

Avoiding Costly Signing Mistakes

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Vice President of Best Practices and eNotarization

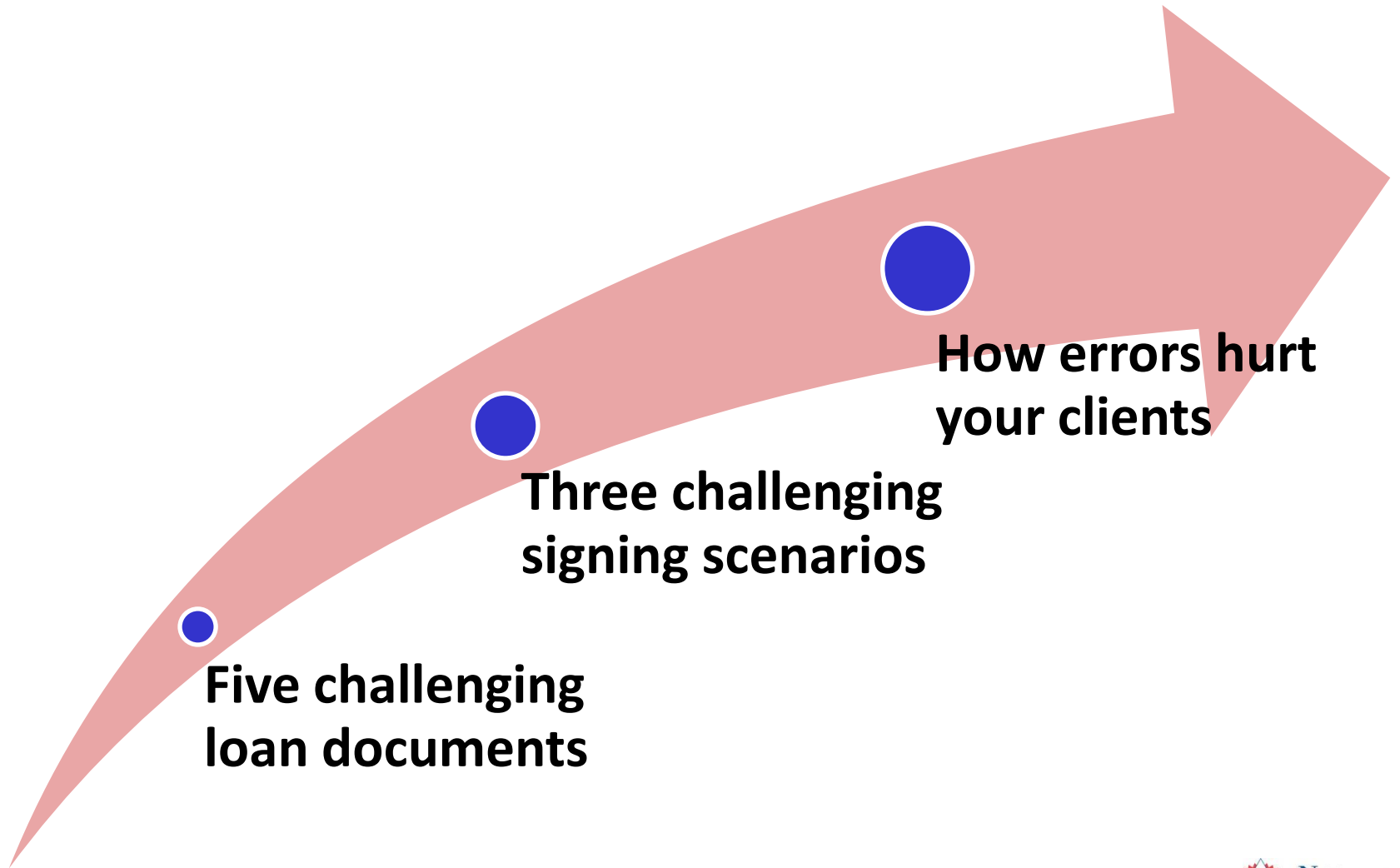


Poll Question

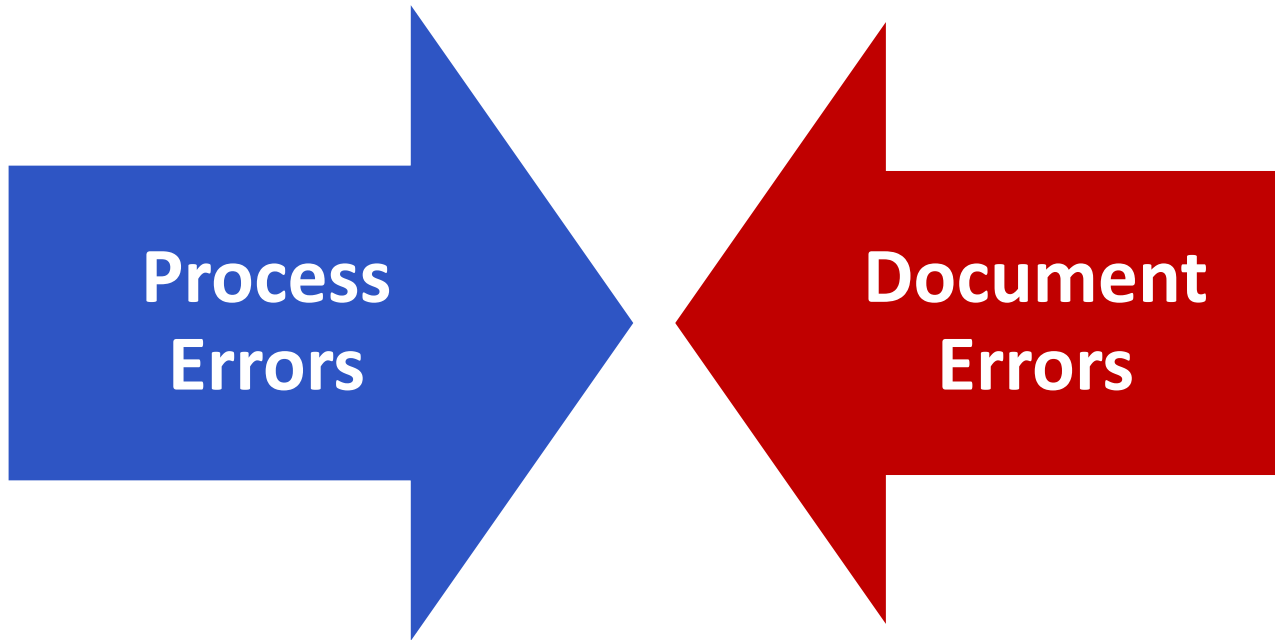
Tell us about yourself:

- a. I attended the NNA's October live Privacy Webcast
- b. I did not attend the NNA's October live Privacy Webcast but I viewed the recording online
- c. I attended the NNA's October live Privacy Webcast and viewed the recording online
- d. I did not attend the NNA's October live Privacy Webcast or view the recording online

Presentation Goals



Types of Signing Agent Errors



Common Process Errors

Stipulations

Fail to pick up check, W2s, tax forms, etc.

eDocs

Print errors, on wrong paper size, etc.

Fax Backs

Fail to fax docs back prior to shipment

Poll Question

How long have you been a Notary Signing Agent?

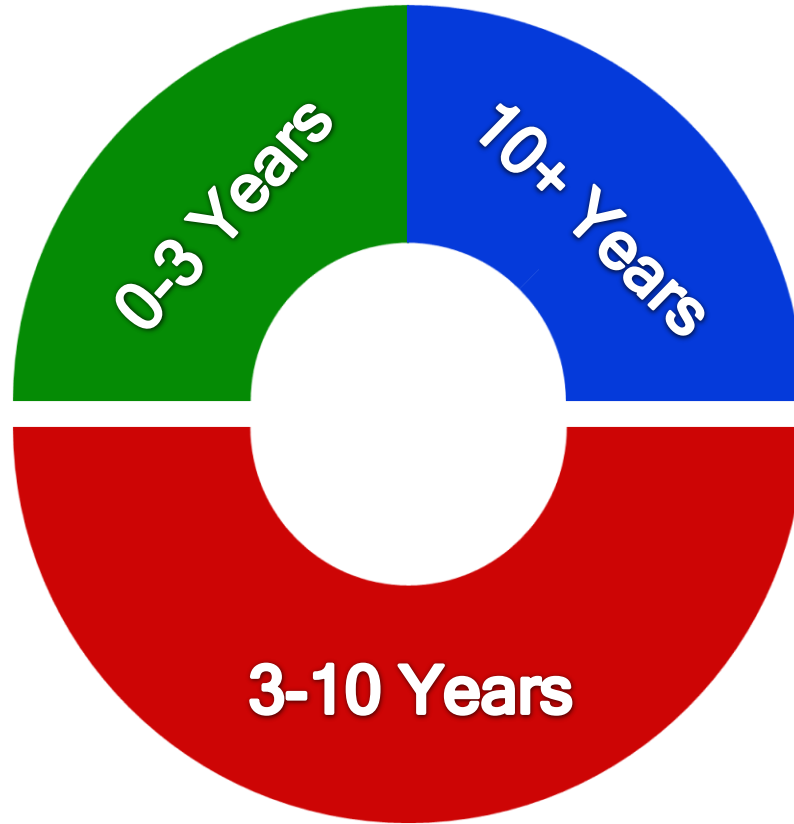
- a. 0-3 years
- b. 3-10 years
- c. 10 or more years

Poll Question

According to a settlement services company study, which group of NSAs committed the most errors?

- a. NSAs with 0-3 years of experience
- b. NSAs with 3-10 years of experience
- c. NSAs with 10 or more years of experience

Mistakes by Experience*



* Based upon an internal study conducted by a settlement services company

Five Challenging Loan Documents

**Notice of Right
to Cancel**

**Loan Application
(1003)**

**Truth in Lending
Statement**

**HUD VA
Addendum**

**Signature/Name
Affidavit**

Your lender is: JPMORGAN CHASE BANK, N.A.

MORTGAGOR: SALLY M. SMITH
LOAN NO: 12345678

PROPERTY: 987 WILLOW DR.
NORTHBROOK
IL 60062

=====

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a mortgage/security interest in your home. You have a legal right under federal law to cancel this transaction, without cost, within three (3) business days from whichever of the following events occur last:

- (1) The date of the transaction, which is September 22, 2009; or Must initial if date is changed
- (2) The date you received your Truth-In-Lending disclosures; or
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/security interest is also cancelled. Within twenty (20) calendar days after we receive your notice, we must take steps necessary to reflect the fact that the mortgage/security interest in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within twenty (20) calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

JPMORGAN CHASE BANK, N.A.
1820 E SKY HARBOR CIR S FL2 AZ1-2555
PHOENIX, AZ 85034-9701

Fax Number:

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of September 25, 2009 Must initial if date is changed (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL:

Signature X Signing here will cancel loan Date _____

I ACKNOWLEDGE RECEIPT OF TWO COPIES OF THIS NOTICE OF RIGHT TO CANCEL.

Signature: → Borrower signs here Date: → Borrower dates here

DATE: 11/06/2009
BORROWER:
CASE NO:
LOAN NO:
PROPERTY:

NOTICE OF RIGHT TO CANCEL RESCISSION-DIFFERENT LENDER REFINANCE

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

- (1) The date of the transaction, which is 11/06/2009; or
- (2) The date you received your Truth in Lending disclosures; or
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

Office Fax No.: (877) 000-0000

BANK OF AMERICA, N.A.

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of 11/10/2009 (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

 _____ DATE _____
SIGNATURE

You acknowledge receipt of two copies of NOTICE of RIGHT TO CANCEL and one copy of the Federal Truth in Lending Disclosure Statement.

Each person who signs this Notice has the right to cancel the loan. The exercise of this right by one person will be effective as to all persons who sign this Notice.



BORROWER/OWNER	DATE	BORROWER/OWNER	DATE
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BORROWER/OWNER	DATE	BORROWER/OWNER	DATE
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Notice of Right to Cancel

Most Common Errors

- Borrower signs “I wish to cancel” section
- After signing on wrong line, borrower signs on the right line but fails to cross out first signature and initial the correction
- Husband and wife sign wrong form
- NRTC not signed at all
- NRTC not dated

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 or similar rights pursuant to applicable 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 who has community property or similar rights and the 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.

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 and Co-Borrower must sign at top of 1003 if they intend to apply for joint credit

Borrower Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: <input type="checkbox"/> VA <input type="checkbox"/> Conventional <input type="checkbox"/> Other: <input checked="" type="checkbox"/> FHA <input type="checkbox"/> FmHA	Agency Case Number	Lender Case Number
Amount: \$ 426,000	Interest Rate: 6.000%	No. of Months: 360/360
Amortization Type: <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):		

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & zip code) 10116 Chevrolet Drive, Los Angeles, CA 90064		No. of Units
Legal Description of Subject Property (attach description if necessary)		Year Built
Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent		Property will be: <input checked="" 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
1987	\$ 600,000	\$ 423,000		Cost \$

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in: <input checked="" 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)

III. BORROWER INFORMATION

Borrower				Co-Borrower			
Borrowers Name (include Jr. or Sr. if applicable) John A. Maxell				Co-Borrower's Name (include Jr. or Sr. if applicable) Dorothy T. Maxell			
Social Security Number 000-00-0000	Home Phone (incl. area code) 310-000-0000	Age 40	Yrs. School 12	Social Security Number 000-00-0001	Home Phone (incl. area code) 310-000-0000	Age 40	Yrs. School 12
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower) No. 0 Ages			<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Borrower) No. 0 Ages		
Present Address (street city, state, zip code) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <u>12</u> No. Yrs. 10116 Cheviot Drive Los Angeles, CA 90064				Present Address (street city, state, zip code) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <u>12</u> No. Yrs. 10116 Cheviot Drive Los Angeles, CA 90064			

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

Former Address (street city, state, zip code) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <u>10</u> No. Yrs.	Former Address (street city, state, zip code) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.
Former Address (street city, state, zip code) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	Former Address (street city, state, zip code) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.

IV EMPLOYMENT INFORMATION

Borrower		Co-Borrower	
Name & Address of Employer <input checked="" type="checkbox"/> Self Employed	Years on this job: _____ Years employed in this line of work/profession	Name & Address of Employer <input type="checkbox"/> Self Employed	Years on this job: 12 Years employed in this line of work/profession 15
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business Sr. Engineer	Business Phone (incl. area code) 310-000-0002

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 <input type="checkbox"/> Self Employed	Dates (from - to): _____ Monthly Income \$	Name & Address of Employer <input type="checkbox"/> 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 <input type="checkbox"/> Self Employed	Dates (from - to): _____ Monthly Income \$	Name & Address of Employer <input type="checkbox"/> 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)		\$2,554.09
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		141.00
Dividends/Interest				Real Estate Taxes		722.50
Net Rental Income				Mortgage Insurance		
Other (before completing see the notice in "describe other income," below)				Homeowner Dues		
				Other:		
Total	\$	\$	\$	Total	\$	\$3,417.59

*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) doesn't 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 spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed Jointly Not Jointly

