



254.776.9550  
936.637.7710  
800.922.6428  
gencofcu.org

Real Estate Department  
PO Box 154998 Waco, TX  
76715-4998

Physical Address: Northeast Branch  
1500 N. Loop 340  
Waco, TX 76705

Thank you for your recent inquiry about our Home Equity Loans. If you have any questions, please contact the following:

Taylor Leatham  
Real Estate Loan Manager  
254-776-9550 Ext. 2226 (P)  
800-922-6428  
254-867-9564 (F)  
NMLS# 653716  
tleatham@gencofcu.org

Joy Melendez  
Real Estate Loan Processor  
254-776-9550 Ext. 2229(P)  
800-922-6428  
254-867-9564(F)  
NMLS# 1997168  
jmelendez@gencofcu.org

### Home Equity Checklist

Application, completed and signed by borrower(s)

Signed acknowledgment of receipt of Home Equity notice and 12 day notice\*

Authorization and Consent form signed by borrower(s)

Yes Or No - Does your home currently have Solar Panels or other fixtures being financed?

**PURPOSE OF LOAN:** \_\_\_\_\_

**Referred By:** \_\_\_\_\_



## UNIFORM RESIDENTIAL LOAN APPLICATION

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

Pursuant to California Civil Code 1812.30(j), a married applicant may apply for a separate account.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

**Borrower**

**Co-Borrower**

### I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other:	Agency Case Number	Lender Case Number
Amount	Interest Rate	No. of Months	Amortization Type:	<input type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM	<input type="checkbox"/> Other (explain): <input type="checkbox"/> ARM (type):
\$	%				

### II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (Street, City, State & Zip)	No. of Units
Legal Description of Subject Property (attach description if necessary)	Year Built
Purpose of Loan:	Property will be:
<input type="checkbox"/> Purchase <input type="checkbox"/> Refinance <input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent <input type="checkbox"/> Other (explain):	<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in: <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
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Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)

**Borrower**

### III. BORROWER INFORMATION

**Co-Borrower**

Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
Social Security Number	Home Phone (incl. area code)	Date of Birth (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	Date of Birth (mm/dd/yyyy)	Yrs. School
<input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (Include Single, Divorced, Widowed)				<input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (Include Single, Divorced, Widowed)			
Dependents (not listed by Co-Borrower) no.   ages				Dependents (not listed by Borrower) no.   ages			
Present Address (Street, City, State, Zip) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.				Present Address (Street, City, State, Zip) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			

If residing at present address for less than two years, complete the following:

Former Address (Street, City, State, Zip) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	Former Address (Street, City, State, Zip) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.
--	--

**Borrower**

**IV. EMPLOYMENT INFORMATION**

**Co-Borrower**

Name & Address of Employer

Name & Address of Employer

Self-Employed  Yrs. on this Job Yrs. employed in this line of work/profession

Self-Employed  Yrs. on this Job Yrs. employed in this line of work/profession

Position/Title/Type of Business Business Phone (incl. area code)

Position/Title/Type of Business Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer

Name & Address of Employer

Self-Employed  Dates (from - to) Monthly Income \$

Self-Employed  Dates (from - to) Monthly Income \$

Position/Title/Type of Business Business Phone (incl. area code)

Position/Title/Type of Business Business Phone (incl. area code)

Name & Address of Employer

Name & Address of Employer

Self-Employed  Dates (from - to) Monthly Income \$

Self-Employed  Dates (from - to) Monthly Income \$

Position/Title/Type of Business Business Phone (incl. area code)

Position/Title/Type of Business Business Phone (incl. area code)

**V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION**

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$	\$	\$	Rent	\$	
Overtime				First Mortgage (P&I)		\$
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>Total</b>	<b>\$</b>	<b>\$</b>

\*Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

## VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person, also.

Completed  Jointly  Not Jointly

ASSETS	Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Description				
Cash deposit toward purchase held by:	\$			
<b>List checking and savings accounts below</b>		<b>LIABILITIES</b>	<b>Monthly Payment &amp; Months Left to Pay</b>	<b>Unpaid Balance</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months \$ /	\$
Acct. No.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months \$ /	\$
Acct. No.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months \$ /	\$
Acct. No.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months \$ /	\$
Acct. No.	\$	Acct. No.		
Stock & Bonds (Company name/number & description)		Name and address of Company	\$ Payment/Months \$ /	\$
Life insurance net cash value		Acct. No.		
Face amount: \$		Name and address of Company	\$ Payment/Months \$ /	\$
<b>Subtotal Liquid Assets</b>				
Real estate owned (enter market value from schedule of real estate owned)		Acct. No.		
Vested interest in retirement fund		Name and address of Company	\$ Payment/Months \$ /	\$
Net worth of business(es) owned (attach financial statement)		Acct. No.		
Automobiles owned (make and year)		Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
Other Assets (itemize)		Job Related Expense (child care, union dues, etc.)	\$	
		<b>Total Monthly Payments</b>	\$	
<b>Total Assets a.</b>		<b>Net Worth (a minus b)</b>		<b>Total Liabilities b.</b>
\$		\$		\$

**VI. ASSETS AND LIABILITIES (cont.)**

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	<b>Totals</b>	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

**VII. DETAILS OF TRANSACTION**

a. Purchase price	\$
b. Alterations, improvements, repairs	
c. Land (if acquired separately)	
d. Refinance (incl. debts to be paid off)	
e. Estimated prepaid items	
f. Estimated closing costs	
g. PMI, MIP, Funding Fee	
h. Discount (if Borrower will pay)	
<b>i. Total Costs (add items a through h)</b>	
j. Subordinate financing	
k. Borrower's closing costs paid by Seller	
l. Other Credits (explain)	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	
n. PMI, MIP, Funding Fee financed	
o. Loan amount (add m & n)	
p. Cash from/to Borrower (subtract j, k, l & o from i)	

**VIII. DECLARATIONS**

If you answer "yes" to any questions a through i, please use continuation sheet for explanation.

