impound payments, in addition to loan payments of principal and interest.

An escrow or impound account is established and maintained by the Borrower making regular payments so that the Lender will be able to pay on behalf of the Borrower, all taxes imposed on the property Borrower pledges as security for the loan. The Lender may also require as part of the loan contract, that the Borrower's escrow or impound payments include amounts necessary to pay for the cost of hazard insurance or other insurance policies to protect the loan, pledged property or the security held by the Lender. In this way, both the Borrower and the Lender seek to have sufficient funds available to pay the tax and insurance bills when they become due.

If an escrow or impound payment is required, your monthly payment will include one-twelfth (1/12) of the estimated yearly real estate taxes, sewer charges, hazard insurance premiums, and if required by your loan commitment, flood insurance premiums and/or private mortgage insurance premiums. At closing or settlement, the Lender will also require that you make an advanced deposit for future payment of these items.

Each year your escrow or impound account will be analyzed to determine if the balance in the account and your monthly payment will be sufficient to pay current or future tax and insurance liabilities. You will be notified of any deficiencies in your escrow or impound account through a written notice. If a deficiency exists, the notice will advise that the deficiency may be corrected by making a lump sum payment or by paying monthly a pro-rata amount in addition to your current escrow or impound payment. If a surplus exists, the notice will advise that, under certain conditions, a lump sum check will be sent to you, or a credit will be made to our account.

In the event the Borrower fails to make the escrow or impound payments required under the Note and Mortgage, the Lender may assert certain rights. Such failure may constitute default under the Note and Mortgage and, if unresolved or uncured, gives rise to the Lender's right to declare the entire debt due in full immediately. This acceleration of the debt would obligate the Borrower to pay the entire amount of money he or she borrowed with accrued interest, all at once, instead of installments over the term of the loan.

If the Borrower cannot pay the entire debt upon the Lender's demand, the Lender may start foreclosure proceedings to force the sale of the secured property. This means that your ownership rights to the real property are cut off and the property is sold at public auction. The proceeds of such a sale would go to the Lender so that it may obtain payment in full of the debt. Also the Lender may sue the Borrower personally, to collect the outstanding debt.

Similarly, if an insufficient sum exists in the Borrower's escrow or impound account at the time a tax bill or insurance bill is due, the Borrower is obligated to pay the shortage, usually to the Lender. In this way, the Lender can make a timely payment of the bill by its due date. The Borrower's failure to pay such a shortage may constitute default and permit the Lender to assert its right to force a sale of the security property or sue the Borrower personally for the outstanding debt as discussed above.

The undersigned acknowledges receipt of this Notice of Disclosure for a Fixed Rate Mortgage Loan.

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date