

# Disclosure Notices

Borrower(s):	Property Address:
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**( ) Occupancy Statement**

This is to certify that I/we \_\_\_\_\_ intend to occupy the subject property as it is my/our **primary residence**. I/We hereby certify under penalty of U.S. Criminal Code Section 1010 Title 18 U.S.C., that the above statement submitted for the purpose of obtaining mortgage insurance under the National Housing Act is true and correct.

**Fair Credit Reporting Act**

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of denied credit due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

**Equal Credit Opportunity Act**

The 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 that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Income which you receive as alimony, child support, or separate maintenance need not be disclosed to this creditor unless you choose to rely on such sources to qualify for the loan. Income from these and other sources, including part-time or temporary employment, will not be discounted by this lender because of your sex or marital status. However, we will consider very carefully the stability and probable continuity of any income you disclose to us. The Federal Agency that administers compliance with this law concerning this creditor is:

**( ) Right to Financial Privacy Act**

I/We acknowledge that this is notice to me/us as required by the Right to Financial Privacy Act of 1978 that the Veterans Administration (in the case of a VA Loan) or Department of Housing and Urban Development (in the case of an FHA Loan) has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to me/us. Financial records involving my/our transactions will be available to the VA (in the case of a VA Loan) or to HUD (in the case of an FHA Loan) without further notice or authorization but will not be disclosed or released to another government agency or department without my/our consent, except as required or permitted by law.

**( ) Information Disclosure Authorization**

I/We hereby authorize you to release to **LANDMARK FINANCIAL** \_\_\_\_\_ for verification purposes, information concerning:

- ( ) Employment History, dates, title(s), income, hours worked, etc.
- ( ) Banking (checking & savings) account of record
- ( ) Mortgage loan rating, (opening date, high credit, payment amount, loan balance and payment)
- ( ) Any information deemed necessary in connection with consumer credit report for real estate transaction

This information is for the confidential use of this lender in compiling a mortgage loan credit report. A copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.

**( ) Anti-Coercion Statement**

The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subject to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirements of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative thereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance. I have selected the following agencies to write the insurance covering the property described above:

**( ) Flood Insurance Notification**

Federal regulations require us to inform you that the property used as security for this loan is located in an area identified by the U.S. Secretary of Housing & Urban Development as having special flood hazards and that in the event of damage to the property caused by flooding in a federally-declared disaster, federal disaster relief assistance, if authorized, will be available for the property.

At the closing you will be asked to acknowledge your receipt of this information. If you have any questions concerning this notice, kindly contact your loan officer.

**Important:** Please notify your insurance agent that the "loss payee" clause for the mortgagee on both the hazard and flood insurance must read as follows, unless otherwise advised:

**( ) Consumer Handbook on Adjustable Rate Mortgages**

I/We hereby acknowledge receipt from **LANDMARK FINANCIAL** \_\_\_\_\_ of a copy of the book titled "Consumer Handbook on Adjustable Rate Mortgages" this information was prepared by the Board of Governors of the Federal Reserve System and the Office of Thrift Supervision.

I/We hereby certify that I/we have read the Notices set forth above and fully understand all of the above.

Borrower	Date	Borrower	Date
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