



"A Professional Mortgage Corporation"

Borrower's Certification and Authorization

Certification

The undersigned certify the following:

- 1. I/We have applied for a mortgage loan from KENNEDY CAPITAL CORPORATION, and in applying for the loan, I/We have completed a loan application containing various information on the purpose of the loan, the amount and the source of the down payment employment and income information, and assets and liabilities. I/We certify that all information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that KENNEDY CAPITAL CORPORATION reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

- 1. I/We have applied for a mortgage loan from KENNEDY CAPITAL CORPORATION. As part of the application process, KENNEDY CAPITAL CORPORATION may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide KENNEDY CAPITAL CORPORATION and to any investor whom KENNEDY CAPITAL CORPORATION may sell my mortgage, any and all information and documentation they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. KENNEDY CAPITAL CORPORATION, or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to KENNEDY CAPITAL CORPORATION, or the investor that purchased the mortgage is appreciated.

Borrower

Date

Social Security Number

Co-Borrower

Date

Social Security Number

## **FEE INFORMATION FROM YOUR MORTGAGE BROKER**

For Your Mortgage Loan or Home Equity Line of Credit ("loan")

Dear Borrower:

This disclosure explains the costs you will pay for services provided by your mortgage broker, and how you will pay those costs.

You are requesting that your mortgage broker invest time in researching, processing, and providing assistance to you in the home loan process. Your mortgage broker will be paid for the time and effort spent on your behalf, and you are agreeing to pay the mortgage broker the fees as described below.

There are four ways that your mortgage broker can be paid. Not all of these payment methods are available on every loan and only you can decide which available option(s) makes the most sense for you.

1. You may choose to pay your mortgage broker with your own money.
2. You may choose to pay your mortgage broker over time by adding the mortgage broker fees to your loan amount. If you choose this option, you will owe more money to the lender and you will pay interest on the mortgage broker fees.
3. You may choose to pay your mortgage broker by paying the lender a higher interest rate. Your lender will then pay your mortgage broker on your behalf in exchange for you paying a higher interest rate on your loan. (This is sometimes called a "Yield Spread Premium.")
4. The lender may pay your mortgage broker a flat fee in an amount that will not vary with your loan's interest rate.

Interest rates move constantly. The way to set a certain interest rate with a lender is for your mortgage broker to "lock" your loan (if your lender allows you the option to lock your loan). Once you lock your loan, you are agreeing to close your loan within a certain period of time and at a certain interest rate. If you instruct your mortgage broker to lock your loan, your mortgage broker can explain to you the interest rate you will pay. If you choose to pay your mortgage broker fees through a higher interest rate (Option 3) and your loan has been locked, your mortgage broker will tell you the amount of the mortgage broker fee that the lender is paying to the mortgage broker. The amount of the mortgage broker fee paid by the lender may vary depending on the loan product and terms, as well as the lender with whom your mortgage broker places your loan. Be sure that you understand and are satisfied with the product and terms that have been offered to you.

This document discloses only the fees charged by your mortgage broker. Other companies may also charge for services related to your loan that are to be paid by you, your mortgage broker, or another party. You should receive a separate disclosure of those costs. Please be sure that you have received that disclosure, and that you understand and are comfortable with the fees disclosed on it. If you pay fees before the loan closes, ask your mortgage broker whether those fees are partially or fully refundable and under what circumstances.

If the terms of your loan materially change, the costs you will pay for services provided by your mortgage broker, and how you will pay those costs, may also change.



# KENNEDY CAPITAL

*"A Professional Mortgage Corporation"*

## ADDENDUM TO LOAN APPLICATION (CALIFORNIA)

Borrower Name(s): \_\_\_\_\_ Lender: \_\_\_\_\_

Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

**Borrower:** Are you in a Registered Domestic Partnership?

NO  YES

**Co-Borrower:** Are you in a Registered Domestic Partnership?

NO  YES

This Addendum has been prepared in response to AB 205, the California Domestic Partner Rights and Responsibilities Act of 2003, effective January 1, 2005, which grants the same rights, protections and benefits to, and imposes the same responsibilities, obligations and duties on, persons who have registered as domestic partners as persons who are "spouses" under California law. As a result, all property acquired during a Register Domestic Partnership, except property acquired by gift or inheritance, is presumed to be community property, and each registered domestic partner has equal management and control over such property.

Lender may require registered domestic partners to sign the security instrument to ensure the enforceability of the security instrument.

If you have completed a Uniform Residential Loan Application ("Application"), the instructions at the top of the Application are amended to read as follows:

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 or registered domestic partner) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse or registered domestic partner will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower

\_\_\_\_\_  
Date



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**Equal Credit Opportunity Act Notice**

The Federal Equal Credit Opportunity Act (ECOA) prohibits discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised an right under the consumer credit protection act. The federal agency which administers compliance with this law is:

**Federal Trade Commission  
600 Pennsylvania Ave, N.W.  
Washington, D.C. 20580**

**The Housing Financial Discrimination Act of 1977  
Fair Lending Notice**

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

- Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.
- Race, color, religion, sex, marital status, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one to four family residences occupied by the owner and for the purpose of the home improvement of any one to four unit family residences.

If you have questions about your rights, or if you wish to file a complaint, contact the management of this financial institution, or:

**Department of Real Estate  
320 W. 4<sup>th</sup> Street, Suite 350  
Los Angeles, CA 90013-1105**

**Department of Real Estate  
1515 Clay Street, Suite 702  
Oakland, CA 94612-1402**

**Notice to Applicant to Receive Copy of Appraisal Report**

You have the right to a copy of the appraisal report that we will obtain on your property, provided that you have paid for or are willing to pay for the appraisal. To request a copy of the appraisal report, please phone your loan officer or loan processor at (626) 440-9430 or submit a written request to:

**Kennedy Capital Corporation  
553 S. Marengo Ave.  
Pasadena, CA 91101**

**FHA Loans Only**

IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE, YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THE MONTH.

**Government Loans Only**

RIGHT TO FINANCIAL PRIVACY ACT OF 1978 – This is a notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

**Acknowledgment of Receipt:**

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower

\_\_\_\_\_  
Date



## Receipt of Appraisal and Credit Review Fees

This authorization is to be used if a check is made payable to a third-party service provider and held by **KENNEDY CAPITAL CORPORATION** until the work is completed. Otherwise, the check must be delivered to the third party within three (3) days of its receipt.

Dear Borrower:

The review and processing of this mortgage loan application requires **KENNEDY CAPITAL CORPORATION** to acquire and appraisal on the property and a credit report on yourself and/or your business, and may require the expenditure of funds for additional services (i.e. homeowner's association certification or inspections). Once these funds are expended on your behalf, they will not be refunded by you, even if the application should later be declined or cancelled by you.

Please remit the following check(s):

\$ \_\_\_\_\_ payable to \_\_\_\_\_

\$ \_\_\_\_\_ payable to \_\_\_\_\_

The undersigned understands that these amounts are refundable only if the above services are not rendered. I/We also agree that **KENNEDY CAPITAL CORPORATION**, will hold the check(s) uncashed until such time as the services are rendered and the billing has been received from the service provider.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower