

1700 G Street NW, Washington, DC 20552

December 17, 2024

Unofficial Redline of the Residential Property Assessed Clean Energy (PACE) Financing Final Rule

On December 17, 2024, the Consumer Financial Protection Bureau (CFPB) issued a final rule to implement section 307 of the Economic Growth, Regulatory Relief, and Consumer Protection Act, which directs the Bureau to prescribe ability-to-repay rules for PACE financing and to apply the civil liability provisions of the Truth in Lending Act (TILA) for violations. The final rule also addresses how TILA applies to PACE transactions to account for the unique nature of PACE financing.

The CFPB is releasing this unofficial, informal redline to assist industry and other stakeholders in reviewing the changes that this final rule makes to Regulation Z's regulatory text and commentary.

The underlying (unmarked) text in this document reflects the existing text of the relevant provisions of Regulation Z and its commentary that are impacted by the final rule. The changes that the final rule makes to Regulation Z and its commentary are marked in red.

This redline is not a substitute for reviewing Regulation Z, its commentary, or the final rule. If any conflicts exist between this redline and the text of Regulation Z, its commentary, or the final rule, the documents published in the *Federal Register* are the controlling documents.

PART 1026-TRUTH IN LENDING ACT (REGULATION Z)

* * * * * * * Subpart E – Special Rules for Certain Home Mortgage Transactions

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§ 1026.35 Requirements for higher-priced mortgage loans.

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- (b) *Escrow accounts*—(1) * * *
- (2) *Exemptions*. Notwithstanding paragraph (b)(1) of this section:
- (i) An escrow account need not be established for:

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(E) A PACE transaction, as defined in § 1026.43(b)(15).

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§ 1026.37 Content of disclosures for certain mortgage transactions (Loan Estimate).

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(p) *PACE transactions*. For PACE transactions as defined in § 1026.43(b)(15), the creditor must comply with the requirements of this section with the following modifications:

(1) Itemization.

(i) In lieu of the information required by paragraph (c)(2)(ii) of this section, the maximum amount payable for any fees or other amounts corresponding to the periodic payment for the PACE transaction that are not disclosed pursuant to paragraph (c)(2)(i) of this section, labeled "Fees or Other Amounts." The amount disclosed under this

paragraph (p)(1)(i) of this section must be included in the calculation under paragraph (c)(2)(iv) of this section in place of the amount disclosed under paragraph (c)(2)(ii) of this section.

(ii) The creditor shall not disclose the information in paragraph (c)(2)(iii) of this section.

(2) *Taxes, insurance, and assessments.* The creditor shall disclose:

(i) In lieu of the information required by paragraph (c)(4)(iv) of this section, a statement of whether the amount disclosed pursuant to paragraph (c)(4)(ii) of this section includes payments for the PACE transaction, labeled "PACE Payment"; payments for other property taxes, labeled "Property Taxes (not including PACE loan)"; amounts identified in § 1026.4(b)(8); and other amounts described in paragraph (c)(4)(ii) of this section, along with a description of any such other amounts;

(ii) In lieu of the information required by paragraph (c)(4)(v) and (vi) of this section, a statement that the PACE transaction, described as a "PACE loan," will be part of the property tax payment, a statement that, if the consumer has a pre-existing mortgage with an escrow account, the PACE loan will increase the consumer's escrow payment, and a statement directing the consumer to contact the consumer's mortgage servicer for what the consumer will owe and when.

(3) *Contact information*. In addition to information required in paragraphs (k)(1) through (3) of this section, the creditor shall disclose the name, NMLSR ID (labeled "NMLS ID/License ID"), email address, and telephone number of the PACE company (labeled "PACE Company"). In the event the PACE company has not been assigned an NMLSR ID, the creditor shall disclose the license number or other unique

identifier issued by the applicable jurisdiction or regulating body with which the PACE company is licensed and/or registered, with the abbreviation for the State of the applicable jurisdiction or regulatory body stated before the word "License" in the label, if any.

(4) Assumption. In lieu of the statement required by paragraph (m)(2) of this section, a statement that, if the consumer sells the property, the buyer or the buyer's mortgage lender may require the consumer to pay off the PACE transaction, using the term "PACE loan" as a condition of the sale, labeled "Selling the Property."

(5) *Late Payment*. In lieu of the statement required by paragraph (m)(4) of this section:

(i) A statement detailing any charge specific to the transaction that may be imposed for a late payment, stated as a dollar amount or percentage charge of the late payment amount, and the number of days that a payment must be late to trigger the late payment fee, labeled "Late payment," and

(ii) For any charge that is not specific to the transaction:

(A) A statement that, if the consumer's property tax payment is late, the consumer may be subject to penalties and late fees established by the consumer's property tax collector, and directing the consumer to contact the consumer's property tax collector for more information, or

(B) A statement describing any charges that may result from property tax delinquency that are not specific to the PACE transaction. The statement may include dollar amounts or percentage charges and the number of days that a payment must be late to trigger the late payment fee.

(6) Servicing. In lieu of the statement required by paragraph (m)(6) of this section, a statement that the consumer will pay the PACE transaction, using the term "PACE loan," as part of the consumer's property tax payment, and a statement directing the consumer, if the consumer has a mortgage with an escrow account that includes the consumer's property tax payments, to contact the consumer's mortgage servicer for what the consumer will owe and when.

(7) Exceptions.

(i) *Unit-period*. Wherever form H–24(H) of appendix H to this part uses "annual" to describe the frequency of any payments or the applicable unit-period, the creditor shall use the appropriate term to reflect the transaction's terms, such as semiannual payments.

(ii) *PACE nomenclature*. Wherever this section requires disclosure of the word "PACE" or form H–24(H) of appendix H to this part uses the term "PACE," the creditor may substitute the name of a specific PACE financing program that will be recognizable to the consumer.

§ 1026.38 Content of disclosures for certain mortgage transactions (Closing Disclosure).

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(u) *PACE transactions*. For PACE transactions as defined in § 1026.43(b)(15), the creditor must comply with the requirements of this section with the following modifications:

(1) *Transaction information*. In addition to the other disclosures required under paragraph (a)(4) of this section under the heading "Transaction Information," the

creditor shall disclose the name of any PACE company involved in the transaction, labeled "PACE Company." For purposes of this paragraph (u)(1), "PACE company" has the same meaning as in § 1026.43(b)(14).

(2) *Projected payments*. The creditor shall disclose the information required by paragraph (c)(1) of this section as modified by § 1026.37(p)(1) and (2) and shall omit the information required by paragraph (c)(2) of this section.

(3) Assumption. In lieu of the information required by paragraph (1)(1) of this section, the creditor shall use the subheading "Selling the Property" and disclose the information required by § 1026.37(p)(4).

(4) *Late payment*. In lieu of the information required by paragraph (1)(3) of this section, under the subheading "Late Payment," the creditor shall disclose the information required by § 1026.37(p)(5).

(5) Partial payment policy. In lieu of the information required by paragraph (1)(5) of the section, under the subheading "Partial Payment," the creditor shall disclose a statement directing the consumer to contact the mortgage servicer about the partial payment policy for the account if the consumer has a mortgage with an escrow account for property taxes and to contact the tax collector about the tax collector's partial payment policy if the consumer pays property taxes directly to the tax authority.

(6) *Escrow account*. The creditor shall not disclose the information required by paragraph (1)(7) of this section.

(7) *Liability after foreclosure or tax sale*. The creditor shall not disclose the information required by paragraph (p)(3) of this section. If the consumer may be responsible for any deficiency after foreclosure or tax sale under applicable State law,

the creditor shall instead disclose a brief statement that, if the property is sold through foreclosure or tax sale and the sale does not cover the amount owed on the PACE obligation, the consumer may be liable for some portion of the unpaid balance under State law, and a statement that the consumer may want to consult an attorney for additional information, under the subheading "Liability after Foreclosure or Tax Sale."

(8) *Contact information*. The creditor shall disclose the information described in paragraph (r)(1)-(7) of this section for the PACE company, as defined in § 1026.43(b)(14) (under the subheading "PACE Company").

(9) Exceptions.

(i) *Unit-period*. Wherever form H–25(K) of appendix H to this part uses "annual" to describe the frequency of any payments or the applicable unit-period, the creditor shall use the appropriate term to reflect the transaction's terms, such semiannual payments.

(ii) PACE nomenclature.

(A) Wherever this section requires disclosure of the word "PACE" or form H– 25(K) of appendix H to this part uses the term "PACE," the creditor may substitute the name of a specific PACE financing program that will be recognizable to the consumer.

(B) In disclosing the information required under paragraph (p)(2) of this section, the creditor shall use the term "PACE contract documents" to refer to the appropriate loan document and security instrument.