- a. Are there any outstanding judgments against you?
- b. Have you been declared bankrupt within the past 7 years?
- c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?
- d. Are you a party to a lawsuit?
- e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)

Borrower		Co-Borrower	
Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**VIII. DECLARATIONS (cont.)**

	Borrower		Co-Borrower	
	Yes	No	Yes	No
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Are you a U.S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(1) What type of property did you own -- principal residence (PR), second home (SH), or investment property (IP)?	_____		_____	
(2) How did you hold the title to the home -- solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	_____		_____	

**SPECIAL NOTICE FOR BALLOON MORTGAGES**

THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR REFINANCED TO A MARKET LEVEL FIXED-RATE MORTGAGE. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY FOR THE CONDITIONAL RIGHT TO REFINANCE AS SPECIFIED IN THE NOTE ADDENDUM AND MORTGAGE RIDER. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN IF QUALIFICATION CONDITIONS ARE NOT MET. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

**IX. ACKNOWLEDGMENT AND AGREEMENT**

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable, and valid as if a paper version of this application were delivered containing my original written signature.

**Acknowledgment.** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

**X**  
 Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

**X**  
 Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

**X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER	CO-BORROWER
<input type="checkbox"/> I DO NOT WISH TO FURNISH THIS INFORMATION	<input type="checkbox"/> I DO NOT WISH TO FURNISH THIS INFORMATION
<b>ETHNICITY:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <b>RACE:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <b>SEX:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	<b>ETHNICITY:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <b>RACE:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <b>SEX:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female

<b>To be completed by Loan Originator:</b> This application was provided: <input type="checkbox"/> In a face-to-face interview <input type="checkbox"/> In a telephone interview <input type="checkbox"/> By the applicant and submitted by fax or mail <input type="checkbox"/> By the applicant and submitted via e-mail or the Internet	Loan Originator's Signature	Date
	Loan Originator's Name	Loan Originator Identifier
	Loan Origination Company's Name	Loan Origination Company Identifier
	Loan Originator's Phone Number (including area code)	Loan Origination Company's Address

**CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark <b>B</b> for Borrower or <b>C</b> for Co-Borrower.	Borrower:	Agency Case Number:
	Co-Borrower:	Lender Case Number:

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

<b>X</b>	<b>X</b>	<b>X</b>
Borrower's Signature	Date	Co-Borrower's Signature
Date	Date	Date



FEDERAL  
CREDIT  
UNION

731 N. Valley Mills Dr.  
Waco, TX 76710  
Lufkin Branch  
1402 S. John Redditt Dr.  
Lufkin, TX 75904

## Demographic Information of Applicant and Co-Applicant

### DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT

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, race, and sex) 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 "Hispanic or Latino" origins, 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, race, and sex on the basis of visual observation or surname. If you do not wish to provide some or all of this information, please check below.

Account Number:  
Property Address:

### APPLICANT

Name:

**Ethnicity:**

Hispanic or Latino – *Check one or more*

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

**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

**Sex:**

Female

Male

I do not wish to provide this information

### CO-APPLICANT

Name:

**Ethnicity:**

Hispanic or Latino – *Check one or more*

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

**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

**Sex:**

Female

Male

I do not wish to provide this information

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

<p>Was the ethnicity of the applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>Was the race of the applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>Was the ethnicity of the co-applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>Was the race of the co-applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Was the sex of the applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		<p>Was the sex of the co-applicant collected on the basis of visual observation or surname?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

### To Be Completed by Interviewer:

<p><input type="checkbox"/> Face to face interview</p> <p><input type="checkbox"/> Mail</p> <p><input type="checkbox"/> Telephone</p> <p><input type="checkbox"/> Internet</p>	<p>Interviewer's Name</p> <p>Interviewer's Signature</p> <p>Date</p> <p>(Seal)</p> <p>Interviewer's Phone Number</p>	<p>Name and Address of Interviewer's Employer</p>
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**PERSONAL REFERENCES FOR REAL ESTATE APPLICATION**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_



**AUTHORIZATION AND CONSENT TO RELEASE INFORMATION**

To Whom It May Concern:

I/We have applied for a real estate loan. As part of the application process, the lender 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.

I/We authorize you to provide to the lender, and to any investor to whom the lender may sell my mortgage, any and all information and documentation that they may request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balance; credit history; and copies of income tax returns.

The lender or investor that purchases the mortgage may address this authorization to any party named in the loan application.

A photographic or FAX copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.

Your prompt reply is appreciated.

**Borrower's Name** \_\_\_\_\_ **Co-Borrower's Name** \_\_\_\_\_

**Borrower's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Co-Borrower's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\*\*\*\*\*

I hereby certify this to be a true and correct copy of the original signature(s).

