

### 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 INFORMATION**

	BORROWER	CO-BORROWER		
Ethnicity	<ul> <li>Hispanic or Latino (Check one box below.)</li> <li>Mexican</li> <li>Puerto Rican</li> <li>Cuban</li> <li>Other Hispanic or Latino - Print origin:</li> </ul>	<ul> <li>Hispanic or Latino (Check one box below.)</li> <li>Mexican</li> <li>Puerto Rican</li> <li>Other Hispanic or Latino - Print origin:</li> </ul>		
	For example: Argentinean, Colombian, Dominican, Nicaraguan Salvadoran, Spaniard, and so on. Not Hispanic or Latino I do not wish to provide this information.	For example: Argentinean, Colombian, Dominican, Nicaraguan Salvadoran, Spaniard, and so on. Not Hispanic or Latino I <b>do not wish to provide this information.</b>		
Race	American Indian or Alaska Native - Print name of enrolled or principal tribe:	American Indian or Alaska Native - Print name of enrolled or principal tribe:		
	<ul> <li>Asian</li> <li>Asian Indian</li> <li>Chinese</li> <li>Filipino</li> <li>Japanese</li> <li>Korean</li> <li>Vietnamese</li> <li>Other Asian - Print Race:</li> </ul>	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 I Samoan Guamanian or Chamorro Other Pacific Islander - 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           Other Other Pacific Islander - Print Race:		
	For example: Fijian, Tongan, and so on. White I do not wish to provide this information.	For example: Fijian, Tongan, and so on.  White I do not wish to provide this information.		
Sex	<ul> <li>Male</li> <li>Female</li> <li>I do not wish to provide this information.</li> </ul>	<ul> <li>Male</li> <li>Female</li> <li>I do not wish to provide this information.</li> </ul>		

Entity / Company Name (if applicable)

Borrower / Authorized Signer Name (Print)

Entity / Company Name (if applicable)

Co-Borrower / Authorized Signer Name (Print)

Borrower / Authorized Signer Name (Signature) Date

Co-Borrower / Authorized Signer Name (Signature) Date

### TO BE COMPLETED BY LOAN ORIGINATOR:

Please answer the following information based on an application taken in person:					
Was the ethnicity of the Borrower and/or Co-Borrower collected on the basis of visual observation or surname?			name?	Ves	🗆 No
Was the sex of the Borrower and/or Co-Borrower collected on the basis of visual observation or surname?			e?	Ves	🗆 No
Was the race of the Borrower and/or Co-Borrower collected on the basis of visual observation or surname?			ne?	Yes	🗆 No
The demographic information was provided through:					
$\square$ A face-to-face interview	□ By the applicant and submitted by fax or mail				
□ A telephone interview	$\square$ By the applicant and submitted via e-mail or the internet				
Loan Originator's Signature: Date:					
Loan Originator's Name (print or type): BRE #: NMLS #:		Loan Originator's Phone Number (incl. area code):			
Loan Originator Company's Name:     BRE #:     Loan Originator Company's Address:       NMLS #:     NMLS #:					



### LOAN PURPOSE AND REAL PROPERTY SECURITY DECLARATION

Date:	
Borrower:	
Property:	

#### Proposed Loan Amount: \_\_\_\_\_

I/We have applied to Premier Money Source, Inc. Cal BRE #01855406; NMLS #341709 ("**Broker**") for a loan to be secured in part by a Deed of Trust on the real property.

Each of the undersigned (collectively "**Borrower**") has applied for the Loan to be secured by the property(ies) set forth on one or more separate but related and incorporated Real Property Loan Security Declarations. Each Borrower is the person who will sign a promissory note ("Note") and deed(s) of trust ("Deed(s) of Trust") which will encumber the property(ies). "**Lender**" as used herein includes the original lender who funds the Loan as well as others to whom Lender may transfer all or a part of the ownership of the Loan.

Borrower represents, warrants, and declares to Lender that:

1. The Borrower has applied to Lender for the Loan to be secured by a Deed(s) of Trust on the Property. Borrower understands the importance of truthfully and accurately disclosing to Lender the information requested in this declaration including, but not limited to, the purpose(s) for which Borrower intends to use the Loan proceeds.