ASSETS	Cash or Market Value	LIABILITIES and Pledged Assets. List the creditors 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.			
			Monthly Payt. & Mos. Left to Pay	Unpaid Balance	
Cash deposit toward purchase held by:	\$				
<i>List checking and savings accounts below</i>					
Name and address of Bank, S & L, or Credit Union		Montana Mutual			
Acct. no.	\$	Acct. no. 1000000000000000	(3,201)	471,662	
Name and address of Company					
Acct. no.	\$	Montana Mutual			
Name and address of Bank, S & L, or Credit Union		Acct. no. 2000000000000000	(2,844)	423,968	
Name and address of Company					
Acct. no.	\$	Montana Mutual			
Name and address of Bank, S & L, or Credit Union		Acct. no. 3000000000000000	(1,925)	260,724	
Name and address of Company					
Acct. no.	\$	Globe Savings			
Name and address of Bank, S & L, or Credit Union		Acct. no. 9000000000000000	(1,684)	249,000	
Name and address of Company					
Acct. no.	\$	Arizona Mutual			
Stocks & Bonds (Company name/number & description)	\$	Acct. no. 4000000000000000	(882)	145,988	
Life Insurance net cash value Face amount: \$	\$	Name and address of Company			
Subtotal Liquid Assets	\$	New Mexico Mutual			
Real estate owned (enter market value from schedule of real estate owned)	\$ 1,700,000	Acct. no. 5000000000000000	(813)	131,267	
Vested interest in retirement fund	\$	Name and address of Company			
Net worth of business(es) owned (attach financial statement)	\$	Utah Mutual			
Automobiles owned (make and year)	\$	Acct. no.	(830)	125,402	
Other Assets (itemize)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:			
		Job Related Expense (childcare, union dues, etc.)	\$		
		Total Monthly Payments	\$	91	
Total Assets a.	\$ 1,700,000	Net Worth (a minus b)	\$ 212,601	Total Liabilities b.	\$ 1,912,601

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
10116 Chevrolet Dr Los Angeles, CA 90064	SFR	\$ 1,700,000	\$	\$	\$	\$	\$
	Totals	\$ 1,700,000	\$	\$	\$	\$	\$

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		VIII. DECLARATIONS			
a. Purchase price	\$	If you answer "yes" to any questions a through l, please use continuation sheet for explanation.		Borrower Yes No	
b. Alterations, improvements, repairs				Yes No	
c. Land (if acquired separately)				<input type="checkbox"/> <input checked="" type="checkbox"/>	
d. Refinance (incl. debts to be paid off)	471,662.00			<input type="checkbox"/> <input checked="" type="checkbox"/>	
e. Estimated prepaid items	1,051.41			<input type="checkbox"/> <input checked="" type="checkbox"/>	
f. Estimated closing costs				<input type="checkbox"/> <input checked="" type="checkbox"/>	
g. PMI, MIP Funding Fee paid in cash				<input type="checkbox"/> <input checked="" type="checkbox"/>	
h. Discount (if Borrower will pay)	2,500			<input type="checkbox"/> <input checked="" type="checkbox"/>	
i. Total costs (add items a through h)	475,212.41			<input type="checkbox"/> <input checked="" type="checkbox"/>	
j. Subordinate financing				<input type="checkbox"/> <input checked="" type="checkbox"/>	
k. Borrower's closing costs paid by Seller				<input type="checkbox"/> <input checked="" type="checkbox"/>	
l. Other Credits (explain)				<input type="checkbox"/> <input checked="" type="checkbox"/>	
m. Loan amount financed)	426,000.00			<input checked="" type="checkbox"/> <input type="checkbox"/>	
n. PMI, MIP Funding Fee financed		<input checked="" type="checkbox"/> <input type="checkbox"/>			
o. Loan amount (add m & n)	426,000.00	<input checked="" type="checkbox"/> <input type="checkbox"/>			
p. Cash from/to Borrower (subtract j, k, l & o from l)	49,212.41	<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 title to the home - - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		PR SP	

IX. ACKNOWLEDGMENT AND AGREEMENT

The undersigned specifically acknowledge(s) and agree(s) that: (1) the loan requested by this application will be secured by a first mortgage or deed of trust on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the loan indicated herein; (4) occupation of the property will be indicated above; (5) verification or reverification of any information contained in the application may be made at any time by the Lender, its agents, successors and assigns, either directly or through a credit reporting agency, from any source named in this application, and the original copy of this application will be retained by the Lender, even if the loan is not approved; (6) the Lender, its agents, successors and assigns will rely on the information in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to closing; (7) in the event my/our payments on the loan indicated in this application become delinquent the Lender, its agents, successors and assigns, may, in addition to all their other rights and remedies, report my/our name(s) and account information to a credit reporting agency; (8) ownership of the loan may be transferred to successor or assign of the Lender without notice to me and/or the administration of the loan account may be transferred to an agent, successor or assign of the Lender with prior notice to me; (9) the Lender, its agents, successors and assigns make no representations or warranties, express or implied, to the Borrower(s) regarding the property, the condition of the property, or the value of the property.

Certification: I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et sec. and liability for monetary damages to the Lender, its agents, successors or assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this application.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

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 neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it under Federal regulations this Lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above 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 checked="" type="checkbox"/> I do not wish to furnish this information				<input checked="" type="checkbox"/> I do not wish to furnish this information			
Race/National Origin	<input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Black, not of Hispanic origin <input type="checkbox"/> Other, (specify)	<input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Hispanic	<input type="checkbox"/> White, not of Hispanic Origin	Race/National Origin	<input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Black, not of Hispanic origin <input type="checkbox"/> Other, (specify)	<input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Hispanic	<input type="checkbox"/> White, not of Hispanic Origin
Sex	<input type="checkbox"/> Female <input type="checkbox"/> Male			Sex	<input type="checkbox"/> Female <input type="checkbox"/> Male		

To be Completed by Interviewer This application was taken by:	<input type="checkbox"/> Face-to-face interview	Interviewer's Name (print or type) William Bennet	Name and Address of Interviewer's Employer CountrySelect Mortgage 3303 E. Dropline Rd. Bldg. 7, Ste. 118 Gilbert, AZ 85234 (P) 480-461-1111 (F) 480-654-4399
	<input type="checkbox"/> By mail	Interviewer's Signature _____ Date _____	
	<input checked="" type="checkbox"/> By telephone	Interviewer's Phone Number (incl. Area Code) 480-461-1111	

CONTINUATION SHEET / RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: John A. Maxell	Agency Case Number:
	Co-Borrower: Dorothy T. Maxell	Lender Case Number:

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payt. & Mos. Left to Pav	Unpaid Balance
Name and address of Bank, S & L, or Credit Union		Name and address of Company Montana Mutual	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no. 55000000000000	(726)	101,830
Name and address of Bank, S & L, or Credit Union		Name and address of Company CITI	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no. 590000000000011	52	2,525
Name and address of Bank, S & L, or Credit Union		Name and address of Company MBNA America	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no. 990000000000066	15	69
Name and address of Bank, S & L, or Credit Union		Name and address of Company CITI	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no. 590000000000012	20	40
Name and address of Bank, S & L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no.		
Name and address of Bank, S & L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no.		
Name and address of Bank, S & L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no.		
Name and address of Bank, S & L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no.		
Name and address of Bank, S & L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. no.		

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, at seq.