\_\_\_\_\_  
Lender's Signature (254) 776-9550  
Date Telephone Number

**NOTICE CONCERNING EXTENSIONS OF CREDIT  
DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION:**

SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

- (A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;
- (B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;
- (C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;
- (D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;
- (E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 2 PERCENT OF THE LOAN AMOUNT, EXCEPT FOR A FEE OR CHARGE FOR AN APPRAISAL PERFORMED BY A THIRD PARTY APPRAISER, A PROPERTY SURVEY PERFORMED BY A STATE REGISTERED OR LICENSED SURVEYOR, A STATE BASE PREMIUM FOR A MORTGAGEE POLICY OF TITLE INSURANCE WITH ENDORSEMENTS, OR A TITLE EXAMINATION REPORT;
- (F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;
- (G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;
- (H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;
- (I) (repealed);
- (J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;
- (K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;
- (L) THE LOAN MUST BE SCHEDULED TO BE REPAYED IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;
- (M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;
- (N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;
- (O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;
- (P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:
  - (1) NOT REQUIRE YOU TO APPLY THE PROCEEDS TO ANOTHER DEBT EXCEPT A DEBT THAT IS SECURED BY YOUR HOME OR OWED TO ANOTHER LENDER;

- (2) NOT REQUIRE THAT YOU ASSIGN WAGES AS SECURITY;
- (3) NOT REQUIRE THAT YOU EXECUTE INSTRUMENTS WHICH HAVE BLANKS FOR SUBSTANTIVE TERMS OF AGREEMENT LEFT TO BE FILLED IN;
- (4) NOT REQUIRE THAT YOU SIGN A CONFESSION OF JUDGMENT OR POWER OF ATTORNEY TO ANOTHER PERSON TO CONFESS JUDGMENT OR APPEAR IN A LEGAL PROCEEDING ON YOUR BEHALF;
- (5) PROVIDE THAT YOU RECEIVE A COPY OF YOUR FINAL LOAN APPLICATION AND ALL EXECUTED DOCUMENTS YOU SIGN AT CLOSING;
- (6) PROVIDE THAT THE SECURITY INSTRUMENTS CONTAIN A DISCLOSURE THAT THIS LOAN IS A LOAN DEFINED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (7) PROVIDE THAT WHEN THE LOAN IS PAID IN FULL, THE LENDER WILL SIGN AND GIVE YOU A RELEASE OF LIEN OR AN ASSIGNMENT OF THE LIEN, WHICHEVER IS APPROPRIATE;
- (8) PROVIDE THAT YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN WITHOUT PENALTY OR CHARGE;
- (9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSSES; AND
- (10) PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION; AND

**(R) IF THE LOAN IS A HOME EQUITY LINE OF CREDIT:**

- (1) YOU MAY REQUEST ADVANCES, REPAY MONEY, AND REBORROW MONEY UNDER THE LINE OF CREDIT;
- (2) EACH ADVANCE UNDER THE LINE OF CREDIT MUST BE IN AN AMOUNT OF AT LEAST \$4,000;
- (3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;
- (4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;
- (5) THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE EXTENDED, WHEN ADDED TO ALL OTHER DEBTS SECURED BY YOUR HOME, MAY NOT EXCEED 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LINE OF CREDIT IS ESTABLISHED;
- (6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 80 PERCENT OF THE FAIR MARKET VALUE; AND
- (7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE.

**SIGNATURES**

By signing below, I/we acknowledge that I/we have received and read a copy of the "Notice Concerning Extensions of Credit Defined by Section 50(a)(6), Article XVI of Texas Constitution".

<b>Borrower 1 Signature</b>	<b>Date</b>
<b>X</b>	(Seal)

<b>Borrower 2 Signature</b>	<b>Date</b>
<b>X</b>	(Seal)

<b>Borrower 3 Signature</b>	<b>Date</b>
<b>X</b>	(Seal)

<b>Borrower 4 Signature</b>	<b>Date</b>
<b>X</b>	(Seal)

**NOTICE CONCERNING EXTENSIONS OF CREDIT  
DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION:**

SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

- (A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;
- (B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;
- (C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;
- (D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;
- (E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 2 PERCENT OF THE LOAN AMOUNT, EXCEPT FOR A FEE OR CHARGE FOR AN APPRAISAL PERFORMED BY A THIRD PARTY APPRAISER, A PROPERTY SURVEY PERFORMED BY A STATE REGISTERED OR LICENSED SURVEYOR, A STATE BASE PREMIUM FOR A MORTGAGEE POLICY OF TITLE INSURANCE WITH ENDORSEMENTS, OR A TITLE EXAMINATION REPORT;
- (F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;
- (G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;
- (H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;
- (I) (repealed);
- (J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;
- (K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;
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- (N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;
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- (P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
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- (3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;
- (4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;
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- (6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 80 PERCENT OF THE FAIR MARKET VALUE; AND
- (7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

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**SIGNATURES**

By signing below, I/we acknowledge that I/we have received and read a copy of the "Notice Concerning Extensions of Credit Defined by Section 50(a)(6), Article XVI of Texas Constitution".

Borrower 1 Signature	Date
<b>X</b>	(Seal)

Borrower 2 Signature	Date
<b>X</b>	(Seal)

Borrower 3 Signature	Date
<b>X</b>	(Seal)

Borrower 4 Signature	Date
<b>X</b>	(Seal)

# GENCO

FEDERAL  
CREDIT  
UNION

731 N. Valley Mills Dr.  
Waco, TX 76710  
Lufkin Branch  
1402 S. John Redditt Dr.  
Lufkin, TX 75904

## AVISO SOBRE EL CRÉDITO QUE SE CONCEDE:

DEFINIDO POR LA SECCIÓN 50(A) (6), ARTICULO XVI, CONSTITUCIÓN DE TEXAS:

SECCIÓN 50(A) (6), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS PERMITE QUE CIERTOS PRÉSTAMOS SE PUEDAN GARANTIZAR POR EL VALOR LIQUIDO DE SU HOGAR. TALES PRÉSTAMOS GENERALMENTE SE CONOCEN COMO PRÉSTAMOS SOBRE VALOR LIQUIDO. SI USTED NO PAGA EL PRÉSTAMO O SI USTED NO CUMPLE CON LAS CONDICIONES DEL PRÉSTAMO, EL PRESTAMISTA PUEDE EJECUTAR UN JUICIO HIPOTECARIO Y VENDER SU HOGAR. LA CONSTITUCIÓN DISPONE QUE:

- (A) EL PRÉSTAMO DEBE SER INICIADO VOLUNTARIAMENTE CON EL CONSENTIMIENTO DE CADA PROPIETARIO DE SU HOGAR, Y DE CADA CÓNYUGE DE CADA PROPIETARIO;
- (B) LA CANTIDAD DEL PRINCIPAL DEL PRÉSTAMO AL HACERSE EL PRÉSTAMO NO DEBE EXCEDER UNA CANTIDAD QUE, AGREGÁNDOSE AL BALANCE DEL PRINCIPAL DE TODOS LOS OTROS EMBARGOS SOBRE SU HOGAR, SEA MÁS DEL 80 POR CIENTO DEL VALOR JUSTO DE VENTA DE SU HOGAR;
- (C) EL PRÉSTAMO DEBE SER SIN REMEDIO DE RESPONSABILIDAD PERSONAL CONTRA USTED Y SU CÓNYUGE A NO SER QUE USTED O SU CÓNYUGE CONSIGUIÓ QUE SE LE CONCEDIERA EL CRÉDITO POR FRAUDE;
- (D) EL DERECHO PRENDARIO (LIEN) QUE GARANTIZA EL PRÉSTAMO SE PUEDE EJECUTAR SOLO CON ORDEN JUDICIAL;
- (E) LOS HONORARIOS Y EL COSTO DE HACER EL PRÉSTAMO NO DEBEN EXCEDER EL 2 POR CIENTO DE LA CANTIDAD DEL PRÉSTAMO, EXCEPTO CUANDO SEA UN CARGO O COSTO POR UNA TASACIÓN EFECTUADA POR UN TASADOR DE TERCEROS, UNA ENCUESTA DE PROPIEDAD REALIZADA POR UN TOPÓGRAFO REGISTRADO O LICENCIADO POR EL ESTADO, UNA PRIMA DE BASE ESTATAL PARA UNA POLIZA HIPOTECARIA DEL SEGURO DE TÍTULO CON ENDOSOS A BENEFICIO DEL ACREEDOR HIPOTECARIO, O UN INFORME DE EXAMEN DE TÍTULO;
- (F) EL PRÉSTAMO NO DEBE SER CUENTA ABIERTA EN LA CUAL SE PUEDE CARGAR DE VEZ EN CUANDO O EN LA CUAL SE PUEDE EXTENDER CRÉDITO DE VEZ EN CUANDO; A MENOS QUE SEA UNA LÍNEA DE CRÉDITO SOBRE EL VALOR LÍQUIDO.
- (G) PUEDE USTED PAGAR EL PRÉSTAMO ANTES DE SU VENCIMIENTO SIN CARGOS (MULTAS) NI COSTO;
- (H) NO DEBE HABER SEGURIDAD COLATERAL ADICIONAL PARA EL PRÉSTAMO;
- (I) (revocado);
- (J) NO ES REQUISITO QUE USTED PAGUE EL PRÉSTAMO ANTES DE LA FECHA DE VENCIMIENTO ACORDADA, SIMPLEMENTE PORQUE EL VALOR JUSTO DE MERCADO DE SU HOGAR HA DECAÍDO O PORQUE USTED ESTÁ EN INCUMPLIMIENTO DE OTRO PRÉSTAMO QUE NO ESTÁ GARANTIZADO POR SU HOGAR;
- (K) DE ACUERDO CON LA SECCIÓN 50(A)(6), ARTÍCULO XVI DE LA CONSTITUCIÓN DE TEXAS SU HOGAR SE PUEDE USAR COMO GARANTÍA SOLO EN UN PRÉSTAMO A LA VEZ;
- (L) EL PRÉSTAMO DEBE ESTAR PREVISTO PARA PAGARSE EN PAGOS QUE EQUIVALEN AL INTERÉS O QUE EXCEDEN LA CANTIDAD DE INTERÉS ACUMULADO EN CADA PERÍODO DE PAGO;
- (M) LA CONCLUSIÓN DEL TRÁMITE DEL PRÉSTAMO NO PUEDE SER ANTES DE HABERSE CUMPLIDO 12 DÍAS DE CUANDO USTED SOMETE LA SOLICITUD PRESTAMISTA O ANTES DE HABERSE CUMPLIDO 12 DÍAS DESPUÉS DE HABER RECIBIDO USTED ESTE AVISO, DEPENDIENDO DE CUAL FECHA SEA DESPUÉS; Y NO SE PUEDE CONCLUIR TRÁMITES DEL PRÉSTAMO SIN SU PERMISO ANTES DE HABERSE CUMPLIDO UN DÍA DE NEGOCIO DEPUÉS DE LA FECHA CUANDO SE RECIBE UNA COPIA DE LA SOLICITUD DE PRÉSTAMO, SI NO ERA RECIBIDO ANTES Y UNA DIVULGACIÓN DETALLADA Y FINAL DE LAS CUOTAS ACTUALES, PUNTOS DE DESCUENTO, INTERÉS, COSTOS, Y CARGAS DE CIERRE; Y SI SU HOGAR SE USA PARA GARANTIZAR EL MISMO TIPO DE PRÉSTAMO EN EL ÚLTIMO AÑO, NO SE PUEDE CONCLUIR TRÁMITES DE UN PRÉSTAMO NUEVO GARANTIZADO POR LA MISMA PROPIEDAD ANTES DE HABER PASADO UN AÑO DE LA FECHA DE CONCLUSIÓN DE TRÁMITES DEL OTRO PRÉSTAMO, A AUNQUE SE PIDE BAJO JURAMENTO UN CONCLUSIÓN DEL TRÁMITE TEMPRANO DEBIDO DE UN ESTADO DE EMERGENCIA DECLARADO;
- (N) LA CONCLUSIÓN DE TRÁMITES DEL PRÉSTAMO SOLO DEBE HACERSE EN EL DESPACHO DEL PRESTAMISTA, EN LA COMPAÑÍA DE TÍTULOS, O EN EL DESPACHO DE ALGÚN ABOGADO;
- (O) EL PRESTAMISTA PUEDE COBRAR CUALQUIER ÍNDICE DE INTERÉS FIJO O VARIABLE AUTORIZADO POR LOS ESTATUTOS;
- (P) SOLO UN PRESTAMISTA LEGALMENTE AUTORIZADO PUEDE HACER PRESTAMOS DE ACUERDO CON LA SECCIÓN 50(A) (6), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS;
- (Q) PRÉSTAMOS INDICADOS EN LA SECCIÓN 50(A) (6), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS DEBEN:
  - (1) NO REQUERIR QUE USTED USE EL DINERO DEL PRÉSTAMO PARA OTRA DEUDA EXCEPTO UNA DEUDA QUE ESTÉ GARANTIZADA POR SU HOGAR O QUE LE DEBA A OTRO PRESTAMISTA;
  - (2) NO REQUERIR QUE USTED CEDA SU SALARIO COMO GARANTÍA;