§ 1026.41 Periodic statements for residential mortgage loans.

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(e) Exemptions-

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(7) *PACE transactions*. PACE transactions, as defined in § 1026.43(b)(15), are exempt from the requirements of this section.

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§ 1026.43 Minimum standards for transactions secured by a dwelling.

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(b) Definitions. For purposes of this section:

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(14) *PACE company* means a person, other than a natural person or a government unit, that administers the program through which a consumer applies for or <u>obtains a PACE transaction.</u>

(15) *PACE transaction* means financing to cover the costs of home improvements that results in a tax assessment on the real property of the consumer.

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(i) PACE transactions.

(1) For PACE transactions extended to consumers who pay their property taxes through an escrow account, in making the repayment ability determination required under paragraph (c)(1) and (2) of this section, a creditor must consider the factors identified in paragraphs (c)(2)(i) through (viii) of this section and also must consider any monthly payments that the creditor knows or has reason to know the consumer will have to pay into any escrow account as a result of the PACE transaction that are in excess of the monthly payment amount considered under paragraph (c)(2)(iii) of this section, taking into account:

(i) The cushion of one-sixth (1/6) of the estimated total annual payments attributable to the PACE transaction from the escrow account that the servicer may charge under § 1024.17(c)(1) of this chapter, unless the creditor reasonably expects that no such cushion will be required or unless the creditor reasonably expects that a different cushion amount will be required, in which case the creditor must use that amount; and

(ii) If the timing for when the servicer is expected to learn of the PACE transaction is likely to result in a shortage or deficiency in the consumer's escrow account, the expected effect of any such shortage or deficiency on the monthly payment that the consumer will be required to pay into the consumer's escrow account.

(2) Notwithstanding paragraphs (e)(2), (e)(5), (e)(7), or (f) of this section, a PACE transaction is not a qualified mortgage as defined in this section.

(3) For a PACE transaction, the requirements of this section apply to both the creditor and any PACE company that is substantially involved in making the credit decision. A PACE company is substantially involved in making the credit decision if it, as to a particular consumer, makes the credit decision, makes a recommendation as to whether to extend credit, or applies criteria used in making the credit decision. In the case of any failure by any such PACE company to comply with any requirement imposed under this section, section 130 of the Truth in Lending Act, 15 U.S.C. 1640, shall be applied with respect to any such failure by substituting "PACE company" for "creditor" each place such term appears in each such subsection.

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APPENDIX H TO PART 1026-CLOSED-END MODEL FORMS AND CLAUSES

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H-24(H) MORTGAGE LOAN TRANSACTION LOAN ESTIMATE-MODEL FORM FOR PACE

TRANSACTIONS

	Save this Loan Estimate to compare with your Closing Disclosure.
Loan Estimate	LOAN TERM PURPOSE PRODUCT
PROPERTY EST. PROP. VALUE	LOAN TYPE Conventional FHA VA LOAN ID # LOAN ID # RATE LOCK NO YES, until Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on
Loan Terms	Can this amount increase after closing?
Loan Amount	
Interest Rate	
Annual Principal & Interest See Projected Payments below for your Estimated Total Annual Payment	
	Does the loan have these features?
Prepayment Penalty	
Balloon Payment	
Projected Payments	
Payment Calculation	
Principal & Interest	
Fees & Other Amounts	
Estimated Total Annual Payment	
Estimated Taxes, Insurance & Assessments Amount can increase over time	This estimate includes PACE payment Property Taxes (not including PACE loan) Homeowner's Insurance Other: Your PACE loan will be part of your property tax payment. If you have a mortgage wit an escrow account, the PACE loan will increase your escrow payment. Contact your mortgage servicer for what you will owe and when.

Costs at Closing	
Estimated Closing Costs	Includes in Loan Costs + in Other Costs – in Lender Credits. <i>See details on page 2.</i>
Estimated Cash to Close	Includes Closing Costs. See Calculating Cash to Close on page 2 for details

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools.

LOAN ESTIMATE

PAGE 1 OF 3 + LOAN ID #

Loan Costs	Other Costs	
A. Origination Charges	E. Taxes and Other Government Fees	
% of Loan Amount (Points)	Recording Fees and Other Taxes Transfer Taxes	
	F. Prepaids	
	Homeowner's Insurance Premium (months) Mortgage Insurance Premium (months) Prepaid Interest (per day for days @) Property Taxes (months)	
	G. Initial Escrow Payment at Closing	
	Homeowner's Insurance per month for mo.	
B. Services You Cannot Shop For	Mortgage Insurance per month for mo. Property Taxes per month for mo.	
	H. Other	
	H. Other	
	H. Other I. TOTAL OTHER COSTS (E + F + G + H)	
C. Services You Can Shop For		
C. Services You Can Shop For		
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS D + 1	
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS	
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS D + 1	
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS D + I Lender Credits	
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close	
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount	
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J)	
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments	

D. TOTAL LOAN COSTS (A + B + C)

LOAN ESTIMATE

PAGE 2 OF 3 + LOAN ID #

Loan Costs	Other Costs
A. Origination Charges	E. Taxes and Other Government Fees
% of Loan Amount (Points)	Recording Fees and Other Taxes Transfer Taxes
	F. Prepaids
	Homeowner's Insurance Premium (months) Mortgage Insurance Premium (months) Prepaid Interest (per day for days @) Property Taxes (months)
	G. Initial Escrow Payment at Closing
	Homeowner's Insurance per month for mo.
B. Services You Cannot Shop For	Mortgage Insurance per month for mo. Property Taxes per month for mo.
	H. Other
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H)
C. Services You Can Shop For	J. TOTAL CLOSING COSTS
C. Services You Can Shop For	
C. Services You Can Shop For	J. TOTAL CLOSING COSTS D + I Lender Credits Calculating Cash to Close
C. Services You Can Shop For	J. TOTAL CLOSING COSTS D + I Lender Credits Calculating Cash to Close Loan Amount
C. Services You Can Shop For	J. TOTAL CLOSING COSTS D + I Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J)
C. Services You Can Shop For	J. TOTAL CLOSING COSTS D + I Lender Credits Calculating Cash to Close Loan Amount
C. Services You Can Shop For	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments
C. Services You Can Shop For	J. TOTAL CLOSING COSTS D + I Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close □ From □ To Borrower
	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close □ From □ To Borrower Estimated Closing Costs Financed
D. TOTAL LOAN COSTS (A + B + C) Adjustable Payment (AP) Table	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close □ From □ To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount)
D. TOTAL LOAN COSTS (A + B + C) Adjustable Payment (AP) Table	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close □ From □ To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin
D. TOTAL LOAN COSTS (A + B + C) Adjustable Payment (AP) Table Interest Only Payments	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate
D. TOTAL LOAN COSTS (A + B + C) Adjustable Payment (AP) Table Interest Only Payments Optional Payments?	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cosing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate
D. TOTAL LOAN COSTS (A + B + C) Adjustable Payment (AP) Table Interest Only Payments Optional Payments? Step Payments	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Total Payoffs and Payments Estimated Cosing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate Change Frequency
D. TOTAL LOAN COSTS (A + B + C) Adjustable Payment (AP) Table Interest Only Payments Optional Payments? Step Payments Seasonal Payments	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate Change Frequency First Change/Amount
D. TOTAL LOAN COSTS (A + B + C) Adjustable Payment (AP) Table Interest Only Payments Optional Payments? Step Payments Seasonal Payments	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate Change Frequency First Change/Amount Subsequent Changes
D. TOTAL LOAN COSTS (A + B + C) Adjustable Payment (AP) Table Interest Only Payments Optional Payments? Step Payments Seasonal Payments Monthly Principal and Interest Payments	J. TOTAL CLOSING COSTS D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate Change Frequency First Change/Amount

PAGE 2 OF 3 + LOAN ID #

13 UNOFFICIAL REDLINE OF RESIDENTIAL PACE FINANCING FINAL RULE

LOAN ESTIMATE

Loan Costs	Other Costs	
. Origination Charges	E. Taxes and Other Government Fees	
% of Loan Amount (Points)	Recording Fees and Other Taxes Transfer Taxes	
	F. Prepaids	
	Homeowner's Insurance Premium (months) Mortgage Insurance Premium (months) Prepaid Interest (per day for days @) Property Taxes (months)	
	G. Initial Escrow Payment at Closing	
	Homeowner's Insurance per month for mo	
8. Services You Cannot Shop For	Mortgage Insurance per month for mo Property Taxes per month for mo	
	H. Other	
C. Services You Can Shop For	I. TOTAL OTHER COSTS (E + F + G + H)	
	J. TOTAL CLOSING COSTS	
	D+I	
	Lender Credits	
	Calculating Cash to Close	
	Loan Amount	
	Total Closing Costs (J)	
	Estimated Total Payoffs and Payments	
	Estimated Cash to Close From To Borrower	