Borrower further understands Lender, its brokers, agents, and employees will rely on Borrower's representations in this declaration and in any Supplemental Real Property Loan Security Declarations to determine, among other things; (1) whether to make the Loan; (2) the terms and conditions of the Loan; (3) what disclosures may be required; and (4) whether Lender possesses the necessary license(s) to make or arrange the Loan.

2. Borrower is: **an individual** (natural person) **a corporation**, limited liability corporation, partnership, trust, estate, church union, agency, assocation, cooperative, organization, government or governmental subdivision ("Entity"); or **both**. For any Borrower that is an Entity (not an individual), please complete below the name of the Entity, and under capacity state the name and position pursuant to which the undersigned is authorized to act (for example, "Jane Smith" as president, secretary, managing member, general partner, trustee, etc.)

<b>EACH BORROWER'S NAME</b> (As you want it to appear on title and on the loan documents.) [Full Vesting] See addendum attached	NAMES & CAPACITY OF PERSONS SIGNING FOR AN ENTITY BORROWER (e.g. individual, general partner, managing member, president, secretary, etc.)
Borrower/Entity:	
Borrower/Entity:	

3. Borrower intends to use the Loan proceeds for the purposes and in the amounts set forth below.

INSTRUCTIONS: **Borrower must complete the following in his or her own hand in his or her own words. Please print legibly in ink.** Itemize separately all payoffs of existing mortgages or liens. Attach additional pages if and as needed to provide a complete and accurate explanation. For each purpose or intended use of the Loan proceeds, please indicate the "USES" as personal = "P", Business = "B", or Agricultural = "A".

"Personal use or purpose" loans are primarily for a "personal, family or household purpose or use". Such loans include, but are not limited to, loans to purchase, remodel, repair or improve a principal residence, a vacation home, or personal vehicle or boat, to purchase furniture, furnishings, appliances, or other consumer goods for personal use; to pay, refinance or consolidate personal or family debt or credit cards; or for educational expenses, vacations, and medical expenses. These are often called "consumer loans" and are for "personal purpose or use".

"Business use or purpose" loans include, but are not limited to, loans to purchase, repair or improve real property for use in the Borrower's business; to acquire, improve or maintain certain non-owner occupied rental property; to purchase, improve or repair tools, equipment, machinery, fixtures or furnishings used in Borrower's business; for operating captail (e.g. employee salaries) or to purchase or pay for business inventory, supplies, rent, taxes, insurance, and other related expenses; or to pay off, refinance or consolidate business debts.



"Agricultural purpose" loans are for planting, propagating, nurturing, harvesting, catching, storing, exhibiting, marketing, transporting, processing or manufacturing food, beverages (including alcoholic beverages), flowers, tress, livestock, poultry, bees, wildlife, fish or shellfish by a natural personal engaged in farming, fishing or growing crops, flowers, trees, livestock, poultry, bees or wildlife.

USE: PERSONAL = "P" BUSINESS = "B" AGRICULTURAL = "A"	ITEMIZED PURPOSE (INTENDED USE) OF NET LOAN PROCEEDS (FURTHER EXPLANATION OF "P", "B", AND/OR "A:)	AMOUNT (TOTAL SHOULD EQUAL THE APPROXIMATE NET LOAN PROCEEDS
	TOTAL	

If the proposed loan amount changes from the amount stated above, Borrower agrees to immediately, and before the close of escrow, notify Lender of any changes from those set forth above in the type and proportion of intended use of Loan proceeds.

4. Are the Loan proceeds to be used primarily to acquire, improve, or maintain rental property? 🛛 Yes 🖓 No

If your answer is "Yes", will Borrower or relative or family member of Borrower occupy any residential housing unit on the property? 🗆 Yes 🔅 No

5. Part or all of the Loan proceeds 🗆 Will 🗆 Will Not be used for demolition or construction of improvements on the Property.

6. The Property [pick one]:

Is compromised of only residential units. The number of residential units is: \_\_\_\_\_\_. Is compromised of only commercial, industrial, agricultural, retail property and/or vacant land. Is compromised of mixed use property (part residential and part commercial, retail, or industrial units). The property has [state number] \_\_\_\_\_\_ residential units and \_\_\_\_\_\_ non-residential units.