Borrower's Signature:	Date	Co-Borrower's Signature:	Date
X		X	

Borrower and Co-Borrower must sign at bottom of continuation sheet if the sheet contains additional loan application information

Loan Application (1003)

Most Common Errors

- NSA fails to have borrower and co-borrower sign the top of page 1 of the Loan Application (application for joint credit)
- If continuation sheet is used (page 4), NSA fails to have borrower and co-borrower (if applicable) sign

TRUTH-IN-LENDING DISCLOSURE STATEMENT

Lender or Lender's Agent
Hunter Financial Group, Inc., dba, USASelect Mortgage
 3303 East Courtline Road #7-118
 Gilbert, AZ 85234

___ Preliminary X Final

Date: **November 1, 2003**
 Loan #: **NCM03780**
 Type of Loan: **Conv 1st Mtg**

Borrowers: **Robert A. Smith**

Address: **10116 Chevrolet Drive**
Los Angeles, CA 90060

Property **10116 Chevrolet Drive, Los Angeles, CA 90060**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <p style="text-align: center;">6.094%</p>	FINANCE CHARGE The dollar amount the credit will cost you. <p style="text-align: center;">\$ 497,718.41</p>	AMOUNT FINANCED The amount of credit provided to you or on your behalf. <p style="text-align: center;">\$ 421,749.32</p>	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. <p style="text-align: center;">\$ 919,467.73</p>
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PAYMENT SCHEDULE

Number of Payments	Amount of Payments	When Payments Are Due:
359	2,554.09	January 1, 2004
1	2,549.42	December 1, 2033

DEMAND FEATURE: X This loan does not have a Demand Feature ___ This loan has a Demand Feature as follows:

VARIABLE RATE FEATURE

___ This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in your property (dwelling) located at: **10116 Chevrolet Drive, Los Angeles, CA 90060**

ASSUMPTION: Someone buying your property X cannot be allowed the remainder of the mortgage on the original terms. ___ may assume, subject to Lender's conditions, the remaining balance due under original mortgage terms.

FILING/RECORDING FEES: \$

PROPERTY INSURANCE Property hazard insurance in the amount of \$426,000.00 with a mortgagee clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.

Hazard insurance ___ is X is not available through the lender at an estimated cost of for a year term.

LATE CHARGE: If you do not pay the full amount of each monthly payment by the end of the **15** calendar days after the date it is due, you will pay a late charge equal to **5.000** % of the overdue payment of U.S. \$5.00, whichever is more.

PREPAYMENT: If you pay off early, you
 X may ___ will not have to pay a penalty.
 ___ may X will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

I have received a copy of this statement:

Robert A. Smith - Borrower/**Date**

 Co-Borrower/Date

 Borrower/Date

 Co-Borrower/Date

TIL Disclosure

Most Common Errors

- NSA allows borrower to edit APR with actual interest rate of the loan
- NSA fails to have borrower and co-borrower (if applicable) date the TIL Disclosure

HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144
 HUD: 2502-0059 (exp 11/30/2010)

Part I - Identifying Information (mark the type of application)		2. Agency Case No. (include any suffix)	3. Lender's Case No.	4. Section of the Act (for HUD cases)
1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act				
5. Borrower's Name & Present Address (Include zip code)		7. Loan Amount (include the UFMP if for HUD or Funding Fee if for VA) \$	8. Interest Rate %	9. Proposed Maturity yrs. mos.
6. Property Address (including name of subdivision, lot & block no. & zip code)		10. Discount Amount (only if borrower is permitted to pay) \$	11. Amount of Up Front Premium \$	12a. Amount of Monthly Premium / mo.
		12b. Term of Monthly Premium months		
		13. Lender's I.D. Code		14. Sponsor / Agent I.D. Code
15. Lender's Name & Address (include zip code)		16. Name & Address of Sponsor / Agent		
Type or Print all entries clearly		17. Lender's Telephone Number		

VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

18. First Time Homebuyer? a. <input type="checkbox"/> Yes b. <input type="checkbox"/> No	19. VA Only Title will be Vested in: <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other (specify)	20. Purpose of Loan (blocks 9 - 12 are for VA loans only)
		1) <input type="checkbox"/> Purchase Existing Home Previously Occupied 2) <input type="checkbox"/> Finance Improvements to Existing Property 3) <input type="checkbox"/> Refinance (Refi.) 4) <input type="checkbox"/> Purchase New Condo. Unit 5) <input type="checkbox"/> Purchase Existing Condo. Unit 6) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied 7) <input type="checkbox"/> Construct Home (proceeds to be paid out during construction) 8) <input type="checkbox"/> Finance Co-op Purchase 9) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home 10) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home & Lot 11) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home to Buy Lot 12) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home/Lot Loan

Part II - Lender's Certification

21. The undersigned lender makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. Code, or to induce the Department of Housing and Urban Development - Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.
- A. The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.
 - B. The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.
 - C. The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.
 - D. The verification of employment and verification of deposits were requested and received by the lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.
 - E. The Uniform Residential Loan Application and this Addendum were signed by the borrower after all sections were completed.
 - F. This proposed loan to the named borrower meets the income and credit requirements of the governing law in the judgment of the undersigned.
 - G. To the best of my knowledge and belief, I and my firm and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph G(2) of this certification; and (4) have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Items "H" through "J" are to be completed as applicable for VA loans only.

H. The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:

Name & Address	Function (e.g., obtained information on the Uniform Residential Loan Application, ordered credit report, verifications of employment, deposits, etc.)
----------------	---

- I. If no agent is shown above, the undersigned lender affirmatively certifies that all information and supporting credit data were obtained directly by the lender. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions with which they are identified.
- J. The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.

Signature of Officer of Lender	Title of Officer of Lender	Date (mm/dd/yyyy)
--------------------------------	----------------------------	-------------------

Part III - Notices to Borrowers. Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number can be located on the OMB Internet page at http://www.whitehouse.gov/omb/library/OMB/INVENTORY_OF_LIST_OF_AGENCIES.html#LIST_OF_AGENCIES. **Privacy Act Information.** The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN. HUD and/or VA may conduct a computer match to verify the information you provide. HUD and/or VA may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or VA, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside VA or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may

result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law. Caution. Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

Part IV - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration to verify my Social Security number to the Lender identified in this document and HUD/FHA, through a computer match conducted by HUD/FHA.

I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD/FHA and that verification of my Social Security number does not constitute confirmation of my identity. I also understand that my Social Security number may not be used for any other purpose than the one stated above, including resale or redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA complies with SSA's consent requirements.

I am the individual to whom the Social Security number was issued or that person's legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

Signature(s) of Borrower(s)	Date Signed	Signature(s) of Co - Borrower(s)	Date Signed
	/ /		/ /

Part V - Borrower Certification

22. Complete the following for a HUD/FHA Mortgage .

22a. Do you own or have you sold **other** real estate within the Yes No Yes No Is it to be sold? 22b. Sales Price 22c. Original Mortgage Amt
 past 60 months on which there was a HUD/FHA mortgage? \$ \$

22d. Address

22e. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest? Yes No If "Yes" give details.

22f. Do you own more than four dwellings ? Yes No If "Yes" submit form HUD-92561.

23. Complete for VA-Guaranteed Mortgage . Have you ever had a VA home Loan? Yes No

24. Applicable for Both VA & HUD. As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made **will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended.** Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA may be required to pay your lender on account of default in your loan payments. **The amount of any such claim payment will be a debt owed by you to the Federal Government.** This debt will be the object of established collection procedures.

25. I, the Undersigned Borrower(s) Certify that:

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

(2) **Occupancy:** (for VA only -- mark the applicable box)

(a) I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.

(b) My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.

(c) I previously occupied the property securing this loan as my home. (for interest rate reductions)

(d) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)

Note: If box 2b or 2d is checked, the veteran's spouse must also sign below.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$) is :

the reasonable value of the property as determined by VA or;

the statement of appraised value as determined by HUD / FHA.

Note: If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value", mark either item (a) or item (b), whichever is applicable.

(a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment;

(b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.

(6) **For HUD Only** (for properties constructed prior to 1978) I have received information on lead paint poisoning. Yes Not Applicable

(7) **I am aware that neither HUD / FHA nor VA warrants the condition or value of the property**

Signature(s) of Borrower(s) -- **Do not sign** unless this application is fully completed. Read the certifications carefully & review accuracy of this application.

Signature(s) of Borrower(s)	Date Signed	Signature(s) of Co - Borrower(s)	Date Signed
	/ /		/ /

(Borrowers Must Sign Both Parts IV & V) Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA Commissioner.

result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

Caution. Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

Part IV - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration to verify my Social Security number to the Lender identified in this document and HUD/FHA, through a computer match conducted by HUD/FHA.