Estimated Cash to Close \Box From \Box To Borrower

Estimated Closing Costs Financed (Paid from your Loan Amount)

D. TOTAL LOAN COSTS (A + B + C)

Adjustable Payment (AP) Table		
Interest Only Payments		
Optional Payments?		
Step Payments		
Seasonal Payments		
Monthly Principal and Interest Payments		
First Change/Amount		
Subsequent Changes		
Maximum Payment		

LOAN ESTIMATE

PAGE 2 OF 3 + LOAN ID #

	Other Costs
Origination Charges	E. Taxes and Other Government Fees
% of Loan Amount (Points)	Recording Fees and Other Taxes Transfer Taxes
	F. Prepaids
	Homeowner's Insurance Premium (months) Mortgage Insurance Premium (months) Prepaid Interest (per day for days @) Property Taxes (months)
	G. Initial Escrow Payment at Closing
	Homeowner's Insurance per month for mo.
Services You Cannot Shop For	Mortgage Insurance per month for mo.
	Property Taxes per month for mo.
	H. Other
Services You Can Shop For	
	J. TOTAL CLOSING COSTS
	J. TOTAL CLOSING COSTS D + I Lender Credits
	D + I
	D + I Lender Credits Calculating Cash to Close Loan Amount
	D + I Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J)
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	D + I Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments
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FOTAL LOAN COSTS (A + B + C)	D + I Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin
ΓΟΤΑL LOAN COSTS (A + B + C)	D + I Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate
TOTAL LOAN COSTS (A + B + C)	D + I Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate
FOTAL LOAN COSTS (A + B + C)	D + I Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate Change Frequency
TOTAL LOAN COSTS (A + B + C)	D + 1 Lender Credits
FOTAL LOAN COSTS (A + B + C)	D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate Change Frequency First Change/Amount Subsequent Changes
FOTAL LOAN COSTS (A + B + C)	D + 1 Lender Credits Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close From To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount) Adjustable Interest Rate (AIR) Table Index + Margin Initial Interest Rate Minimize/Maximize Interest Rate Change Frequency First Change/Amount

LOAN ESTIMATE

PAGE 2 OF 3 • LOAN ID #

LENDER NMLS/__LICENSE ID LOAN OFFICER NMLS/__LICENSE ID EMAIL PHONE

PACE COMPANY NMLS/_LICENSE ID EMAIL PHONE MORTGAGE BROKER NMLS/_LICENSE ID LOAN OFFICER NMLS/__LICENSE ID EMAIL PHONE

Comparisons	Use these measures to compare this loan with other loans.
In 5 Years	Total you will have paid in principal, interest, mortgage insurance, and loan costs. Principal you will have paid off.
Annual Percentage Rate (APR)	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Appraisal	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
Late Payment	If your property tax payment is late, you may be subject to penalties and late fees established by your property tax collector.
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.
Selling the Property	If you sell the property, the buyer or their mortgage lender may require you to pay off the PACE loan as a condition of the sale.
Servicing	You will pay your PACE loan as part of your property tax payment. If you have a mortgage with an escrow account that includes your property tax payments, contact your mortgage servicer for what you will owe and when. If you do not have a mortgage with an escrow account, you will pay your taxing authority directly.

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	Date	Co-Applicant Signature	Date

LOAN ESTIMATE

PAGE 3 OF 3 + LOAN ID #

LENDER NMLS/__LICENSE ID LOAN OFFICER NMLS/__LICENSE ID EMAIL PHONE

PACE COMPANY NMLS/__LICENSE ID EMAIL PHONE MORTGAGE BROKER NMLS/__LICENSE ID LOAN OFFICER NMLS/__LICENSE ID EMAIL PHONE

Comparisons Use these measures to compare this loan with other loans.	
In 5 Years	Total you will have paid in principal, interest, mortgage insurance, and loan costs. Principal you will have paid off.
Annual Percentage Rate (APR)	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations	
Late Payment	If your property tax payment is late, you may be subject to penalties and late fees established by your property tax collector.
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.
Selling the Property	If you sell the property, the buyer or their mortgage lender may require you to pay off the PACE loan as a condition of the sale.
Servicing	You will pay your PACE loan as part of your property tax payment. If you have a mortgage with an escrow account that includes your property tax payments, contact your mortgage servicer for what you will owe and when. If you do not have a mortgage with an escrow account, you will pay your taxing authority directly.

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	Date	Co-Applicant Signature	Date
LOAN ESTIMATE			PAGE3 OF3 + LOAN ID #

LENDER NMLS/__LICENSE ID LOAN OFFICER NMLS/__LICENSE ID EMAIL PHONE

PACE COMPANY NMLS/__LICENSE ID EMAIL PHONE MORTGAGE BROKER NMLS/__LICENSE ID LOAN OFFICER NMLS/__LICENSE ID EMAIL PHONE

Comparisons Use these measures to compare this loan with other loans.		
In 5 Years	Total you will have paid in principal, interest, mortgage insurance, and loan costs. Principal you will have paid off.	
Annual Percentage Rate (APR)	Your costs over the loan term expressed as a rate. This is not your interest rate.	
Total Interest Percentage (TIP)	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

Other Considerations	
Appraisal	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
Late Payment	If your property tax payment is late, you may be subject to penalties and late fees established by your property tax collector.
Loan Acceptance	You do not have to accept this loan because you have received this form or signed a loan application.
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.
Selling the Property	If you sell the property, the buyer or their mortgage lender may require you to pay off the PACE loan as a condition of the sale.
Servicing	You will pay your PACE loan as part of your property tax payment. If you have a mortgage with an escrow account that includes your property tax payments, contact your mortgage servicer for what you will owe and when. If you do not have a mortgage with an escrow account, you will pay your taxing authority directly.

LOAN ESTIMATE

PAGE 3 OF 3 + LOAN ID #

LENDER NMLS/__LICENSE ID LOAN OFFICER NMLS/__LICENSE ID EMAIL PHONE

PACE COMPANY NMLS/__LICENSE ID EMAIL PHONE MORTGAGE BROKER NMLS/__LICENSE ID LOAN OFFICER NMLS/__LICENSE ID EMAIL PHONE

Comparisons Use these measures to compare this loan with other loans.	
In 5 Years	Total you will have paid in principal, interest, mortgage insurance, and loan costs. Principal you will have paid off.
Annual Percentage Rate (APR)	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations	
Late Payment	If your property tax payment is late, you may be subject to penalties and late fees established by your property tax collector.
Loan Acceptance	You do not have to accept this loan because you have received this form or signed a loan application.
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.
Selling the Property	If you sell the property, the buyer or their mortgage lender may require you to pay off the PACE loan as a condition of the sale.
Servicing	You will pay your PACE loan as part of your property tax payment. If you have a mortgage with an escrow account that includes your property tax payments, contact your mortgage servicer for what you will owe and when. If you do not have a mortgage with an escrow account, you will pay your taxing authority directly.

LOAN ESTIMATE

PAGE 3 OF 3 + LOAN ID #

20 UNOFFICIAL REDLINE OF RESIDENTIAL PACE FINANCING FINAL RULE

* * * *

.X-

H-25(K) MORTGAGE LOAN TRANSACTION CLOSING DISCLOSURE-MODEL FORM FOR PACE

TRANSACTIONS

Closing Disclosure	This form is a statement of f document with your Loan E	final loan terms and closing costs. Compare this stimate.
Closing Information Date Issued Closing Date Disbursement Date Settlement Agent	Transaction Information Borrower Lender	Loan Information Loan Term Purpose Product
ile # roperty	PACE Company	Loan Type Conventional FHA VA Loan ID #
stimated Prop. Value		MIC #
Loan Terms	Can this amount i	ncrease after closing?
Interest Rate		
Annual Principal & Interest See Projected Payments below for your Estimated Total Annual Payment		
Prepayment Penalty	Does the loan hav	e these features?
Balloon Payment		
Projected Payments Payment Calculation		
Principal & Interest		
Fees and Other Amounts		
Estimated Total Annual Payment		
Estimated Taxes, Insurance & Assessments Amount can increase over time	a mortgage with an escre	including PACE loan)
Costs at Closing		
Closing Costs	Includes in Loan C in Lender Credits. <i>See details</i> o	
Cash to Close	Includes Closing Costs. See C	alculating Cash to Close on page 3 for details
CLOSING DISCLOSURE		PAGE 1 OF 5 + LOAN ID #

Closing Disclosure

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

Closing Information	Transaction Information	Loan Infor	rmation
Date Issued Closing Date	Borrower	Loan Term Purpose	
Disbursement Date		Product	
Settlement Agent	Lender		
File #		Loan Type	□Conventional □FHA
Property			
	PACE Company	Loan ID #	
Appraised Prop. Value		MIC #	

 Loan Terms
 Can this amount increase after closing?