7. I Do Do Not intend to occupy any housing unit on the Property as my personal residence if and when the Loan closes. [Check "Do" if any Borrower will use the Property as his/her personal residence.]

8. Each of the undersigned Borrower's current principal residence is [state address]:

EACH BORROWER'S NAME	CURRENT PRINCIPAL ADDRESS



Therefore, this loan is being documented as:

#### Owner Occupied

#### □ Non-Owner Occupied

#### □ Not Applicable

If "Non-Owner Occupied" is selected, I/we do not have any intention of ever making the property securing this loan you/r principal residence.

9. The Property 🗆 Is 🗆 Is Not agricultural property which [check all applicable boxes]:

□ Is comprised of 25 or more acres of land; and, □ Will □ Will Not be used primarily for "agricultrual purposes". (See INSTRUCTION: above on "agricultral purposes" loans.)

10. Lender is requiring to know the source for repayment of the loan:

MONTHLY PAYMENTS (EST.): SOURCE OF REPAYMENT: (E.G. RENTAL INCOME, MONTHLY PAYCHECK, SAVINGS)

BALLOON PAYMENTS (EST.): SOURCE OF REPAYMENT (EXIT STRATEGY): (e.g. sale of property, refinance, inheritance money)

THIS DECLARATION IS PART OF YOUR LOAN APPLICATION. PLEASE MAKE SURE THE STATEMENTS ABOVE, AS COMPLETED, ARE TRUE AND ACCURATE. UNTRUE OR FALSE STATEMENTS MAY SUBJECT YOU TO CIVIL OR CRIMINAL PENALTIES.

NO UNDERSIGNED HAS COMPLETED ANY PORTION OF THIS FORM BASED UPON SUGGESTIONS OR DIRECTION FROM LENDER, LENDER'S AGENTS OR ANY BROKER, LOAN AGENT AND/OR MORTGAGE LOAN ORIGINIATOR REGARDLESS OF WHOM THE BROKER OR LOAN AGENT CLAIMS TO REPRESENT.

The lender, broker and assignees and accessors may rely upon this certificate. I/We have read and understood the disclosure, and understand that the disclosure is a required part of the mortgage application as evidenced by my/our signature(s) below.

Executed at \_\_\_\_\_ (City), California.

Borrower / Authorized Signer Name (print)

Co-Borrower / Authorized Signer Name (print)

Borrower / Authorized Signer Name (Signature) Date

Co-Borrower / Authorized Signer Name (Signature) Date



### **CERTIFICATE OF BUSINESS OR INVESTMENT PURPOSE OF LOAN**

1. ("Borrower")	has applied to ("Lender") for a loan in the amount of
\$	_which is secured by a deed of trust in the real property whose address is
	(the "Loan").

2. I am making a continuing representation and warranty to Lender that the sole and exclusive purpose of the Loan, including any commissions, escrow, title and other loan expenses are exclusively for business or investment purposes as detailed below:

PURPOSE	AMOUNT
Loan:	\$
Working Capital:	\$
Total:	\$

3. Lender is relying on my continuing representation and warranty that the sole and exclusive purpose of the Loan is business or investment purposes, that the property is a rental property and not a principal residence. I have not lived in the property at any time and have no intention of ever living in it. I understand that Lender would only make a loan for business and investment purposes and Lender would never make a loan for a principal residence or personal, household, consumer or personal purposes.

4. I indemnify the Lender for any and all legal fees, expert fees, costs and expenses, from time to time, as they are incurred in the event of any claim arising from an alleged or actual breach of any representation or warranty. I agree to immediately pay from time to time any and all such amounts within 10 days of billing to lender even before there is a final resolution.

5. Notwithstanding any other provision in the note, deed of trust or other documents, in the event of any claim, dispute, demand or litigation then I agree to mediate such matter at JAMS, Orange County if both parties, or one party, advances the fees of the mediator. If such mediation does not resolve such matter then I waive any right to trial by jury and agree that JAMS, Orange County, California shall have the sole and exclusive jurisdiction to resolve by binding arbitration any claims, disputes, demands or litigations. Such arbitration shall be in accord with the attached Arbitration Agreement and Limitation on Liability.