I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD/FHA and that verification of my Social Security number does not constitute confirmation of my identity. I also understand that my Social Security number may not be used for any other purpose than the one stated above, including resale or redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA complies with SSA's consent requirements.

I am the individual to whom the Social Security number was issued or that person's legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

Signature(s) of Borrower(s) _____ Date signed _____ Signature(s) of Co-Borrower(s) _____ Date signed _____

Part V - Borrower Certification

22. Complete the following for a HUD/FHA Mortgage

22 a. Do you own or have you sold **other** real estate within the past 60 months on which there was a HUD / FHA mortgage? Yes No | Is it to be sold? Yes No | 22 b. Sales Price \$ _____ | 22 c. Original Mortgage Amt \$ _____

22 d. Address _____

22 e. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest? Yes No If "Yes" give details.

22 f. Do you own more than four dwellings? Yes No If "Yes" submit form HUD-92561.

23. Complete for VA - Guaranteed Mortgage. Have you ever had a VA home loan? Yes No

24. Applicable for Both VA & HUD. As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made **will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended.** Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA may be required to pay your lender on account of default in your loan payments. **The amount of any such claim payment will be a debt owed by you to the Federal Government.** This debt will be the object of established collection procedures.

25. I, the Undersigned Borrower(s) Certify that:

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

(2) Occupancy: (for VA only -- mark the applicable box)

(a) I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.

(b) My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.

(c) I previously occupied the property securing this loan as my home. (for interest rate reductions)

(d) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)

Note: If box 2b or 2d is checked, the veteran's spouse must also sign below.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$ _____) is:

the reasonable value of the property as determined by VA or;

the statement of appraised value as determined by HUD/FHA.

Note: If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value" mark either item (a) or item (b), whichever is applicable.

(a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA or HUD/FHA established value.

I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.

(6) For HUD Only (for properties constructed prior to 1978) I have received information on lead paint poisoning. Yes Not Applicable

(7) I am aware that neither HUD/FHA nor VA warrants the condition or value of the property.

Signature(s) of Borrower(s) - **Do not sign** unless this application is fully completed. Read the certifications carefully & review accuracy of this application.

Signature(s) of Borrower(s) _____ Date signed _____ Signature(s) of Co-Borrower(s) _____ Date signed _____

Borrowers Must Sign Both Parts IV & V Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA Commissioner.

HUD VA Addendum

Most Common Errors

- NSA fails to have borrower sign in both places on page 2 of the form
- Depending upon differing layouts, the first signature line on page 2 of the HUD VA Addendum can be easily overlooked

DATE: JULY 7, 2006
LENDER: JPMORGAN CHASE BANK, N.A.

LOAN: 9879994444999999999
PROPERTY ADDRESS: 897 WEATHERSPOON AVE., BEVERLY HILLS, CA 90211

SIGNATURE CERTIFICATION/AFFIDAVIT

I HEREBY CERTIFY THAT I, JOSEPH RONSON, DO SIGN MY NAME AS FOLLOWS.
THIS IS MY TRUE AND ACCURATE SIGNATURE:

Joseph Ronson

BORROWER

State of _____

Notarize borrower's signature here.

County of _____

Sworn and Subscribed before me, a notary for the jurisdiction given this ____ day of _____.

Notary Public

(Seal)

My Commission Expires: _____

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE SIGNATURE ON THE ABOVE CAPTIONED BORROWER AND HE/SHE HAS CONSISTENTLY SIGNED HIS/HER NAME ON ALL DOCUMENTS WITHIN OUR FILE AS HE/SHE DID ON THE NOTE.

Lender Representative Title

You can notarize the signature even though Lender's signature is not present.

NAME AFFIDAVIT

Complete if AKA (also known as) is required.

THIS IS TO CERTIFY THAT:

~~JACK RONSON~~ Never known or signed as. (JR)

JOSEPH E. RONSON

& JOSEPH RONSON ARE ONE AND THE SAME PERSON. THIS NAME AFFIDAVIT IS COMPLETED IN CONNECTION WITH DOCUMENTS TO OBTAIN A FIRST MORTGAGE LOAN ON THE SUBJECT PROPERTY.

Please sign each way name appears.

Never known or signed as. (JR)
BORROWER: ~~JACK RONSON~~

Joseph E. Ronson

BORROWER: JOSEPH E. RONSON

BORROWER: _____

- Borrower MUST sign each name listed in AKA Section.
- Borrower MUST NOT cross out any names listed in AKA Section.
- **Exception:** Borrower may write "Never known or signed as" and cross out a name, but must initial the notation.

State of _____

You MUST notarize the signature again in AKA Section if AKA Section contains additional names.

County of _____

Sworn and Subscribed before me, a notary for the jurisdiction given this ____ day of _____.

Notary Public

(Seal)

My Commission Expires: _____

Prepared by:

BANK OF AMERICA, N.A.

DATE: 11/06/2009
BORROWER:
CASE NO:
LOAN NO:
PROPERTY:

Office #:

Phone: Office Fax No.:

NAME AND SIGNATURE AFFIDAVIT

BEFORE ME, the undersigned Notary Public, on this day personally appeared the person who signed this Affidavit, and who, after being duly sworn by me, did on his or her oath state the following:

My legal name is:

JANE DOE
(Print or Type Name)

My legal signature is:

Jane Doe

Signature (exactly as I signed the Security Instrument)

I am also known as:

JANE M DOE
(Print or Type Name)

Borrower must sign the name on this line exactly and the same for all documents in the loan package.

JANE ~~MARIE~~ DOE MARIA jd
(Print or Type Name)

- Borrower may write "Never known or signed as" and cross out a name listed on this form, but must initial the notation.
- Borrower may correct the spelling of a name by crossing out the misspelled name, writing the correct name and initialing the correction.

(Print or Type Name)

(Print or Type Name)

State/Commonwealth of _____
County/Parish of _____

Subscribe and sworn to (or affirmed) before me on this _____ day of _____, 20_____, by, _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ Seal

Signature/Name Affidavits

Most Common Errors

- NSA fails to notarize (or notarize twice)
- Borrower signs “true” name for the others listed
- NSA fails to require borrower to sign each name exactly as it is listed in AKA Section
- Borrower alters typed name on form without inserting proper notation and initialing the notation

Poll Question

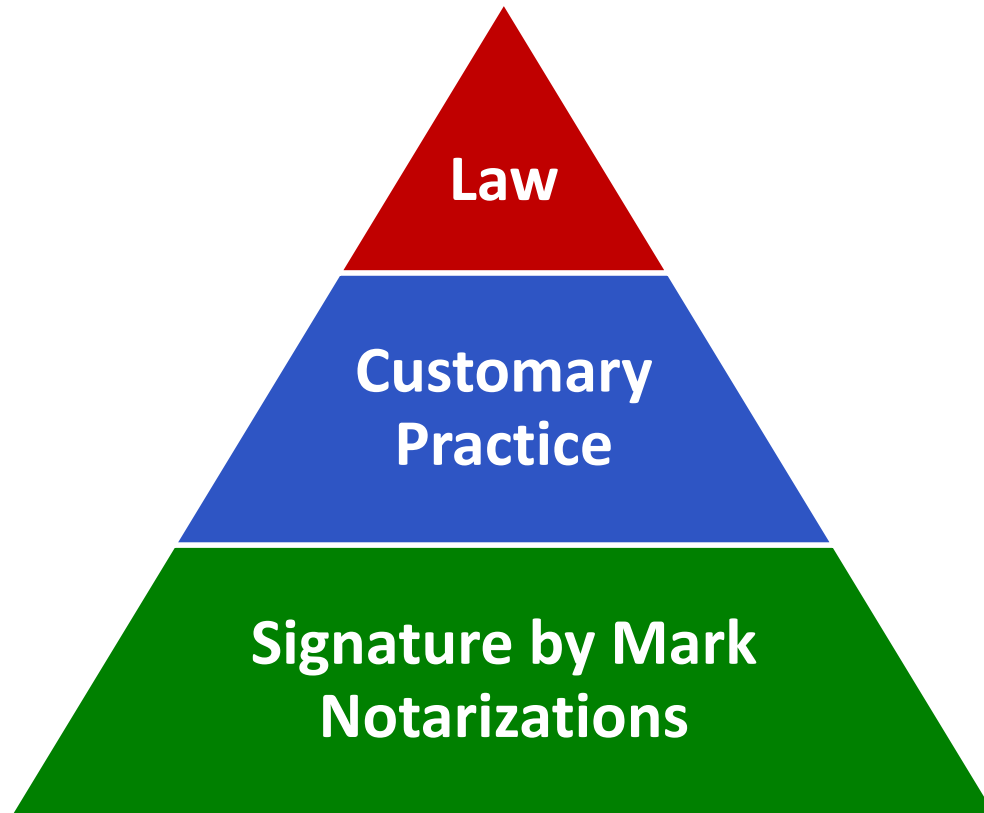
On which one document do NSAs make the most errors?