 Loan Amount
 Interest Rate

 Interest Rate
 Interest Rate

 Annual Principal & Interest
 See Projected Payments below for your Estimated Total Annual Payment

 Does the Ioan have these features?
 Prepayment Penalty

Projected Payments	
Payment Calculation	
Principal & Interest	
Fees and Other Amounts	
Estimated Total Annual Payment	
Estimated Taxes, Insurance & Assessments Amount can increase over time	This estimate includes PACE Payment Property Taxes (not including PACE loan) Homeowner's Insurance Other: Your PACE loan will be part of your property tax payment. If you have a mortgage with an escrow account, the PACE loan payment will increase your escrow payment. Contact your mortgage servicer for what you will owe and when.
Costs at Closing	
Closing Costs	Includes in Loan Costs + in Other Costs – in Lender Credits. See details on page 2.
Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details</i>

CLOSING DISCLOSURE

Balloon Payment

PAGE 1 OF 5 . LOAN ID #

Loan Costs	Borrower-Paid At Closing Before Closing	Paid by Others
A. Origination Charges		
1 % of Loan Amount (Points)		
3		
4		
15		
16		
07		
18		
8. Services Borrower Did Not Shop For		
12		
3		
M		
5		
16		
20 17		
8		
19 19		
10		
C. Services Borrower Did Shop For		
)]		
2		
3		
М		
05		
16		
)7		
38		
D. TOTAL LOAN COSTS (Borrower-Paid)		
Other Costs		
Other Costs Taxes and Other Government Fees Provide the Covernment Fees Deed: Mortgage:		
Other Costs E. Taxes and Other Government Fees D. Recording Fees Deed: Mortgage: D2		
02 F. Prepaids		
Other Costs E. Taxes and Other Government Fees D1 Recording Fees Deed: Mortgage: D2 E. Prepaids D1 Homeowner's Insurance Premium (mo.)		
Other Costs E. Taxes and Other Government Fees D1 Recording Fees Deed: Mortgage: D2 E. Prepaids D1 Homeowner's Insurance Premium (mo.) D2 Mortgage Insurance Premium (mo.)		
Other Costs E. Taxes and Other Government Fees D Recording Fees Deed: Mortgage: D P. Prepaids Homeowner's Insurance Premium (mo.) Mortgage Insurance Premium (mo.) Prepaid Interest (per day from to)		
Other Costs Taxes and Other Government Fees Recording Fees Prepaids Homeowner's Insurance Premium (mo.) Homeowner's Insurance Premium (mo.) Prepaid Interest (per day from to) Prepaid Interest (mo.)		
Other Costs 2. Taxes and Other Government Fees 21. Recording Fees Deed: 22. 32. 23. Prepaids 24. Mortgage Insurance Premium (mo.) 25. Prepaid Interest (per day from to) 26. Property Taxes (mo.)		
Other Costs Taxes and Other Government Fees TRecording Fees TRecording Fees TRepaids THomeowner's Insurance Premium (mo.) Thortgage Insurance		
Other Costs Taxes and Other Government Fees Taxes and Other Government Fees The Recording Fees The Prepaids The Mortgage Insurance Premium (mo.) The Mortgage Insurance Premium (mo.) The Property Taxes (mo.) The Property T		
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Other Costs I. Recording Fees Deed: Mortgage: I2 F. Prepaids II. Homeowner's Insurance Premium (mo.) II. Property Taxes (mo.) II. Property Taxes (mo.) II. Homeowner's Insurance Premium (mo.) II. Property Taxes (mo.) II. Homeowner's Insurance Premium (mo.) II. Homeowner's Insurance Premium (mo.) II. Homeowner's Insurance		
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Other Costs • Taxes and Other Government Fees • Recording Fees • Recording Fees • Prepaids • Prepaids Insurance Premium (mo.) • Prepaid Interest (per day from to) • Prepaid Interest (per day from to) • Prepaid Interest (mo.) • Solutial Escrow Payment at Closing • Homeowner's Insurance per month for mo. • Mortgage Insurance per month for mo. • Mortgage Insurance per month for mo. • Mortgage Insurance per month for mo.		
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Other Costs Caxes and Other Government Fees 11 Recording Fees Deed: 22 Prepaids 11 Homeowner's Insurance Premium (mo.) 22 Mortgage Insurance Premium (mo.) 23 Prepaid Interest (per day fromto) 24 Property Taxes (mo.) 25 3. Initial Escrow Payment at Closing 21 Montgage Insurance 22 Mortgage Insurance 23 Prepaid Strustance 24 Mortgage Insurance 25 3. Initial Escrow Payment at Closing 24 Mortgage Insurance 25 26 27 28 40 36 41 42 43 44 44 45 46 47 48 49 40 41 42 43 44 44 44 45 46 47 48		
Other Costs A Taxes and Other Government Fees 1 Recording Fees Deed: Mortgage: 2 Prepaids 1 Homeowner's Insurance Premium (mo.) 2 Mortgage Insurance Premium (mo.) 3 Prepaid Interest (per day from to) 4 Property Taxes (mo.) 5 6. Initial Escrow Payment at Closing 1 Homeowner's Insurance 9 Property Taxes 9 Regregate Adjustment 4. Other		
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Other Costs E. Taxes and Other Government Fees D1 Recording Fees Deed: Mortgage: D2 F. Prepaids D1 Homeowner's Insurance Premium (mo.) D2 Mortgage Insurance Premium (mo.) D3 Prepaid Interest (per day from to) D4 Property Taxes (mo.) D5 G. Initial Escrow Payment at Closing D1 Homeowner's Insurance D2 Mortgage Insurance D2 Homeowner's Insurance D2 Mortgage Insurance D2 Mortgage Insurance D3 Prepaid Interest (per month for mo.)		

CLOSING DISCLOSURE

PAGE 2 OF 5 + LOAN ID #

Payoffs and Payments		AMOUNT
01		
)2		
3		
4		
15		
16		
17		
8		
19		
0		
1		
2		
3		
4.		
5		
. TOTAL PAYOFFS AND	RAVINGING	

Calculating Cash to Close	Use this table to see what has changed from your Loan Estimate.		
	Loan Estimate	Final	Did this change?
Loan Amount			
Total Closing Costs (J)			
Closing Costs Paid Before Closing			
Total Payoffs and Payments (K)			
Cash to Close	From To Borrower	From To Borrower	Closing Costs Financed (Paid from your Loan Amount)

CLOSING DISCLOSURE

PAGE 3 OF 5 + LOAN ID #

Loan Disclosures

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.

does not have a demand feature.

Late Payment

If your property tax payment is late, you may be subject to penalties and late fees established by your property tax collector. You may want to contact your tax collector for more information.

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.
- may have 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.
- do not have a negative amortization feature.

Partial Payment

If you pay your property taxes directly to your tax collector, contact your tax collector about its partial payment policy. If you have a mortgage with an escrow account for your property taxes, contact your mortgage servicer about the partial payment policy for the account.

Security Interest

You are granting a security interest in

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

Selling the Property

If you sell the property, the buyer or their mortgage lender may require you to pay off the PACE loan as a condition of sale.

Adjustable Payment (AP) Table		
Interest Only Payments?		
Optional Payments?		
Step Payments?		
Seasonal Payments?		
Monthly Principal and Interest Pa	yments	
First Change/Amount		
Subsequent Changes		
Maximum Payment		

CLOSING DISCLOSURE

Loan Disclosures

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Selling the Property

If you sell the property, the buyer or their mortgage lender may require you to pay off the PACE loan as a condition of sale.

Adjustable Interest Rate (AIR) Table
Index + Margin
Initial Interest Rate
Minimum/Maximum Interest Rate
Change Frequency
First Change
Subsequent Changes
Limits on Interest Rate Changes
First Change
Subsequent Changes

CLOSING DISCLOSURE

PAGE 4 OF 5 + LOAN ID #

Loan Disclosures

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.
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Selling the Property

If you sell the property, the buyer or their mortgage lender may require you to pay off the PACE loan as a condition of sale.

