# **Closing Disclosure**

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transactio	on Information	Loan Info	Loan Information	
Date Issued	3/20/2012	Borrower	James White and Jane Johnson	Loan Term	30 years	
Closing Date	3/23/2012		123 Anywhere Street, Apt 678	Purpose	Purchase	
<b>Disbursement Date</b>	3/23/2012		Anytown, MD 12345	Product	5 Year Interest Only,	
Agent	ABC Settlement	Seller	John Wilson		5/3 Adjustable Rate	
File #	01234		123 Somewhere Drive	Loan Type	🛛 Conventional 🛛 FHA	
Property	456 Avenue A		Anytown, MD 12345		□VA □	
	Anytown, MD 12345	Lender	Ficus Bank	Loan ID #	1330172608	
Sale Price	\$240,000			MIC #	56789	

Loan Terms		Can this amount increase after closing?
Loan Amount	\$216,500	NO
Interest Rate	4.375%	<ul> <li>YES • Adjusts every three years starting in year 6</li> <li>• Can go as high as 8% in year 9</li> <li>• See AIR table on page 4 for details</li> </ul>
<b>Monthly Principal &amp; Interest</b> See Projected Payments Below for Your Total Monthly Payment	\$789.32	<ul> <li>YES • Adjusts every three years starting in year 6</li> <li>• Can go as high as \$1,664 in year 9</li> <li>• Includes interest only and no principal until year 6</li> <li>• See AP table on page 4 for details</li> </ul>
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments					
Payment Calculation Years 1-5		Years 6-8	Years 9-11	Years 12-30	
Principal & Interest	\$789.32 interest only	\$1,266 min \$1,582 max	\$1,266 min \$1,664 max	\$1,266 min \$1,664 max	
Mortgage Insurance	+ 164.18	+ 164.18	+ 164.18	+ —	
Estimated Escrow Amount Can Increase Over Time	+ 699.50	+ 699.50	+ 699.50	+ 699.50	
Estimated Total Monthly Payment	\$1,653.00	\$2,130 - \$2,446	\$2,130 – \$2,528	\$1,966 – \$2,364	
<b>Estimated Taxes, Insurance &amp; Assessments</b> Amount Can Increase Over Time See Details on Page 4	\$842.09 a month	This estimate includ Property Taxes Homeowner's Insur Other: Windstorm In See Section G on page 2 property costs separately	In escrow? YES YES SOME . You must pay for other		

Cash to Close		
Cash to Close	\$29,826.23	Includes <b>\$13,533.29</b> in Closing Costs (\$4,818.00 in Loan Costs + \$8,715.29 in Other Costs). See details on page 2.

# **Closing Cost Details**

		Borrow	er-Paid	Sel	ler-Paid	Paid by
Loan Costs		At Closing	Before Closing	At Closing	Before Closing	Others
A. Origination Charges		\$2,8	50.00			
01 % of Loan Amount (Points)						
02 Broker Fee	to Friendly Mortgage Broker, Inc. by Lender					\$4,330.00
03 Desk Review Fee		\$150.00				
04 Loan Origination Fee		\$1,000.00				
05 Processing Fee		\$300.00				
06 Rate Lock Fee			\$525.00			
07 Underwriting Fee		\$800.00				
08 Verification Fee		\$75.00				
B. Services Borrower Did Not Sh	op For	\$90	0.00			
01 Appraisal Fee	to Local Appraisal Co.		\$305.00			
02 Credit Report Fee	to Credit Co.	\$30.00				
03 Document Preparation Fee	to Collateral Research Inc.	\$55.00				
04 Flood Determination Fee	to Collateral Research Inc.	\$35.00				
05 Flood Monitoring Fee	to Monitoring Services Inc.	\$10.00				
06 Lender's Attorney	to The Firm LLP	\$425.00				
07 Tax Monitoring Fee	to Monitoring Services Inc.	\$15.00				
08 Tax Status Research Fee	to Collateral Research Inc.	\$25.00				
09						
10						
C. Services Borrower Did Shop F	or	\$1,0	68.00			
01 Pest Inspection Fee	to Home Pest Co.	\$125.00				
02 Survey Fee	to ABC Surveys Co.	\$160.00				
03 Maryland Title Guaranty Fee	to Maryland Title Ins. Guar. Assn. by Lender	\$1.00				\$1.00
04 Title – Courier Fee	to Quick Delivery Co.	\$32.00				
05 Title – Lender's Policy	to Regional Title Co.	\$100.00				
06 Title – Settlement Agent Fee	to ABC Settlement Co.	\$425.00				
07 Title – Title Search	to Regional Title Co.	\$225.00				
08						
Loan Costs Subtotal $(A + B + C)$		\$3,988.00	\$830.00	ļ		
D. TOTAL LOAN COSTS (Borrowe	er-Paid)	\$4,8	18.00			

# **Other Costs**

E. Taxes and Other Governm	\$152.00				
01 Recording Fees	Deed: \$120.00 Mortgage: \$32.00	\$152.00			
02	55				
F. Prepaids		\$2,543.	.48		
01 Homeowner's Insurance P	remium ( 12 mo.) to XYZ Ins. Co.	\$1,460.00			
02 Mortgage Insurance Prem	ium ( mo.)				
03 Prepaid Interest \$26.31	per day from 2/21/12 to 2/29/12	\$210.48			
04 Property Taxes ( mo.)					
05 Windstorm Insurance Prer	nium ( 12 mo.) to YYZ Ins. Co.	\$873.00			
G. Initial Escrow Payment at	Closing	\$2,793.	.50		
01 HOA/Condo/Co-op	per month for mo.				
02 Homeowner's Insurance \$1	121.67 per month for 3 mo.	\$365.01			
03 Mortgage Insurance	per month for mo.				
04 Property Taxes \$5	05.08 per month for 3 mo.	\$1,515.24			
05 Property Tax Escrow Adjus	tment	\$695.00			
06 Windstorm Insurance \$	72.75 per month for 3 mo.	\$218.25			
07					
08 Aggregate Adjustment					
H. Other		\$3,226.	.31		
01 \$6,000.00 to Reliable Real	ty Co. / \$6,000.00 to Realty Pros LLC			\$12,000.00	
02 HOA Processing Fee	to HOA Corp.	\$700.00			
03 Home Warranty	to XYZ Warranty Inc.	\$260.31			
04 Inspection Fee	to Inspector Home Co.				\$300.00
05 Mobile Signing Agent	to Quick Signing Co.	\$150.00			
06 Real Estate Broker Admin.		\$200.00			
07 Structural Inspection Fee	to Home Engineering Corp.	\$325.00			
08 Title – Owner's Policy (opti		\$1,591.00			
Other Costs Subtotal (E + F +		\$8,715.29	\$0		
I. TOTAL OTHER COSTS (Borrower-Paid)		\$8,715.	.29		

Closing Costs Subtotal (D + I)	\$12,703.29	\$830.00	\$12,000.00	\$300.00	\$4,331.00
Lender Credits					
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$13,5	33.29			

Calculating Cash to Close	Use this table to see what has changed from your Loan Estimate.					
	Estimate	Final	Did this change?			
Total Closing Costs (J)	\$9,120	\$13,533.29	YES • See Total Loan Costs (D) and Total Other Costs (I)			
Closing Costs Subtotal Paid Before Closing	\$0	- \$830.00	YES • You paid these Closing Costs before closing			
Closing Costs Financed	\$0	- \$5,500.00	YES • You included these closing costs in your loan amount, which increased your loan amount			
Down Payment/Funds from Borrower	\$29,000	\$29,000.00	NO			
Deposit	- \$5,000	- \$5,000.00	NO			
Funds for Borrower	\$0	\$0	NO			
Seller Credits	- \$1,000	- \$1,000.00	NO			
Adjustments and Other Credits	\$0	- \$377.06	YES • See details in Sections K and L			
Cash to Close	\$32,120	\$29,826.23				

Summaries of Transactions

#### Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION	
K. Due from Borrower at Closing	\$253,170.79
01 Sale Price of Property	\$240,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Subtotal (J)	\$12,703.29
04	
Adjustments	
05	
06	
07	
Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes to	
09 CountyTaxes to	
10         Assessments         to           11         HOA Dues         3/23/12         to 6/30/12	\$467 EQ
12 HOA Dues 5/25/12 to 6/30/12	\$467.50
13	
14	
15	
L. Paid Already by or on Behalf of Borrower at Closing	\$223,344.56
01 Deposit	\$5,000.00
02 Borrower's Loan Amount	\$216,500.00
03 Existing Loan(s) Assumed or Taken Subject to	42.0,000100
04	
05 Seller Credit	\$1,000.00
Other Credits	
06	
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	604456
12 City/Town Taxes 1/1/12 to 3/23/12	\$844.56
13     County Taxes     to       14     Assessments     to	
14   Assessments   to     15   15	
16	
17	
CALCULATION	
	¢252 170 70
Total Due from Borrower at Closing (K)	\$253,170.79
	4000 0 1 1
Total Paid Already by or on Behalf of Borrower at Closing (L)	- \$223,344.56

SELLER'S TRANSACTION	
M. Due to Seller at Closing	\$240,467.50
01 Sale Price of Property	\$240,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12 HOA Dues 3/23/12 to 6/30/12	\$467.50
13	
14	
15	
16	
N. Due from Seller at Closing	\$93,007.43
01 Excess Deposit	
02 Closing Costs Subtotal (J)	\$12,000.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	\$79,162.87
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	\$1,000.00
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes 1/1/12 to 3/23/12	\$844.56
15 County Taxes to	
16 Assessments to	
17	
17 18	
18	
18 19	\$240,467.50
18 19 CALCULATION	\$240,467.50 - \$93,007.43

# Loan Disclosures

#### Assumption

- If you sell or transfer this property to another person, your lender will allow, under certain conditions, this person to assume this loan on the original terms.
- **X** will not allow assumption of this loan.

#### **Demand Feature**

Your loan

- □ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- **X** does not have a demand feature.

#### Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

#### Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- □ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- □ have the option of making monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- X do not have a negative amortization feature.

#### **Partial Payment**

Your lender will

accept payments that are less than the full amount due (partial payments). Partial payments will be applied:

X not accept partial payments.

If this loan is sold, your new lender may have a different policy.

#### **Security Interest**

You are granting a security interest in <u>456 Avenue A, Anytown,</u> MD 12345.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Adjustable Payment (AP) Table							
Interest Only Payments	;?	YES	for your first 60 payments				
Optional Payments?							
Step Payments?							
Monthly Principal and	Interest Pa	ymer	nts				
First Change/Amount	\$1,266 -	\$1,58	32 starting at 61st payment				
Subsequent Changes			Every three years				
Maximum Payment \$1,664 starting at 108th payme							

#### **Escrow Account**

#### For now, your loan

☑ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed in Section G on page 2 for you. Your lender may be liable for penalties and interest for failing to make a payment. Without an escrow account, you would pay these costs directly, possibly in one or two large payments a year.

Year 1 Property Cost	:S	
Initial Escrow Payment	\$2,793.50	The payment in Section G on page 2 is a cushion for the escrow account.
Monthly Escrow Payment	\$699.50	The amount included in your total monthly payment.
Escrowed Property Costs	\$8,394.00	Estimated total amount over year 1 for the costs listed in Section G on page 2.
Non-Escrowed Property Costs	\$1,711.08	Estimated total amount over year 1 for the non-escrowed property costs listed below. You may have other property costs. HOA dues

will not have an escrow because you declined an account
 your lender does not offer escrow accounts. You must directly pay your property costs, such as property taxes and homeowner's insurance.

Estimated Costs	
Year 1, Estimated Property Costs	Without an escrow account, you would pay these costs directly, possibly in one or two large payments a year.
Fee for No Escrow Account	

Contact your lender to ask whether your loan can have an escrow account.

#### In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly unless you create a new escrow account. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may

- · add the amounts to your loan balance,
- add an escrow account to your loan, or
- require you to pay for property insurance that the lender buys on your behalf, which likely would be more expensive and provide fewer benefits than what you could buy on your own.

Adjustable	Interest Rate	(AIR) Table
Aujustubic	interest nute	

Index + Margin	LIBOR + 4%	
Initial Interest Rate	4.375%	
Minimum/Maximum Interes	st Rate 5%/8%	
Change Frequency		
First Change	Beginning of 61st month	
Subsequent Changes	Every 36th month after first change	
Limits on Interest Rate Ch	anges	
First Change	3%	
Subsequent Changes	3%	

# **Loan Calculations**

<b>Total of Payments.</b> The amount you will have paid after you have made all 360 payments as scheduled.	\$704,172.58
<b>Finance Charge.</b> The dollar amount the loan will cost you.	\$239,364.26
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charges.	\$212,989.52
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	5.61%
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	99.01%
<b>Approximate Cost of Funds (ACF).</b> The approximate cost of the funds used to make this loan. This is not a direct cost to you.	1.22%

**Questions?** If you have questions about the loan terms and costs on this form, contact your lender. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/learnmore.

# **Other Disclosures**

#### Appraisal

If you paid for a written appraisal or valuation of the property, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

#### **Contract Details**

See your note and security instrument for information about

- what happens if you fail to make your payments,
- other ways you can default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

#### Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- □ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and be liable for debt remaining after the foreclosure. You may want to consult a lawyer for more information.
- **X** state law does not protect you from liability for the unpaid balance.

#### Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

#### **Tax Deductions**

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information							
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent		
Name	Ficus Bank	Friendly Mortgage Broker Inc.	Reliable Realty Co.	Realty Pros	ABC Settlement		
Address	4321 Raven Blvd. Somecity, MD 54321	1234 Terrapin Dr. Somecity, MD 54321	1776 Chesapeake St. Ste 405 Anytown, MD 12345	3456 Oriole Ave. Anytown, MD 12345	5432 Free State Blvd Ste 405 Somecity, MD 54321		
NMLS/ License ID	111111	222222					
Contact	Joe Smith	Jim Taylor	Kelly Green	Steve Walsh	Nancy Wilson		
Contact NMLS/ License ID	487493	394784					
Email	jsmith@ ficusbank.com	jtaylor@ frndlymtgbrkr.com	kgreen@ RRealty.com	swalsh@ realtypros.com	nwilson@ ABCsettlement.com		
Phone	111-222-3333	333-444-5555	444-555-6666	555-666-7777	666-777-8888		

#### **Confirm Receipt**

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

**Applicant Signature**