6. I have thoroughly checked all available loans and lenders. I consider myself sophisticated in the purchase, sale and refinance of real estate. I have had any counsel I desired to evaluate this loan and legal and tax aspects and I confirm that this is the best loan available and that I have the necessary funds to pay the loan payments as well as the balloon payment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Borrower / Authorized Signer Name (print)	Co-Borrower / Authorized Signer Name (print)
Borrower / Authorized Signer Name (Signature) Date	Co-Borrower / Authorized Signer Name (Signature) Date



### **BORROWER MUST COMPLETE THIS FORM**

Borrower: \_\_\_\_\_

Escrow Number: \_\_\_\_\_

# CERTIFICATE OF NON-OWNER OCCUPANCY

# Borrower certifies to Premier Money Source, Inc. as follows:

1. I/we have applied to Premier Money Source, Inc. for a trust deed loan of \$ \_\_\_\_\_\_ secured by the real property, also known as the subject property, at:



### \*Borrower must write in subject property address in the box above

2. Originator has stressed to me/us the importance of knowing whether or not the subject property is my/our primary residence. I/we know that the legal responsibilities of Originator vary considerably depending upon whether the Loan is secured by my/our primary residence or not.

3. I/we have represented to Originator and again represent that the property referenced above is not my primary residence and I/we do not intend to occupy it any time in the near future.

My/our primary residence now and at the closing of this loan is:

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# \*Borrower must write in primary residence address in the box above

The lender, broker, assignees and successors of the Originator may rely upon this certificate. I/we declare under penalty of perjury under the laws of the State of California that the foregoing Certificate is true and correct.

# By signing below, I/we certify that I/we will **NOT** be occupying the subject property we are acquiring the loan on.

Borrower / Authorized Signer Name (print)	Co-Borrower / Authorized Signer Name (print)
Borrower / Authorized Signer Name (Signature) Date	Co-Borrower / Authorized Signer Name (Signature) Date

\_\_\_\_\_\_



### LOAN PURPOSE LETTER

### **PROPERTY ADDRESS:**

\_\_\_\_\_

### PURPOSE OF LOAN:


I have represented to Originator and again represent to Originator that all of the purpose of the loan, exclusive of commissions and loan expenses incurred to obtain the Loan are:

PURPOSE	Loan Proceeds	Approximate Amount
	□Business □Non-Business	\$
	□ Business □ Non-Business	\$
	□Business □Non-Business	\$
	□Business □Non-Busness	\$

Borrower / Authorized Signer Name (print)	Co-Borrower / Authorized Signer Name (print)
Borrower / Authorized Signer Name (Signature) Date	Co-Borrower / Authorized Signer Name (Signature) Date



### **CERTIFICATE OF BUSINESS OR INVESTMENT PURPOSE OF LOAN**

### Borrower certifies to Premier Money Source Inc. ("Originator") as follows:

1. I have applied to Originator for a trust deed loan of \$ \_\_\_\_\_\_ secured by the real property at \_\_\_\_\_\_ (the "Loan").

2. Originator has stressed to me the importance of knowing the primary purpose of the Loan. I know the legal responsibilites of the Originator vary at considerably depending on whether the Loan is a consumer loan (personal, household, or family purposes), or a business loan.

3. I have represented to the Originator and again represent to Originator that all of the purpose of the loan, exclusive of commisions and loan expenses incurred to obtain the Loan are:

Purpose:	Approximate Amount:
4. The primary purpose of the loan is to finance the b	ousiness enterprise known as
	that is in the business of
5. NO part of the Loan proceeds are intended to be u except:	used for a nonbusiness (ie., consumer) purpose
Purpose:	Approximate Amount:

6. The lender, broker, assisgnees, and succesors of the Originator may rely upon this certificate.

# I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Borrower / Authorized Signer Name (print)	Co-Borrower / Authorized Signer Name (print)
Borrower / Authorized Signer Name (Signature) Date	Co-Borrower / Authorized Signer Name (Signature) Date