Adjustable Payment (AP) Ta	ble
Interest Only Payments?	
Optional Payments?	
Step Payments?	
Seasonal Payments?	
Monthly Principal and Interest Pa	syments
First Change/Amount	
Subsequent Changes	
Maximum Payment	

Adjustable Interest Rate (AIR) Table

Index + Margin
initial Interest Rate
Minimum/Maximum Interest Rate
Change Frequency
First Change
Subsequent Changes
Limits on Interest Rate Changes
First Change
Subsequent Changes

CLOSING DISCLOSURE

PAGE 4 OF 5 + LOAN ID #

Loan Disclosures

Demand Feature

Your loan

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Security Interest

You are granting a security interest in

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

Selling the Property

If you sell the property, the buyer or their mortgage lender may require you to pay off the PACE loan as a condition of sale.

CLOSING DISCLOSURE

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
Finance Charge. The dollar amount the loan will cost you.	
Amount Financed. The loan amount available after paying your upfront finance charge.	
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

Questions? If you have questions about the loan terms and costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at

www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, 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 PACE contract documents for more information about what happens if you fail to make your payments,

- what is a 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 or Tax Sale

If this property is sold through foreclosure or tax sale and the sale does not cover the amount owed on the PACE obligation, you may be liable for some portion of the unpaid balance under state law. You may want to consult a lawyer for more information.

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.

	Lender	Mortgage Broker	Settlement Agent	PACE Company
Name				
Address				
NMLS ID				
License ID				
Contact				
Contact NMLS ID				
ContactLicense ID				
Email				
Phone				_

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

Date

Co-Applicant Signature

Date

CLOSING DISCLOSURE

PAGE 5 OF 5 - LOAN ID #

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
Finance Charge. The dollar amount the loan will cost you.	
Amount Financed. The loan amount available after paying your upfront finance charge.	
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

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Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

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	Lender	Mortgage Broker	Settlement Agent	PACE Company
Name				
Address				
NMLSID				
License ID				
Contact				
Contact NMLS ID				
ContactLicense ID				
Email				
Phone				

CLOSING DISCLOSURE

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
Finance Charge. The dollar amount the loan will cost you.	
Amount Financed. The loan amount available after paying your upfront finance charge.	
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

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- the rules for making payments before they are due.

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If this property is sold through foreclosure or tax sale and the sale does not cover the amount owed on the PACE obligation, you may be liable for some portion of the unpaid balance under state law. You may want to consult a lawyer for more information.

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.

	Lender	Mortgage Broker	Settlement Agent	PACE Company
Name				
Address				
NMLSID				
License ID				1
Contact				
Contact NMLS ID				
ContactLicense ID				
Email				
Phone				

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

Date

Co-Applicant Signature

Date

CLOSING DISCLOSURE

PAGE 5 OF 5 + LOAN ID #

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
Finance Charge. The dollar amount the loan will cost you.	
Amount Financed. The loan amount available after paying your upfront finance charge.	
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

Questions? If you have questions about the loan terms and costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at

www.consumerfinance.gov/mortgage-closing

Other Disclosures

Contract Details

See your PACE contract documents for more information about · what happens if you fail to make your payments,

- what is a 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 or Tax Sale

If this property is sold through foreclosure or tax sale and the sale does not cover the amount owed on the PACE obligation, you may be liable for some portion of the unpaid balance under state law. You may want to consult a lawyer for more information.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

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.

	Lender	Mortgage Broker	Settlement Agent	PACE Company
Name				
Address				
NMLSID				
License ID				
Contact				
Contact NMLS ID				
ContactLicense ID				
Email				
Phone				

CLOSING DISCLOSURE

PAGE 5 OF 5 - LOAN ID #

H-28(K) MORTGAGE LOAN TRANSACTION LOAN ESTIMATE-MODEL FORM FOR PACE

TRANSACTIONS—SPANISH LANGUAGE MODEL FORM

	Guarde esta Estimación de Préstamo para compararla con su Declaración de Cierre.		
Estimación de Préstamo FECHA DE EMISIÓN SOLICITANTES	O PLAZO DEL PRÉSTAMO FINALIDAD PRODUCTO TIPO DE PRÉSTAMO □Convencional □FHA □VA □ N. ° DEL PRÉSTAMO		
	n.º DEL PRESTAMO BLOQUEO DE TASA □NO □SÍ, hasta el a las		
NMUEBLE	Antes del cierre, la tasa de interés, los puntos y los créditos del prestamista podrío		
ALOR ESTIMADO DE LA VIVIENDA	cambiar, a menos que usted bioques la tasa de interés. Todos los demás costos d cierre estimados estarán vigentes hasta el		
Términos del préstamo	¿Puede aumentar este monto después del cierre?		
Monto del préstamo			
Tasa de interés			
Capital e intereses anuales Consulte la sección Pagos Proyectados a continuación para conocer su Pago Anual Total Estimado.			
	¿Tiene el préstamo estas características?		
Multa por pago anticipado			
Cuota extraordinaria			
Pagos proyectados			
Cálculo de los pagos			
Capital e intereses			
Tarifas y otros montos			
Pago Anual Total Estimado			
Impuestos, seguro y evaluaciones estimados El monto puede aumentar con	Esta estimación incluye ¿En depósito? Pago de PACE Impuestos sobre la propiedad (no incluyen el préstamo PACE) Seguro de la vivienda Otro: Otro:		
el paso del tiempo	Su préstamo PACE formará parte de su pago de impuestos sobre la propiedad. Si tiene una hipoteca con una cuenta de depósito en garantía, el préstamo PACE aumentará su pago del depósito en garantía. Comuníquese con el administrador de la hipoteca para saber cuánto adeuda y cuándo debe pagar.		
Costos al momento del cierre			
Costos de cierre estimados	Incluye por costos del préstamo + por otros costos – por créditos del prestamista. <i>Consulte los detalles en la página 2.</i>		
Dinero en efectivo estimado para el cierre	Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 2. 🛛 Del Deudor 🗌 Para Deudor		

Visite www.consumerfinance.gov/mortgage-estimate para información general y ayuda.

PÁGINA 1 DE 3 • N. ° DEL PRÉSTAMO

Detalles de los costos del cierre

Costos del préstamo	Otros costos
A. Gastos por tramitación	E. Impuestos y otros cargos gubernamentales
% del monto del préstamo (Puntos)	Costos de registro y otros impuestos Impuestos por transferencia de título
	F. Pagos anticipados
	Impuestos sobre la propiedad (meses) Pago anticipado de intereses (diarios durante días a la tasa de) Prima del seguro de hipoteca (meses) Prima del seguro de la vivienda (meses)
	G. Pago inicial de la cuenta en depósito al cierre
	Impuestos sobre la propiedad
B. Servicios que usted no puede contratar	de por mes durante meses Seguro de hipoteca de por mes durante meses Seguro de la vivienda de por mes durante meses
	H. Otros
	H. Otros I. TOTAL DE OTROS COSTOS (E + F + G + H)
C. Servicios que usted puede contratar	
C. Servicios que usted puede contratar	I. TOTAL DE OTROS COSTOS (E + F + G + H)
C. Servicios que usted puede contratar	I. TOTAL DE OTROS COSTOS (E + F + G + H) J. TOTAL DE COSTOS DE CIERRE D + I Créditos del prestamista
C. Servicios que usted puede contratar	I. TOTAL DE OTROS COSTOS (E + F + G + H) J. TOTAL DE COSTOS DE CIERRE D + 1
C. S e rvicios que usted puede contratar	I. TOTAL DE OTROS COSTOS (E + F + G + H) J. TOTAL DE COSTOS DE CIERRE D + I Créditos del prestamista Cálculo del dinero en efectivo para el cierre
C. Servicios que usted puede contratar	I. TOTAL DE OTROS COSTOS (E + F + G + H) J. TOTAL DE COSTOS DE CIERRE D + I Créditos del prestamista Cálculo del dinero en efectivo para el cierre Monto del préstamo
C. Servicios que usted puede contratar	I. TOTAL DE OTROS COSTOS (E + F + G + H) J. TOTAL DE COSTOS DE CIERRE D + 1 Créditos del prestamista Cálculo del dinero en efectivo para el cierre Monto del préstamo Total de costos de cierre (J)

D. COSTOS TOTALES DEL PRÉSTAMO (A + B + C)

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 2 DE 3 • N. ° DEL PRÉSTAMO

Costos de cierre financiados estimados (pagados del monto del préstamo)

Detalles de los costos del cierre

Costos del préstamo

Otros costos A. Gastos por tramitación E. Impuestos y otros cargos gubernamentales Costos de registro y otros impuestos % del monto del préstamo (Puntos) Impuestos por transferencia de título F. Pagos anticipados Impuestos sobre la propiedad (meses) Pago anticipado de intereses (diarios durante días a la tasa de Prima del seguro de hipoteca (meses) Prima del seguro de la vivienda (meses) G. Pago inicial de la cuenta en depósito al cierre Impuestos sobre la propiedad por mes durante meses de B. Servicios que usted no puede contratar por mes durante meses Seguro de hipoteca de por mes durante meses Seguro de la vivienda de H. Otros I. TOTAL DE OTROS COSTOS (E + F + G + H) J. TOTAL DE COSTOS DE CIERRE

C. Servicios que usted puede contratar

D + I

Créditos del prestamista

Cálculo del dinero en efectivo para el cierre

)

Monto del préstamo

Total de costos de cierre (J)

Liquidaciones y pagos totales estimados Dinero en efectivo estimado para el cierre

🗌 Del Deudor 📃 Para Deudor

Costos de cierre financiados estimados (pagados del monto del préstamo)

D. COSTOS TOTALES DEL PRÉSTAMO (A + B + C)

Tabla de pagos ajustables (PA)		
¿Pago de interés solamente?		
¿Pagos opcionales?		
¿Pagos escalonados?		
¿Pagos estacionales?		
Pagos mensuales de capital e intereses		
Primer cambio/Monto		
Cambios subsiguientes		
Pago máximo		

Tabla de tasa de interés ajustable (TIA) Índice + Margen Tasa de interés inicial Tasa de interés mínima/máxima Frecuencia de los cambios Primer cambio Cambios subsiguientes Límites de cambios en la tasa de interés Primer cambio

Cambios subsiguientes

PÁGINA 2 DE 3 • N. º DEL PRÉSTAMO

ESTIMACIÓN DE PRÉSTAMO

Detalles de los costos del cierre

Costos del préstamo A. Gastos por tramitación

% del monto del préstamo (Puntos)

B. Servicios que usted no puede contratar

Otros costos

E. Impuestos y otros cargos gubernamentales Costos de registro y otros impuestos Impuestos por transferencia de título F. Pagos anticipados Impuestos sobre la propiedad (meses) Pago anticipado de intereses (mairios durante días a la tasa de Prima del seguro de hipoteca (meses) Prima del seguro de la vivienda (meses)

)

G. Pago inicial de la cuenta en depósito al cierre

Impuestos sobre la propiedad de por mes durante meses Seguro de hipoteca de por mes durante meses Seguro de la vivienda de por mes durante meses

H. Otros

I. TOTAL DE OTROS COSTOS (E + F + G + H)

C. Servicios que usted puede contratar

J. TOTAL DE COSTOS DE CIERRE D + I

Créditos del prestamista

Cálculo del dinero en efectivo para el cierre

Monto del préstamo

Total de costos de cierre (J)

Liquidaciones y pagos totales estimados Dinero en efectivo estimado para el cierre

Del Deudor 🗌 Para Deudor

Costos de cierre financiados estimados (pagados del monto del préstamo)

D. COSTOS TOTALES DEL PRÉSTAMO (A + B + C)

Tabla de pagos ajustables (PA)		
¿Pago de interés solamente?		
¿Pagos opcionales?		
¿Pagos escalonados?		
¿Pagos estacionales?		
Pagos mensuales de capital e intereses		
Primer cambio/Monto		
Cambios subsiguientes		
Pago máximo		

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 2 DE 3 • N.º DEL PRÉSTAMO

Detalles de los costos del cierre

Costos del préstamo Otros costos A. Gastos por tramitación E. Impuestos y otros cargos gubernamentales Costos de registro y otros impuestos % del monto del préstamo (Puntos) Impuestos por transferencia de título F. Pagos anticipados Impuestos sobre la propiedad (meses) Pago anticipado de intereses (diarios durante días a la tasa de) Prima del seguro de hipoteca (meses) Prima del seguro de la vivienda (meses) G. Pago inicial de la cuenta en depósito al cierre Impuestos sobre la propiedad por mes durante meses de B. Servicios que usted no puede contratar por mes durante meses Seguro de hipoteca de por mes durante meses Seguro de la vivienda de H. Otros I. TOTAL DE OTROS COSTOS (E + F + G + H) J. TOTAL DE COSTOS DE CIERRE C. Servicios que usted puede contratar D+1 Créditos del prestamista Cálculo del dinero en efectivo para el cierre Monto del préstamo Total de costos de cierre (J) Liquidaciones y pagos totales estimados Dinero en efectivo estimado para el cierre 🗌 Del Deudor 📃 Para Deudor Costos de cierre financiados estimados (pagados del monto del préstamo) D. COSTOS TOTALES DEL PRÉSTAMO (A + B + C) Tabla de tasa de interés ajustable (TIA) Índice + Margen

Tasa de interés inicial Tasa de interés mínima/máxima Frecuencia de los cambios Primer cambio Cambios subsiguientes

Primer cambio Cambios subsiguientes

Límites de cambios en la tasa de interés

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 2 DE 3 • N. º DEL PRÉSTAMO

PRESTAMISTA N.º DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N.º DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO	CORREDOR HIPOTECARIO N. ° DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N. ° DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO
COMPAÑÍA PACE N.º DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N.º DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO	
Comparaciones	Utilice estas medidas para comparar este préstamo con otros.
En 5 años	Total que habrá pagado en capital, intereses, seguro hipotecario y costos del préstamo. Capital que habrá pagado.
Tasa porcentual anual (APR)	Sus costos durante el plazo del préstamo expresados como una tasa. Esta no es su tasa de interés.
Total de intereses pagados a largo del plazo del préstamo (TIP)	lo El monto total de intereses que pagará durante el plazo del préstamo como porcentaje del monto del préstamo.
Otras consideraciones	
Administración	Usted pagará su préstamo PACE como parte de su pago del impuesto sobre la propiedad. Si tiene una hipoteca con una cuenta de depósito en garantía que incluye sus pagos del impues- to sobre la propiedad, comuníquese con su administrador hipotecario para saber cuánto adeu- da y cuándo debe pagar. Si no tiene una hipoteca con una cuenta de depósito en garantía, le pagará directamente a su autoridad fiscal."
Pago atrasado	Si se retrasa en el pago de su impuesto sobre la propiedad, es posible que esté sujeto a las mul- tas y penalidades por mora establecidas por su recaudador de impuestos sobre la propiedad.
Refinanciamiento	El refinanciamiento de este préstamo dependerá de su situación financiera futura, del valor de la propiedad y de las condiciones del mercado. Es posible que no se le pueda refinanciar este préstamo.
Valoración de la vivienda	Es posible que pidamos una valoración de la vivienda para determinar el valor de la propiedad y que le cobremos por esta valoración de la vivienda. Inmediatamente, le daremos una copia de la valoración aunque su préstamo no se cierre. Puede pagar para que se haga otra valoración de la vivienda más para su uso personal y esta correrá por su cuenta.
Venta de la propiedad	Si vende la propiedad, el comprador o su prestamista hipotecario pueden exigirle que pague el préstamo PACE como condición para la venta.
Confirmación de recepció	n ha recibido este formulario. No es necesario que acepte este préstamo por el hecho de haber firmado o

Al firmar, usted solo confirma que ha recibido este formulario. No es necesario que acepte este préstamo por el hecho de haber firmado o recibido este formulario.

Firma del solicitante

Fecha

Firma del cosolicitante

Fecha

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 3 DE 3 • N. º DEL PRÉSTAMO

PRESTAMISTA N. ° DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N. ° DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO	CORREDOR HIPOTECARIO N. ° DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N. ° DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO
COMPAÑÍA PACE N.º DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N.º DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO	
Comparaciones	Utilice estas medidas para comparar este préstamo con otros.
En 5 años	Total que habrá pagado en capital, intereses, seguro hipotecario y costos del préstamo. Capital que habrá pagado.
Tasa porcentual anual (APR)	Sus costos durante el plazo del préstamo expresados como una tasa. Esta no es su tasa de interés.
Total de intereses pagados a lo largo del plazo del préstamo (TIP)	El monto total de intereses que pagará durante el plazo del préstamo como porcentaje del monto del préstamo.
Otras consideraciones	
Aceptación del préstamo	No tiene que aceptar este préstamo por el hecho de haber recibido este formulario o firmado una aplicación para un préstamo.
Administración	Usted pagará su préstamo PACE como parte de su pago del impuesto sobre la propiedad. Si tiene una hipoteca con una cuenta de depósito en garantía que incluye sus pagos del impues- to sobre la propiedad, comuníquese con su administrador hipotecario para saber cuánto adeu- da y cuándo debe pagar. Si no tiene una hipoteca con una cuenta de depósito en garantía, le pagará directamente a su autoridad fiscal."
Pago atrasado	Si se retrasa en el pago de su impuesto sobre la propiedad, es posible que esté sujeto a las mul- tas y penalidades por mora establecidas por su recaudador de impuestos sobre la propiedad.
Refinanciamiento	El refinanciamiento de este préstamo dependerá de su situación financiera futura, del valor de la propiedad y de las condiciones del mercado. Es posible que no se le pueda refinanciar este préstamo.
Valoración de la vivienda	Es posible que pidamos una valoración de la vivienda para determinar el valor de la propiedad y que le cobremos por esta valoración de la vivienda. Inmediatamente, le daremos una copia de la valoración aunque su préstamo no se cierre. Puede pagar para que se haga otra valoración de la vivienda más para su uso personal y esta correrá por su cuenta.
Venta de la propiedad	Si vende la propiedad, el comprador o su prestamista hipotecario pueden exigirle que pague el préstamo PACE como condición para la venta.

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 3 DE 3 • N. º DEL PRÉSTAMO

N. ° DE NMLS/ LICENCIA DE___

AGENTE DE PRÉSTAMO N. ° DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO COMPAÑÍA PACE N. ° DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N. ° DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO	N. º DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N. º DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO
Comparaciones	Utilice estas medidas para comparar este préstamo con otros.
En 5 años	Total que habrá pagado en capital, intereses, seguro hipotecario y costos del préstamo.
	Capital que habrá pagado.
Tasa porcentual anual (APR)	Sus costos durante el plazo del préstamo expresados como una tasa. Esta no es su tasa de interés.
Total de intereses pagados a lo largo del plazo del préstamo (TIP)	El monto total de intereses que pagará durante el plazo del préstamo como porcentaje del monto del préstamo.
Otras consideraciones	
Administración	Usted pagará su préstamo PACE como parte de su pago del impuesto sobre la propiedad. Si tiene una hipoteca con una cuenta de depósito en garantía que incluye sus pagos del impues- to sobre la propiedad, comuníquese con su administrador hipotecario para saber cuánto adeu- da y cuándo debe pagar. Si no tiene una hipoteca con una cuenta de depósito en garantía, le pagará directamente a su autoridad fiscal."
Pago atrasado	Si se retrasa en el pago de su impuesto sobre la propiedad, es posible que esté sujeto a las mul- tas y penalidades por mora establecidas por su recaudador de impuestos sobre la propiedad.
Refinanciamiento	El refinanciamiento de este préstamo dependerá de su situación financiera futura, del valor de la propiedad y de las condiciones del mercado. Es posible que no se le pueda refinanciar este préstamo.
Venta de la propiedad	Si vende la propiedad, el comprador o su prestamista hipotecario pueden exigirle que pague el préstamo PACE como condición para la venta.

CORREDOR HIPOTECARIO

Confirmación de recepción

Al firmar, usted solo confirma que ha recibido este formulario. No es necesario que acepte este préstamo por el hecho de haber firmado o recibido este formulario.

Firma del solicitante

Fecha

Firma del cosolicitante

Fecha

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 3 DE 3 • N. º DEL PRÉSTAMO

PRESTAMISTA N.º DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N.º DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO	CORREDOR HIPOTECARIO N. ° DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N. ° DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO
COMPAÑÍA PACE N.º DE NMLS/ LICENCIA DE AGENTE DE PRÉSTAMO N.º DE NMLS/ LICENCIA DE CORREO ELECTRÓNICO TELÉFONO	
Comparaciones	Utilice estas medidas para comparar este préstamo con otros.
En 5 años	Total que habrá pagado en capital, intereses, seguro hipotecario y costos del préstamo. Capital que habrá pagado.
Tasa porcentual anual (APR)	Sus costos durante el plazo del préstamo expresados como una tasa. Esta no es su tasa de interés.
Total de intereses pagados a lo largo del plazo del préstamo (TIP)	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.
Otras consideraciones	
Aceptación del préstamo	No tiene que aceptar este préstamo por el hecho de haber recibido este formulario o firmado una aplicación para un préstamo.
Administración	Usted pagará su préstamo PACE como parte de su pago del impuesto sobre la propiedad. Si tiene una hipoteca con una cuenta de depósito en garantía que incluye sus pagos del impues- to sobre la propiedad, comuníquese con su administrador hipotecario para saber cuánto adeu- da y cuándo debe pagar. Si no tiene una hipoteca con una cuenta de depósito en garantía, le pagará directamente a su autoridad fiscal."
Pago atrasado	Si se retrasa en el pago de su impuesto sobre la propiedad, es posible que esté sujeto a las mul- tas y penalidades por mora establecidas por su recaudador de impuestos sobre la propiedad.
Refinanciamiento	El refinanciamiento de este préstamo dependerá de su situación financiera futura, del valor de la propiedad y de las condiciones del mercado. Es posible que no se le pueda refinanciar este préstamo.
Venta de la propiedad	Si vende la propiedad, el comprador o su prestamista hipotecario pueden exigirle que pague el préstamo PACE como condición para la venta.

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 3 DE 3 • N. º DEL PRÉSTAMO

H-28(L) MORTGAGE LOAN TRANSACTION CLOSING DISCLOSURE-MODEL FORM FOR PACE

TRANSACTIONS—SPANISH LANGUAGE MODEL FORM

Declaración de Cierre	Este formulario es una declaración sobre los términos y condiciones finales del préstamo y los costos de cierre. Compare este documento con su Estimación de Préstamo.		
Información sobre el cierre Fecha de emisión Fecha de cierre Fecha de desembolso Agente a cargo de la operación de cierre N° de Archivo Inmueble Valor estimado de la vivienda	Información sobre la transacción Deudor Prestamista Compañía PACE	Información sobre el préstamo Plazo del préstamo Finalidad Producto Tipo de préstamo Convencional FHA VA N.º de préstamo N.º de MIC #	
Términos del préstamo	•Puede aumentar es	te monto después del cierre?	
Monto del préstamo			
Tasa de interéste			
Capital e intereses anuales Consulte la sección Pagos Proyecta- dos a contiuación para conocer su Pago Anual Total Estimado.			
Multa por pago anticipado	¿Tiene el préstamo e	estas características?	
Cuota extraordinaria			
Damas provestadas			
Pagos proyectados Cálculo de los pagos			
Capital e intereses Tarifas y otros montos			
Pago Anual Total Estimado			
Impuestos, seguro y evaluaciones estimados El monto puede aumentar con el paso del tiempo	☐ Seguro de la vivienda ☐ Otro: Su préstamo PACE formará po Si tiene una hipoteca con una PACE aumentará su pago del	opiedad (no incluyen el préstamo PACE)	
Costos al momento del cierre			
Costos de cierre	,	el préstamo + por otros costos – prestamista. <i>Consulte los detalles en la página 2.</i>	
Dinero en efectivo para el cierre	·	lte los detalles en Cálculo del dinero en efectivo para el Deudor 🛛 Para Deudor	

DECLARACIÓN DE CIERRE

PAGE 1 OF 5 + LOAN ID #

Declaración de Cierre

Este formulario es una declaración sobre los términos y condiciones finales del préstamo y los costos de cierre. Compare este documento con su Estimación de Préstamo.

Información sobre el cierre Fecha de emisión Fecha de cierre Fecha de desembolso Agente a cargo de la operación de cierre N.º de Archivo Inmueble Valoración de la vivienda	Información sobre la transacción Deudor Prestamista Compañía PACE	Información sobre el préstamo Plazo del préstamo Finalidad Producto Tipo de préstamo Convencional FHA N.º de préstamo N.º de MIC #
Términos del préstamo	¿Puede aumentar este i	monto después del cierre?
Monto del préstamo		
Tasa de interéste		
Capital e intereses anuales Consulte la sección Pagos Proyecta- dos a contiuación para conocer su Pago Anual Total Estimado.		
Multa por pago anticipado	¿Tiene el préstamo esta	as características?
Cuota extraordinaria		
Pagos proyectados Cálculo de los pagos		
Capital e intereses Tarifas y otros montos		
Pago Anual Total Estimado		
Impuestos, seguro y evaluaciones estimados El monto puede aumentar con el paso del tiempo	☐ Seguro de la vivienda ☐ Otro: Su préstamo PACE formará parte Si tiene una hipoteca con una cue PACE aumentará su pago del dep	edad (no incluyen el préstamo PACE) de su pago de impuestos sobre la propiedad. enta de depósito en garantía, el préstamo ósito en garantía. Comuníquese con el a saber cuánto adeuda y cuándo debe pagar.
Costos al momento del cierre		
Costos de cierre	Incluye por costos del p por créditos del pres	réstamo + por otros costos – tamista. <i>Consulte los detalles en la página 2.</i>
Dinero en efectivo para el cierre	Incluye costos de cierre. <i>Consulte lc</i> el cierre en la página 3. Del D	os detalles en Cálculo del dinero en efectivo para eudor 🛛 Para Deudor
DECLARACIÓN DE CIERRE		PAGE 1 OF 5 • LOAN ID #