- a. 1003 (Loan Application)
- b. Right to Cancel
- c. Signature/Name Affidavit
- d. HUD VA Addendum
- e. TIL Disclosure

Three Challenging Signing Scenarios



Challenging Scenario #1: Witnesses



Witness Requirements

CT

- 2 witnesses* for deeds and mortgages

FL

- 2 witnesses* for deeds† but not mortgages

GA

- 2 witnesses* for deeds and security deeds

LA

- 2 witnesses required for “authentic acts”

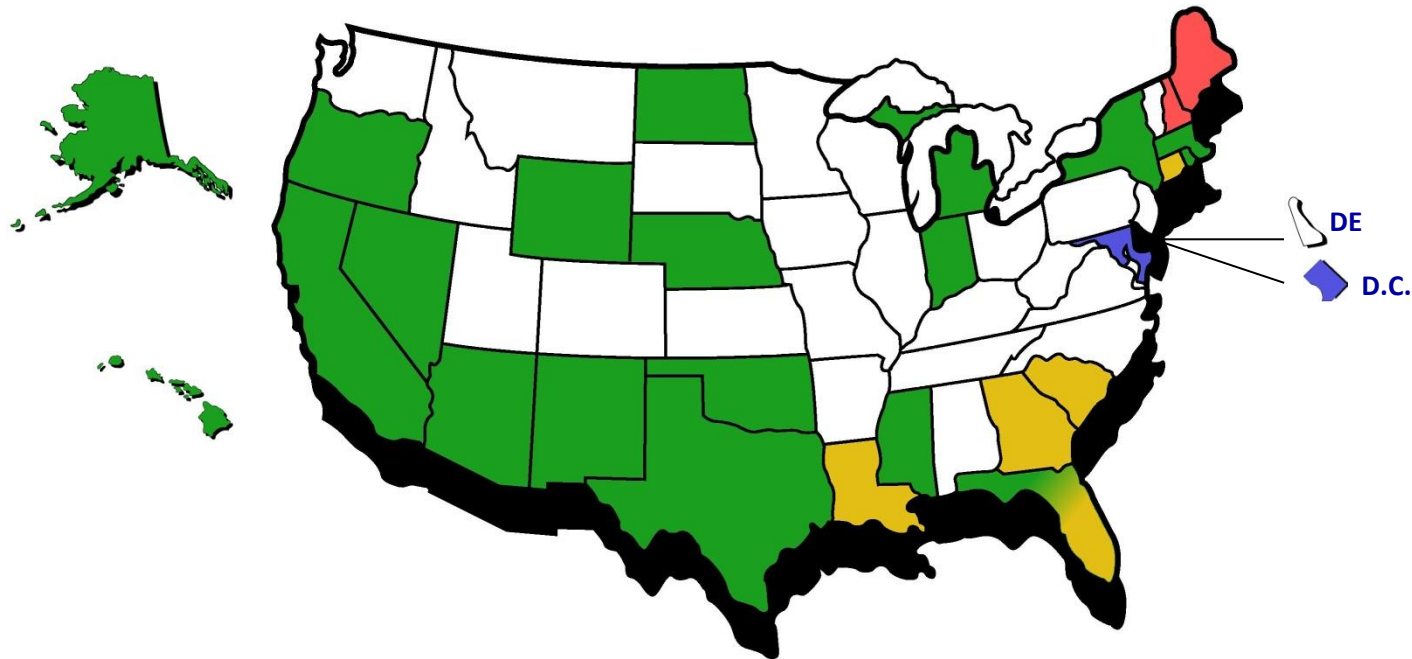
SC





- 2 witnesses for deeds

* Notary may be a witness

† For deeds executed by an individual

Witnesses: The Big Picture



-  Witnesses for deed and/or mortgage required by law
-  Witnesses for deed and/or mortgage may be customary
-  Witnesses for deed and/or mortgage may be recommended
-  Witnesses for signature by mark may be prescribed

After Recording Return To:

[Space Above This Line For Recording Data] _____

SECURITY DEED

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **“Security Instrument”** means this document, which is dated _____, _____, together with all Riders to this document.

(B) **“Borrower”** is _____. Borrower is the grantor under this Security Instrument.

(C) **“Lender”** is _____. Lender is a _____ organized and existing under the laws of _____. Lender’s address is _____. Lender is the grantee under this Security Instrument.

(D) **“Note”** means the promissory note signed by Borrower and dated _____, _____. The Note states that Borrower owes Lender _____ Dollars (U.S. \$_____) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than _____.

(E) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

(F) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

Unofficial Witness _____ (Seal)
- Borrower

Notary Public, _____ County _____ (Seal)
- Borrower

State of _____

County of _____

This instrument was acknowledged before me this _____ day of 20____ by

_____.

Notary signature

Notary name typed, stamped or printed
Notary Public, State of Georgia

(Seal)

Challenging Situation #1: Witnesses

Reducing Errors with Witness Signings

- Always review the closing instructions in the loan package for directions on witness requirements
- Be mindful that witnesses may be required even if your state does not require witnesses
- Check your state Notary laws for witness requirements for signature by mark notarizations

Challenging Situation #2: Trusts

Natural Persons

- General rule: Fannie Mae purchases/securitizes mortgages made to natural persons

Inter Vivos Revocable Trust (IVRT)

- Exception: Fannie will purchase/securitize mortgages made to IVRTs

Inter Vivos Revocable Trust

Inter Vivos

- “Between the living” – a *living* in contrast to a *testamentary* trust

Revocable

- Trust can be amended, revoked or dissolved during a person’s lifetime

Trust

- Transferring of property to a trustee for the benefit of a third person

Poll Question

What is most confusing issue with trust signings? (Pick one only)

- a. Completing a Notary acknowledgment for a borrower signing the security instrument as trustee
- b. Executing two conveyance deeds along with all of the other loan documents
- c. Having the borrower sign certain documents twice, as trustee and as an individual
- d. Obtaining proof that a valid trust is in force
- e. I have never conducted a loan signing involving a living trust

Who Signs Closing Docs?

Document	Settlor	Trustee
Note	●	●
Note Addendum	●	●
Security Instrument		●
Rider to Security Instrument		●
Borrower Acknowledgment	●	
Trust Certification		●

SETTLOR (GRANTOR)
AND TRUSTEE IDENTIFIED

MICHAEL A. [REDACTED] AMENDED AND RESTATED TRUST

THIS WRITING contains all of the terms of an Amended and Restated Trust Agreement made at Cincinnati, Ohio, this 5 day of August, 2008, by Michael A. [REDACTED], hereinafter referred to as the "Grantor" and Michael A. [REDACTED] and [REDACTED], hereinafter collectively referred to as the "Trustee" or "Trustees". This Amended and Restated Trust Agreement shall be known as the "Michael A. [REDACTED] Amended and Restated Trust".

WITNESSETH:

WHEREAS, on October 21, 1993, the Grantor entered into the Michael A. [REDACTED] Revocable Trust Agreement with Michael A. [REDACTED] and [REDACTED] as Co-Trustees; and

REVOCATION

WHEREAS, Grantor has at all times reserved the right to amend or revoke said Trust Agreement, in whole or in part; and

WHEREAS, Grantor now desires to make certain amendments to said Trust Agreement which amendments are so numerous that, for the sake of clarity and convenience, the Grantor desires to amend and restate the entire Trust Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein and in said Trust Agreement contained, it is hereby agreed that the following Amended and Restated Trust Agreement shall hereafter constitute the entire agreement between Grantor and Trustee in lieu of all of the provisions of the former Trust Agreement and all amendments thereto prior to the above date.

SECTION 1

Trust Property

1.1 The Trustee agrees to receive as Trustee any property from any source, and to hold the same in trust, on the terms and conditions of this Agreement.

1.2 The Trustee agrees to hold such property and any other property which may from time to time be delivered to it, including but not limited to real estate, stocks and bonds, savings accounts, certificates of deposit, or choses in action, upon the various trusts hereinafter expressed, and to manage the trust estate and make distribution of income and principal thereof as provided herein.

SECTION 2

Rights Retained by the Grantor

2.1 The Grantor reserves the following rights which he may exercise at any time during his life:

REVOCATION

2.1.1 To revoke this Agreement or, from time to time, to amend its terms, including the right to change beneficiaries and the plan of distribution to them, provided that the duties, powers and responsibilities of the Trustee shall not be substantially changed without its written consent. Any revocation or amendment not requiring the Trustee's written consent shall

be effective upon receipt by the Trustee of a writing executed by the Grantor, amendment requiring the Trustee's written consent shall be effective upon the execution of the amendment by the Trustee.

2.1.2 To withdraw from time to time, upon 10 days' prior written notice to the Trustee, any or all of the property comprising the trust estate.

2.1.3 To sell, assign or hypothecate any policies of insurance which may from time to time be part of the trust estate; to exercise any option or privilege granted by any of such policies; to borrow any sum in accordance with the provisions of any of such policies; and to receive all payments, dividends, surrender values, benefits or privileges of any kind which may be available under any of such policies.

2.1.4 To approve any investments, reinvestments or changes in investments which the Trustee may from time to time recommend, provided that, if the Trustee notifies the Grantor in writing of its recommendation for investments, reinvestments or changes in investments and if the Grantor fails to reply to the Trustee within five days from the date of such notice, either by telephone, telegram, mail or in person, the Trustee may proceed to make any investments, reinvestments or changes in investments about which it has notified the Grantor. The Grantor has no right to approve any investments, reinvestments or changes in investments during any period when he is incompetent or incapacitated.

2.2 The Trustee agrees that the Grantor may from time to time add other personal or real property, including policies of life insurance, to the trust estate and place such property within the operation of all of the terms and conditions hereof. The Trustee agrees that any other person, firm or corporation, including the Grantor's attorney-in-fact, may add such property to the trust estate. The Trustee agrees to accept any such property, provided it may lawfully do so and provided that it is of the character normally acceptable by trustees generally, whether such property is conveyed or delivered to it or whether it is devised or bequeathed to it by will.

SECTION 3

Distributions During Life of the Grantor

3.1 If, at any time during the life of the Grantor, the trust estate includes any income producing assets, the Trustee shall pay the net income of the trust to or for the benefit of the Grantor at least quarter-annually, or in such other manner as directed by the Grantor in writing.

3.2 If the Grantor becomes incapacitated or incompetent, during the period of incapacity or incompetency the Trustee shall have full power and authority, in its sole discretion, to use the net income and, if necessary, all or any part of the principal of the trust for the maintenance and support of the Grantor, to pay it out for his use and benefit, and to do whatever it may deem necessary or proper for the Grantor's support, maintenance, medical care, and comfort. During any such period, the Trustee shall also have the power and authority to use the net income and, if necessary, all or any part of the principal for the support, maintenance, medical care, and comfort of the Grantor's wife, ~~and the Grantor's~~ and the Trustee may pay such income and principal directly to the Grantor's wife for such purposes.

indirectly, to discharge in whole or in part, any legal obligation the Trustee may have support, maintenance health or education of such beneficiary.

6.2 The Trustee shall hold and invest the assets of the individual trusts held under this Section 6 separately, and shall also independently account for all receipts and expenditures from each trust.

SECTION 7

General Provisions

7.1 As to each trust held hereunder, the Trustee shall have the following power and authority in addition to and without limiting the power and authority it may have under the laws of any state, which it may exercise without order of court:

7.1.1 To adjust and compromise debts or claims in favor of or against any trust.

POWER TO BORROW

7.1.2 To borrow money, including authority for a corporate Trustee to borrow from itself in its nonfiduciary capacity.

POWER TO MORTGAGE

7.1.3 To buy and sell real or personal property, publicly or privately, to give options to buy and sell real estate for any length of time, to lease real estate for any term irrespective of the duration of any trust, with or without option to purchase, to mortgage real estate, to pledge personal property and to execute and deliver proper instruments to effectuate such powers.

7.1.4 To retain any of the original property received by it, regardless of its character or whether or not it is such as is authorized by law for investment by fiduciaries, for such time as it deems best; and to invest and reinvest the proceeds of the sale of any such property, or any cash, in such property as it deems advisable, including participation in any common trust fund established and maintained by the Trustee for collective investment of fiduciary funds, whether or not it is of the character authorized by law for investment by fiduciaries. The trustee is authorized to retain as an asset of any trust any securities issued by a corporate Trustee or its affiliate. The Trustee may invest assets of any trust in securities issued by a corporate Trustee or its affiliate and exercise voting rights under such securities, only at the written direction of the Grantor during his lifetime or, after his death, at the written direction of the Grantor's wife, ~~and~~ ~~or~~, during her lifetime or after her death, at the written direction of the primary income beneficiary of the trust to which such securities are allocated, the parent, guardian or custodian to act for any beneficiary who is a minor or otherwise incompetent to act. The provisions of this Section 7.1.4 shall be subject to the rights reserved to the Grantor under Section 2.1.4.

7.1.5 To exercise or not exercise, as it may determine, all rights of ownership incident to any securities it may hold, including but not limited to the rights to vote on any matter and to give proxies or execute consents, except as to securities issued by a corporate Trustee or its affiliate which shall be voted as directed by Section 7.1.4.

7.1.6 To hold any property in the name of a duly appointed nominee and to purchase, sell, assign and transfer any securities.

INTER VIVOS REVOCABLE TRUST AS BORROWER -
ACKNOWLEDGMENT

BY SIGNING BELOW, the undersigned, Settlor(s) of the
The Ronald [REDACTED] and [REDACTED]

Trust under trust instrument dated December 6, 2004, for the benefit of
Ronald [REDACTED] and [REDACTED]
acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s)
thereto and agrees to be bound thereby.

Ronald [REDACTED] -Trust Settlor

[REDACTED] -Trust Settlor

-Trust Settlor

-Trust Settlor

ADDENDUM TO NOTE
(Inter Vivos Revocable Trust)

Loan Number

DEFINITIONS USED IN THIS ADDENDUM

(A) "Revocable Trust." The The Ronald [REDACTED] and [REDACTED] Trust created under trust instrument dated December 6, 2004, for the benefit of Ronald [REDACTED] and [REDACTED]

(B) "Revocable Trust Trustee(s)." Ronald [REDACTED] and [REDACTED], trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." Ronald [REDACTED] and [REDACTED], settlor(s) of the Revocable Trust.

(D) "Borrower." The Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing the Note made by Borrower to Lender and dated the same date as this Addendum as Borrower.

(E) "Lender." [REDACTED] Bank

(F) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date given to secure the Borrower's Note to Lender of the same date and covering the Property (as defined below).

(G) "Property." The property described in the Security Instrument and located at: [REDACTED] Road, Cincinnati, Ohio 45215

THIS ADDENDUM TO NOTE is made this 3rd day of February, 2009, and is incorporated into and shall be deemed to amend and supplement the Note made by the Borrower to the Lender and dated the same date as this Addendum (the "Note").

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, the Borrower and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST

1. BORROWER CERTIFICATION AND BORROWER WARRANTIES

The Borrower certifies to the Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Borrower warrants to the Lender that (i) the Revocable Trust is validly created under the laws of the State of Ohio; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of OHIO; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Note, including this Addendum; (v) The Revocable Trust Trustee(s) have executed the Note, including this Addendum, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) and any other natural persons signing the Note as the Borrower have executed the Note, including this Addendum, as Borrower; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST

The Borrower shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST

The Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under the Note of this Addendum, the Security Instrument protects the Notes Holder from possible losses which might result if the Borrower does not keep the promises made in the Note. That Security Instrument describes how and under what conditions the Borrower may be required to make immediate payment in full of all amounts the Borrower owes under the Note. Some of those conditions are described as follows:

Transfer of Beneficial Interest; Transfer of the Property.

If, without the Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or the disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and covenants contained in this Addendum to Note.

Trustee of the The Ronald [redacted] and [redacted]
Trust under trust instrument dated December 6, 2004
, for the benefit of
Ronald [redacted] and [redacted]
-Borrower

Trustee of the The Ronald [redacted] and [redacted]
Trust under trust instrument dated December 6, 2004
, for the benefit of
Ronald [redacted] and [redacted]
- Borrower

Ronald [redacted] Revocable Trust Settlor
- Borrower

[redacted] Revocable Trust Settlor
- Borrower

INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The The Ronald [REDACTED] and [REDACTED] Trust created under trust instrument dated December 6, 2004, for the benefit of Ronald [REDACTED] and [REDACTED]

(B) "Revocable Trust Trustee(s)." Ronald [REDACTED] and [REDACTED] trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." Ronald [REDACTED] and [REDACTED] settlor(s) of the Revocable Trust signing below.

(D) "Lender." [REDACTED] Bank

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:
[REDACTED] Road, Cincinnati, Ohio 45215

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 3rd day of February, 2009, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trust is validly created under the laws of the State of Ohio ; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of OHIO ; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including the Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally, Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of Beneficial Interest; Transfer of the Property.

If, without the Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial

interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full or all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

Ronald _____
Trustee of the The Ronald _____ and _____

Trust under trust instrument dated December 6, 2004
for the benefit of Ronald _____ and _____

Borrower

Trustee of the The Ronald _____ and _____

Trust under trust instrument dated December 6, 2004
for the benefit of Ronald _____ and _____

Borrower

Challenging Scenario #2: Trusts

Reducing Errors with Trust Signings

- Be sure to read the closing instructions for trust signings carefully
- Settlor's signature should read *John Q. Public, Individual* or similar
- Trustee's signature should read *John Q. Public, Trustee* or similar
- But some lenders may not require "Individual" or "Trustee" to be printed alongside the signature

Challenging Scenario #3: Attorneys in Fact

Reducing Errors with AIF Signings

- Be sure to read the closing instructions for attorney in fact signings carefully
- Signature should read *Jane Q. Public by John Q. Public, Attorney in Fact* or similar
- NNA recommends, and some lenders require, the Power of Attorney conferring authority to be provided

Poll Question

Who is affected most by document signing errors?

- a. The NSA
- b. The borrower
- c. The lender
- d. The closing agent

Direct Costs of Document Errors

Expired rate lock

- Between \$250-\$750

Held loans

- Between \$18-\$24 per day

FedEx charges

- Between \$15-\$25 each way

Reclose jobs

- Closings scheduled at a lower fee

Rework jobs

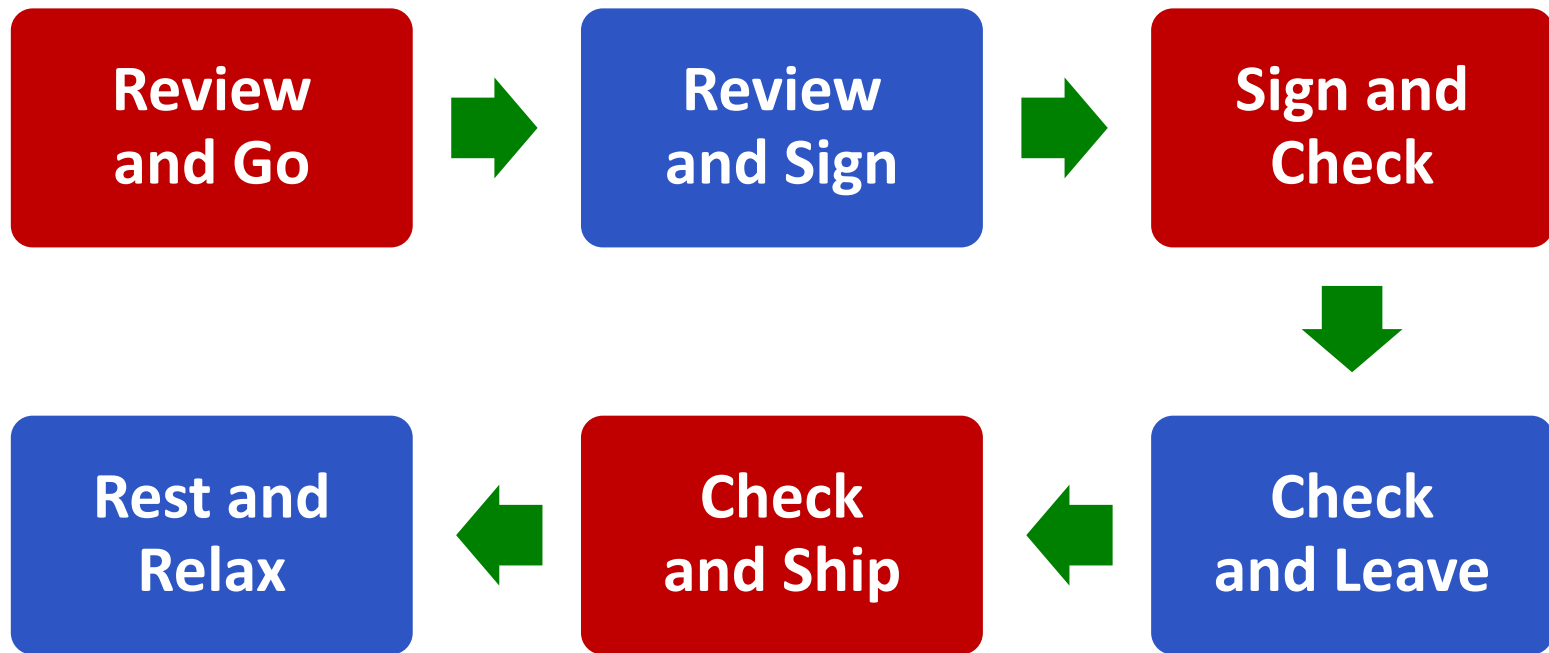
- 1 FTE tracks just exception docs

Indirect Costs of Document Errors

Going Back to the Borrower

- Always is a negative to the closing agent, who stands to lose return business
- Always results in a negative customer experience for the borrower and is bad for the loan agent
- Never completely fixes the problem, because relationships on the back end are strained

Steps to Reduce Document Signing Errors



NNA Contact Information

- E-mail questions or otherwise contact me at:
banderson@nationalnotary.org