- (3) NO REQUERIR QUE USTED EJECUTE DOCUMENTOS QUE TENGAN ESPACIOS EN BLANCO PARA LOS TÉRMINOS DE ACUERDO SUBSTANTIVOS PARA QUE OTROS LOS LLENEN;
- (4) NO REQUERIR QUE USTED FIRME UNA ADMISIÓN DE SENTENCIA O PODER A OTRA PERSONA PARA QUE ESA PERSONA HAGA LA ADMISIÓN DE SENTENCIA O PARA QUE SE PRESENTE EN ALGÚN PROCESO LEGAL EN SU NOMBRE;
- (5) DISPONER QUE USTED RECIBA COPIA DE LA SOLICITUD FINAL Y TODOS LOS DOCUMENTOS EJECUTADOS QUE FIRME AL CONCLUIR EL TRÁMITE;
- (6) DISPONER QUE LOS DOCUMENTOS DE GARANTÍA INCLUYAN LA DECLARACIÓN QUE ESTE PRÉSTAMO ES PRÉSTAMO DEFINIDO POR LA SECCIÓN 50(A) (6), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS;
- (7) DISPONER QUE CUANDO EL PRÉSTAMO SE PAGUE TOTALMENTE, EL PRESTAMISTA FIRMARÁ Y LE DARÁ LA LIBERACIÓN DEL DERECHO PRENDARIO O LA CESIÓN DEL DERECHO PRENDARIO, CUALQUIERA DE LOS DOS QUE SEA APROPIADO AL CASO;
- (8) DISPONER QUE USTED PUEDA, DURANTE EL PLAZO DE 3 DÍAS DESPUÉS DE CONCLUIR EL TRÁMITE, DESHACER EL PRÉSTAMO SIN PAGAR CARGOS (MULTAS) NI COSTO ALGUNO;
- (9) DISPONER QUE USTED Y EL PRESTAMISTA RECONOCEN EL VALOR JUSTO DE MERCADO DE SU HOGAR EN LA FECHA DE CONCLUIR EL TRÁMITE DEL PRÉSTAMO;
- (10) DISPONER QUE EL PRESTAMISTA PERDERÁ TODO PRINCIPAL E INTERÉS SI EL PRESTAMISTA NO CUMPLE CON SUS OBLICACIONES SALVO QUE EL PRESTAMISTA CORRIJE SU INCUMPLIMIENTO SEGÚN LO DISPUESTO EN LA SECCIÓN 50(A) (6) (Q) (X), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS; Y

(R) SI EL PRÉSTAMO ES UNA LÍNEA DE CRÉDITO SOBRE EL VALOR LIQUIDO:

- (1) PODRÁ SOLICITAR ADELANTOS, LIQUIDAR DEUDA O VOLVER A PEDIR CRÉDITO DE CONFORMIDAD CON LA LÍNEA DE CRÉDITO;
- (2) CADA ADELANTO DE ACUERDO CON LA LÍNEA DE CRÉDITO NO PODRÁ SER INFERIOR A UN MONTO DE \$4,000;
- (3) NO PODRÁ UTILIZAR UNA TARJETA DE CRÉDITO, TARJETA DE DÉBITO NI NINGÚN OTRO MÉTODO SIMILAR, O UN CHEQUE PREGRABADO QUE NO SE SOLÍCITA, PARA OBTENER ADELANTOS EN VIRTUD DE LA LÍNEA DE CRÉDITO;
- (4) EL PRESTAMISTA SÓLO PODRÁ CARGAR Y COBRAR CUOTAS EN EL MOMENTO EN QUE SE CONCEDA LA LÍNEA DE CRÉDITO Y NO PODRÁ IMPONER CUOTA ALGUNA EN RELACIÓN CON NINGÚN ADELANTO;
- (5) EL PRINCIPAL MÁXIMO QUE PUEDE CONCEDERSE, UNA VEZ SUMADO AL RESTO DE DEUDAS AVALADAS POR SU HOGAR, NO PODRÁ SOBREPASAR EL 80 POR CIENTO DEL VALOR EN EL MERCADO DE SU HOGAR EN LA FECHA DE CONCESIÓN DE LA LÍNEA DE CRÉDITO;
- (6) SI EL MONTO DEL PRINCIPAL DE LA LÍNEA DE CRÉDITO SOBREPASA, EN CUALQUIER MOMENTO, EL 80 POR CIENTO DEL VALOR EN EL MERCADO DE SU HOGAR EN LA FECHA DE LA CONCESIÓN DE LA LÍNEA DE CRÉDITO, NO PODRÁ CONTINUAR SOLICITANDO ADELANTOS DE LA LÍNEA DE CRÉDITO HASTA QUE DICHO MONTO SEA INFERIOR AL 80 POR CIENTO DEL VALOR DE MERCADO DE SU HOGAR; Y
- (7) EL PRESTAMISTA NO PODRÁ MODIFICAR DE UNILATERALMENTE LAS CONDICIONES DE LA LÍNEA DE CRÉDITO.

