

## BORROWER/ENTITY INFORMATION

Entity Name

EIN Number

## PERSONAL GUARANTOR INFORMATION

First Name

Last Name

Date of Birth

Social Security Number

Primary Residence

City

State

Zip

Own or Rent?

Number of Years

Phone

Email Address

## BORROWER EXPERIENCE

Number of properties rehabbed and sold within the last 36 months

Number of rental properties currently owned

## SUBJECT PROPERTY INFORMATION

Property Address

City

State

Zip

Exit Strategy

HOA Contact Info

## LOAN REQUEST INFORMATION

Program Type

Mortgage Type

Purchase Price

Loan Term

Rehab Cost

(if applicable)

After Repaired Value

(if applicable)

If Refinancing - please complete the following:

Original Purchase Price

Current Payoff

Date Acquired

Payment Amount

Mortgage Lender

Contact Name

Email

Phone

If Leased - please complete the following:

Leased for

Expiration Date

Taxes

HOI

## CONTACT INFORMATION

### Interior Access Contact Information

Contact Name

Relationship

Email

Phone

### Title/Escrow Contact Information

Company Name

Contact Name

Email

Phone

### Home Owners Insurance (HOI) Contact Information (if applicable)

Contact Name

Relationship

Email

Phone

## DECLARATIONS

1. Are there any outstanding judgements against you?

2. Have you declared bankruptcy within the past 3 years?

3. Have you been foreclosed on or given title or deed in lieu in the last 3 years?

4. Are you a party to a lawsuit?

5. Have you been charged or found guilty of a criminal offense in the past?

6. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?

7. Are you a US Citizen?

8. Are you a permanent resident alien?

9. Have you, directly or indirectly, been obligated on any loan which resulted in a foreclosure to be initiated, transfer of title in lieu of foreclosure, or judgements? (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 the details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action.)

If you answered yes to 1, 4, or 6 please provide a detailed letter of explanation with your application.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Signature on Behalf of Borrowing Entity

\_\_\_\_\_  
Date

## DECLARATION OF NON-OWNER OCCUPANCY

I ("Borrower") certify and represent to Lender ("Originator") as follows:

I have applied to Originator for a mortgage, deed of trust or other security instrument secured by the real property located at:

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(the "Property") for investment purposes. I ("Borrower") hereby

declare that neither I nor any member of the borrowing entity are currently utilizing the property as a principal residence and will not utilize the property as a principal residence for the duration of the loan. Additionally, I declare that neither I nor any member of the borrowing entity are currently utilizing the property as a second home.

I ("Borrower") understand and represent that I understand the difference between a consumer loan for personal purposes and a commercial loan for business purposes. Borrower represents and understands that this loan is not a consumer loan and therefore may not be subject to the various laws relating to consumer loans in the various states or federal laws. I declare that all loan proceeds are for investment/business purpose, and no loan proceeds are for consumer, family, and/or household purposes.

The lender, broker, assignees, and successors may rely upon this information. I declare under penalty of perjury the foregoing is true and correct.

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Guarantor Printed Name

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Date

Guarantor Signature

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Entity Name

### 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 commercial 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.

APPRAISAL / VALUATION NOTICE

You will be provided a copy of any appraisal report or valuation concerning this property promptly upon completion of the appraisal, and in any event, no less than three (3) business days prior to the closing of the loan.

You may be required to reimburse the cost of an appraisal on the property listed above. Please initial applicable statement:

I/We wish to receive a copy of the appraisal report or valuation no less than three (3) business days prior to the closing of my/our loan.

I/We wish to waive my/our rights to have a minimum of three (3) business days after receipt to review my/our appraisal report or valuation prior to the closing of my/our loan.

**Acknowledgement**

**By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, placing your initials in the applicable statement immediately above, and receiving a copy of this disclosure on the date indicated below.**

Guarantor Printed Name

Date

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Signature on Behalf of Borrowing Entity

Entity Name

# **Certification Regarding Beneficial Owners Of Legal Entity Customers**

## **I. GENERAL INSTRUCTIONS**

### **What is this form?**

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

### **Who has to complete this form?**

This form must be completed by the person maintaining a business relationship or opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### **What information do I have to provide?**

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of “beneficial owner” may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver’s license or other identifying document for each beneficial owner listed on this form.

**II. CERTIFICATION OF BENEFICIAL OWNER(S)**

**Persons maintaining a business relationship or opening an account on behalf of a legal entity must provide the following information:**

a. Name and title of natural person opening account or maintaining the business relationship:

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b. Name and address of legal entity for which the account is being opened/maintained:

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c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name/Ownership %	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number <sup>1</sup>

(If no individual meets this definition, please write "Not Applicable")

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

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<sup>1</sup> In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name / Title	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number <sup>2</sup>

I,   (*name of natural person opening account*), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: \_\_\_\_\_  
 Date:

<sup>2</sup> In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.