ESTE ES SÓLO UN RESUMEN DE LOS DERECHOS QUE LE ASISTEN SEGÚN LA CONSTITUCIÓN DEL ESTADO DE TEXAS. SUS DERECHOS SE RIGEN POR LA SECCIÓN 50, ARTÍCULO XVI, DE LA CONSTITUCIÓN DEL ESTADO DE TEXAS Y NO POR ESTE AVISO.

### FIRMAS

Al firmar a continuación, confirmo/confirmamos que he/hemos recibido y leído una copia de la Notificación sobre el otorgamiento de créditos conforme se define en la Sección 50(a)(6), Artículo XVI de la Constitución de Texas.

Firma del primer prestatario	Fecha
<b>X</b>	(Sello)

Firma del segundo prestatario	Fecha
<b>X</b>	(Sello)

Firma del tercer prestatario	Fecha
<b>X</b>	(Sello)

Firma del cuarto prestatario	Fecha
<b>X</b>	(Sello)

# GENCO

FEDERAL  
CREDIT  
UNION

731 N. Valley Mills Dr.  
Waco, TX 76710  
Lufkin Branch  
1402 S. John Redditt Dr.  
Lufkin, TX 75904

## AVISO SOBRE EL CRÉDITO QUE SE CONCEDE:

DEFINIDO POR LA SECCIÓN 50(A) (6), ARTICULO XVI, CONSTITUCIÓN DE TEXAS:

SECCIÓN 50(A) (6), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS PERMITE QUE CIERTOS PRÉSTAMOS SE PUEDAN GARANTIZAR POR EL VALOR LIQUIDO DE SU HOGAR. TALES PRÉSTAMOS GENERALMENTE SE CONOCEN COMO PRÉSTAMOS SOBRE VALOR LIQUIDO. SI USTED NO PAGA EL PRÉSTAMO O SI USTED NO CUMPLE CON LAS CONDICIONES DEL PRÉSTAMO, EL PRESTAMISTA PUEDE EJECUTAR UN JUICIO HIPOTECARIO Y VENDER SU HOGAR. LA CONSTITUCIÓN DISPONE QUE:

- (A) EL PRÉSTAMO DEBE SER INICIADO VOLUNTARIAMENTE CON EL CONSENTIMIENTO DE CADA PROPIETARIO DE SU HOGAR, Y DE CADA CÓNYUGE DE CADA PROPIETARIO;
- (B) LA CANTIDAD DEL PRINCIPAL DEL PRÉSTAMO AL HACERSE EL PRÉSTAMO NO DEBE EXCEDER UNA CANTIDAD QUE, AGREGÁNDOSE AL BALANCE DEL PRINCIPAL DE TODOS LOS OTROS EMBARGOS SOBRE SU HOGAR, SEA MÁS DEL 80 POR CIENTO DEL VALOR JUSTO DE VENTA DE SU HOGAR;
- (C) EL PRÉSTAMO DEBE SER SIN REMEDIO DE RESPONSABILIDAD PERSONAL CONTRA USTED Y SU CÓNYUGE A NO SER QUE USTED O SU CÓNYUGE CONSIGUIÓ QUE SE LE CONCEDIERA EL CRÉDITO POR FRAUDE;
- (D) EL DERECHO PRENDARIO (LIEN) QUE GARANTIZA EL PRÉSTAMO SE PUEDE EJECUTAR SOLO CON ORDEN JUDICIAL;
- (E) LOS HONORARIOS Y EL COSTO DE HACER EL PRÉSTAMO NO DEBEN EXCEDER EL 2 POR CIENTO DE LA CANTIDAD DEL PRÉSTAMO, EXCEPTO CUANDO SEA UN CARGO O COSTO POR UNA TASACIÓN EFECTUADA POR UN TASADOR DE TERCEROS, UNA ENCUESTA DE PROPIEDAD REALIZADA POR UN TOPÓGRAFO REGISTRADO O LICENCIADO POR EL ESTADO, UNA PRIMA DE BASE ESTATAL PARA UNA POLIZA HIPOTECARIA DEL SEGURO DE TÍTULO CON ENDOSOS A BENEFICIO DEL ACREEDOR HIPOTECARIO, O UN INFORME DE EXAMEN DE TÍTULO;
- (F) EL PRÉSTAMO NO DEBE SER CUENTA ABIERTA EN LA CUAL SE PUEDE CARGAR DE VEZ EN CUANDO O EN LA CUAL SE PUEDE EXTENDER CRÉDITO DE VEZ EN CUANDO; A MENOS QUE SEA UNA LÍNEA DE CRÉDITO SOBRE EL VALOR LIQUIDO.
- (G) PUEDE USTED PAGAR EL PRÉSTAMO ANTES DE SU VENCIMIENTO SIN CARGOS (MULTAS) NI COSTO;
- (H) NO DEBE HABER SEGURIDAD COLATERAL ADICIONAL PARA EL PRÉSTAMO;
- (I) (revocado);
- (J) NO ES REQUISITO QUE USTED PAGUE EL PRÉSTAMO ANTES DE LA FECHA DE VENCIMIENTO ACORDADA, SIMPLEMENTE PORQUE EL VALOR JUSTO DE MERCADO DE SU HOGAR HA DECAÍDO O PORQUE USTED ESTÁ EN INCUMPLIMIENTO DE OTRO PRÉSTAMO QUE NO ESTÁ GARANTIZADO POR SU HOGAR;
- (K) DE ACUERDO CON LA SECCIÓN 50(A)(6), ARTÍCULO XVI DE LA CONSTITUCIÓN DE TEXAS SU HOGAR SE PUEDE USAR COMO GARANTÍA SOLO EN UN PRÉSTAMO A LA VEZ;
- (L) EL PRÉSTAMO DEBE ESTAR PREVISTO PARA PAGARSE EN PAGOS QUE EQUIVALEN AL INTERÉS O QUE EXCEDEN LA CANTIDAD DE INTERÉS ACUMULADO EN CADA PERÍODO DE PAGO;
- (M) LA CONCLUSIÓN DEL TRÁMITE DEL PRÉSTAMO NO PUEDE SER ANTES DE HABERSE CUMPLIDO 12 DÍAS DE CUANDO USTED SOMETE LA SOLICITUD PRESTAMISTA O ANTES DE HABERSE CUMPLIDO 12 DÍAS DESPUÉS DE HABER RECIBIDO USTED ESTE AVISO, DEPENDIENDO DE CUAL FECHA SEA DESPUÉS; Y NO SE PUEDE CONCLUIR TRÁMITES DEL PRÉSTAMO SIN SU PERMISO ANTES DE HABERSE CUMPLIDO UN DÍA DE NEGOCIO DEPUÉS DE LA FECHA CUANDO SE RECIBE UNA COPIA DE LA SOLICITUD DE PRÉSTAMO, SI NO ERA RECIBIDO ANTES Y UNA DIVULGACIÓN DETALLADA Y FINAL DE LAS CUOTAS ACTUALES, PUNTOS DE DESCUENTO, INTERÉS, COSTOS, Y CARGAS DE CIERRE; Y SI SU HOGAR SE USA PARA GARANTIZAR EL MISMO TIPO DE PRÉSTAMO EN EL ÚLTIMO AÑO, NO SE PUEDE CONCLUIR TRÁMITES DE UN PRÉSTAMO NUEVO GARANTIZADO POR LA MISMA PROPIEDAD ANTES DE HABER PASADO UN AÑO DE LA FECHA DE CONCLUSIÓN DE TRÁMITES DEL OTRO PRÉSTAMO, A AUNQUE SE PIDE BAJO JURAMENTO UN CONCLUSIÓN DEL TRÁMITE TEMPRANO DEBIDO DE UN ESTADO DE EMERGENCIA DECLARADO;
- (N) LA CONCLUSIÓN DE TRÁMITES DEL PRÉSTAMO SOLO DEBE HACERSE EN EL DESPACHO DEL PRESTAMISTA, EN LA COMPAÑÍA DE TÍTULOS, O EN EL DESPACHO DE ALGÚN ABOGADO;
- (O) EL PRESTAMISTA PUEDE COBRAR CUALQUIER ÍNDICE DE INTERÉS FIJO O VARIABLE AUTORIZADO POR LOS ESTATUTOS;
- (P) SOLO UN PRESTAMISTA LEGALMENTE AUTORIZADO PUEDE HACER PRESTAMOS DE ACUERDO CON LA SECCIÓN 50(A) (6), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS;
- (Q) PRÉSTAMOS INDICADOS EN LA SECCIÓN 50(A) (6), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS DEBEN:
  - (1) NO REQUERIR QUE USTED USE EL DINERO DEL PRÉSTAMO PARA OTRA DEUDA EXCEPTO UNA DEUDA QUE ESTÉ GARANTIZADA POR SU HOGAR O QUE LE DEBA A OTRO PRESTAMISTA;
  - (2) NO REQUERIR QUE USTED CEDA SU SALARIO COMO GARANTÍA;

- (3) NO REQUERIR QUE USTED EJECUTE DOCUMENTOS QUE TENGAN ESPACIOS EN BLANCO PARA LOS TÉRMINOS DE ACUERDO SUBSTANTIVOS PARA QUE OTROS LOS LLENEN;
- (4) NO REQUERIR QUE USTED FIRME UNA ADMISIÓN DE SENTENCIA O PODER A OTRA PERSONA PARA QUE ESA PERSONA HAGA LA ADMISIÓN DE SENTENCIA O PARA QUE SE PRESENTE EN ALGÚN PROCESO LEGAL EN SU NOMBRE;
- (5) DISPONER QUE USTED RECIBA COPIA DE LA SOLICITUD FINAL Y TODOS LOS DOCUMENTOS EJECUTADOS QUE FIRME AL CONCLUIR EL TRÁMITE;
- (6) DISPONER QUE LOS DOCUMENTOS DE GARANTÍA INCLUYAN LA DECLARACIÓN QUE ESTE PRÉSTAMO ES PRÉSTAMO DEFINIDO POR LA SECCIÓN 50(A) (6), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS;
- (7) DISPONER QUE CUANDO EL PRÉSTAMO SE PAGUE TOTALMENTE, EL PRESTAMISTA FIRMARÁ Y LE DARÁ LA LIBERACIÓN DEL DERECHO PRENDARIO O LA CESIÓN DEL DERECHO PRENDARIO, CUALQUIERA DE LOS DOS QUE SEA APROPIADO AL CASO;
- (8) DISPONER QUE USTED PUEDA, DURANTE EL PLAZO DE 3 DÍAS DESPUÉS DE CONCLUIR EL TRÁMITE, DESHACER EL PRÉSTAMO SIN PAGAR CARGOS (MULTAS) NI COSTO ALGUNO;
- (9) DISPONER QUE USTED Y EL PRESTAMISTA RECONOCEN EL VALOR JUSTO DE MERCADO DE SU HOGAR EN LA FECHA DE CONCLUIR EL TRÁMITE DEL PRÉSTAMO;
- (10) DISPONER QUE EL PRESTAMISTA PERDERÁ TODO PRINCIPAL E INTERÉS SI EL PRESTAMISTA NO CUMPLE CON SUS OBLICACIONES SALVO QUE EL PRESTAMISTA CORRIJE SU INCUMPLIMIENTO SEGÚN LO DISPUESTO EN LA SECCIÓN 50(A) (6) (Q) (X), ARTÍCULO XVI, DE LA CONSTITUCIÓN DE TEXAS; Y

(R) SI EL PRÉSTAMO ES UNA LÍNEA DE CRÉDITO SOBRE EL VALOR LIQUIDO:

- (1) PODRÁ SOLICITAR ADELANTOS, LIQUIDAR DEUDA O VOLVER A PEDIR CRÉDITO DE CONFORMIDAD CON LA LÍNEA DE CRÉDITO;
- (2) CADA ADELANTO DE ACUERDO CON LA LÍNEA DE CRÉDITO NO PODRÁ SER INFERIOR A UN MONTO DE \$4,000;
- (3) NO PODRÁ UTILIZAR UNA TARJETA DE CRÉDITO, TARJETA DE DÉBITO NI NINGÚN OTRO MÉTODO SIMILAR, O UN CHEQUE PREGRABADO QUE NO SE SOLÍCITA, PARA OBTENER ADELANTOS EN VIRTUD DE LA LÍNEA DE CRÉDITO;
- (4) EL PRESTAMISTA SÓLO PODRÁ CARGAR Y COBRAR CUOTAS EN EL MOMENTO EN QUE SE CONCEDE LA LÍNEA DE CRÉDITO Y NO PODRÁ IMPONER CUOTA ALGUNA EN RELACIÓN CON NINGÚN ADELANTO;
- (5) EL PRINCIPAL MÁXIMO QUE PUEDE CONCEDERSE, UNA VEZ SUMADO AL RESTO DE DEUDAS AVALADAS POR SU HOGAR, NO PODRÁ SOBREPASAR EL 80 POR CIENTO DEL VALOR EN EL MERCADO DE SU HOGAR EN LA FECHA DE CONCESIÓN DE LA LÍNEA DE CRÉDITO;
- (6) SI EL MONTO DEL PRINCIPAL DE LA LÍNEA DE CRÉDITO SOBREPASA, EN CUALQUIER MOMENTO, EL 80 POR CIENTO DEL VALOR EN EL MERCADO DE SU HOGAR EN LA FECHA DE LA CONCESIÓN DE LA LÍNEA DE CRÉDITO, NO PODRÁ CONTINUAR SOLICITANDO ADELANTOS DE LA LÍNEA DE CRÉDITO HASTA QUE DICHO MONTO SEA INFERIOR AL 80 POR CIENTO DEL VALOR DE MERCADO DE SU HOGAR; Y
- (7) EL PRESTAMISTA NO PODRÁ MODIFICAR DE UNILATERALMENTE LAS CONDICIONES DE LA LÍNEA DE CRÉDITO.

ESTE ES SÓLO UN RESUMEN DE LOS DERECHOS QUE LE ASISTEN SEGÚN LA CONSTITUCIÓN DEL ESTADO DE TEXAS. SUS DERECHOS SE RIGEN POR LA SECCIÓN 50, ARTÍCULO XVI, DE LA CONSTITUCIÓN DEL ESTADO DE TEXAS Y NO POR ESTE AVISO.

### FIRMAS

Al firmar a continuación, confirmo/confirmamos que he/hemos recibido y leído una copia de la Notificación sobre el otorgamiento de créditos conforme se define en la Sección 50(a)(6), Artículo XVI de la Constitución de Texas.

Firma del primer prestatario	Fecha
<b>X</b>	(Sello)

Firma del segundo prestatario	Fecha
<b>X</b>	(Sello)

Firma del tercer prestatario	Fecha
<b>X</b>	(Sello)

Firma del cuarto prestatario	Fecha
<b>X</b>	(Sello)

Appraisal Waiver/Receipt Form

Date:

Account #:

Lender: GENCO FEDERAL CREDIT UNION

Borrower(s):

Property Address:

GENCO shall provide the borrower(s) a copy of all appraisals in a connection with an application for credit to be secured by a first lien on a dwelling.

You, the Borrower(s), are entitled to receive a copy of any and all appraisal and/or valuation(s) conducted on the above referenced property above no later than three business days prior to closing of your loan.

You may have elected to waive this requirement and receive a copy at closing, at least three business days prior to closing (or you may have waived this requirement at any time before closing for corrected appraisals and/or valuation report(s) which may contain clerical changes). Despite such waiver, you may still receive a copy prior to closing if required by law.

GENCO does not charge a fee for the copy of this appraisal.

12 CFR sub section 1002.14(a)

\_\_\_ By signing below, you hereby acknowledge that you chose to receive copies of appraisal and/or valuation report(s) concerning the subject property listed above, upon completion of such reports and valuations, but in no event less than three business days prior to the closing of your mortgage. You also acknowledge that you received any and all such copies within such time period.

\_\_\_ By signing below, you hereby acknowledge that you waived before closing the timing requirements to receive a copy of appraisal reports and valuations concerning the subject property listed above, and that you waived such at least three business days prior to the closing of the loan. You also acknowledge that you received any and all such copies as of the date indicated below.

\_\_\_ By signing below, you hereby acknowledge that you waived before closing the timing requirements to receive a copy of appraisal reports and valuations concerning the subject property listed above **which only contained clerical changes**. You also acknowledge that you received any and all such copies as of the date indicated below.

\_\_\_\_\_  
Borrower Name                      Date

\_\_\_\_\_  
Borrower Name                      Date