Detalles de los costos de cierre

			Pagados por
Costos del préstamo	Al cierre	Antes del cierre	otros
A. Gastos por tramitación			
01 % del monto del préstamo (Puntos)			
02			
03			
04 05			
06			
07			
08			
B. Servicios que el deudor no contrato			
01			
02			
 04			
05			
06			
07			
08			
09			
10			
C. Servicios que el deudor contrato			
01 02			
03			
04			
05			
06			
07			
D. COSTOS TOTALES DEL PRÉSTAMO (pagados por el deudor)			
Subtotales de los costos del préstamo (A + B + C)			
Otros costos			
E. Impuestos y otros cargos gubernamentales			
01 Costos de registro y otros impuestos por registro del título de Inmueble: Hipoteca:			
02			
F Pagos anticipados			
01 Impuestos sobre la propiedad (meses)			
02 Pago anticipado de intereses (por dia del al)			
03 Prima del seguro de hipoteca (meses)			
04 Prima del seguro de la vivienda (meses)			
05			
G. Pago inicial de la cuenta en depósito para impuestos y seguros de la vivienda			
01 Impuestos sobre la propiedad de por mes, durante meses 02 Seguro de hipoteca de por mes, durante meses			
03 Seguro de la vivienda de por mes, durante meses			
04			
05			
06			
07 08 Ajuste acumulado			
H. Otros			
01			
02			
03			
04			
05			
06			
07			
08		l	
I. TOTAL DE OTROS COSTOS (pagados por el deudor) Subtotales de otros costos (E + F + G + H)			
Subtotales de Ottos Costos (E + F + O + FI)	l	I	
J. TOTAL DE COSTOS DE CIERRE (pagados por el deudor)			
Subtotales de costos de cierre (D + I)			
Créditos del prestamista			

DECLARACIÓN DE CIERRE

PÁGINA 2 DE 5 • N.º DEL PRÉSTAMO

Liquidaciones y pagos utilizando el monto del PARA	MONTO
01	
02	
03	
04	
05	
06	
07	
08	
09	
10	
10	
11	
12	
13	
14	
15	

Utilice esta tabla para saber lo que ha cambiado en su Estimación de Préstamo. Cálculo del dinero en efectivo para el cierre Estimación del Préstamo Final ¿Esto cambió? Monto del préstamo Image: Control of the préstamo Image: Control of the préstamo Image: Control of the préstamo Total de costos de cierre (J) Image: Control of the préstamo Image: Control of the préstamo Image: Control of the préstamo Total de liquidaciones y pagos (K) Image: Control of the para Deudor Image: Control of the préstamo Image: Control of the préstamo Dinero en efectivo para el cierre Image: Del Deudor Image: Control of the para Deudor Costos de cierre financiados (pagados del monto del préstamo)

DECLARACIÓN DE CIERRE

PÁGINA 3 DE 5 • N.º DEL PRÉSTAMO

Declaraciones del préstamo

Amortización negativa (aumento del monto del préstamo) De acuerdo con los términos de su préstamo, usted

- debe realizar pagos mensuales programados que no incluyen todos los intereses adeudados para ese mes. Como consecuencia, el monto de su préstamo aumentará (amortización negativa) y posiblemente, será más alto que el monto original del préstamo. Los aumentos del monto de su préstamo disminuyen su participación en el patrimonio que usted tiene en este inmueble.
- puede tener pagos mensuales que no incluyan todos los intereses adeudados para ese mes. Si los tiene, el monto de su préstamo aumentará (amortización negativa) y, como consecuencia, puede ser más alto que el monto original del préstamo. Los aumentos del monto de su préstamo disminuyen su participación en el patrimonio que usted tiene en este inmueble.
- 🗌 no incluye una característica de amortización negativa.

Característica de demanda

Su préstamo

- incluye una característica de demanda, que le permite a su prestamista exigir el pago anticipado del préstamo. Debe revisar su pagaré para obtener detalles.
- 🗌 no íncluye una característica de demanda.

Intereses de garantía

Se le otorga un interés de garantía en _____

Usted puede perder esta propiedad si no cumple con sus pagos o con el resto de las obligaciones de este préstamo.

Pago atrasado

Si se retrasa en el pago de su impuesto sobre la propiedad, es posible que esté sujeto a las multas y penalidades por mora establecidas por su recaudador de impuestos sobre la propiedad

Pagos parciales

Si paga los impuestos sobre la propiedad directamente al recaudador de impuestos, comuníquese con él para saber cuál es la política de pagos parciales. Si tiene una hipoteca con una cuenta de depósito en garantía para sus impuestos sobre la propiedad, comuníquese con su administrador hipotecario para conocer la política de pagos parciales de la cuenta.

Venta de la propiedad

Si vende la propiedad, el comprador o su prestamista hipotecario pueden exigirle que pague el préstamo PACE como condición para la venta.

DECLARACIÓN DE CIERRE

PÁGINA 4 DE 5 + N.º DEL PRÉSTAMO

Declaraciones del préstamo

Amortización negativa (aumento del monto del préstamo) De acuerdo con los términos de su préstamo, usted

- debe realizar pagos mensuales programados que no incluyen todos los intereses adeudados para ese mes. Como consecuencia, el monto de su préstamo aumentará (amortización negativa) y posiblemente, será más alto que el monto original del préstamo. Los aumentos del monto de su préstamo disminuyen su participación en el patrimonio que usted tiene en este inmueble.
- puede tener pagos mensuales que no incluyan todos los intereses adeudados para ese mes. Si los tiene, el monto de su préstamo aumentará (amortización negativa) y, como consecuencia, puede ser más alto que el monto original del préstamo. Los aumentos del monto de su préstamo disminuyen su participación en el patrimonio que usted tiene en este inmueble.
- 🗌 no incluye una característica de amortización negativa.

Característica de demanda

Su préstamo

- incluye una característica de demanda, que le permite a su prestamista exigir el pago anticipado del préstamo. Debe revisar su pagaré para obtener detalles.
- 🗌 no incluye una característica de demanda.

Intereses de garantía

Se le otorga un interés de garantía en _____

Usted puede perder esta propiedad si no cumple con sus pagos o con el resto de las obligaciones de este préstamo.

Pago atrasado

Si se retrasa en el pago de su impuesto sobre la propiedad, es posible que esté sujeto a las multas y penalidades por mora establecidas por su recaudador de impuestos sobre la propiedad

Tabla de pagos ajustables	(PA)
¿Pago de interés solamente?	
¿Pagos opcionales?	
¿Pagos escalonados?	
¿Pagos estacionales?	
Pagos mensuales de capital e int	tereses
Primer cambio/Monto	
Cambios subsiguientes	
Pago máximo	

Pagos parciales

Si paga los impuestos sobre la propiedad directamente al recaudador de impuestos, comuníquese con él para saber cuál es la política de pagos parciales. Si tiene una hipoteca con una cuenta de depósito en garantía para sus impuestos sobre la propiedad, comuníquese con su administrador hipotecario para conocer la política de pagos parciales de la cuenta.

Venta de la propiedad

Si vende la propiedad, el comprador o su prestamista hipotecario pueden exigirle que pague el préstamo PACE como condición para la venta.

Tabla de tasa de interés ajustable (TIA)	
Índice + Margen	
Tasa de interés inicial	
Tasa de interés mínima/máxima	
Frecuencia de los cambios	
Primer cambio	
Cambios subsiguientes	
Límites de cambios en la tasa de interés	
Primer cambio	

Cambios subsiguientes

DECLARACIÓN DE CIERRE

PÁGINA 4 DE 5 • N.º DEL PRÉSTAMO

Declaraciones del préstamo

Amortización negativa (aumento del monto del préstamo) De acuerdo con los términos de su préstamo, usted

- debe realizar pagos mensuales programados que no incluyen todos los intereses adeudados para ese mes. Como consecuencia, el monto de su préstamo aumentará (amortización negativa) y posiblemente, será más alto que el monto original del préstamo. Los aumentos del monto de su préstamo disminuyen su participación en el patrimonio que usted tiene en este inmueble.
- puede tener pagos mensuales que no incluyan todos los intereses adeudados para ese mes. Si los tiene, el monto de su préstamo aumentará (amortización negativa) y, como consecuencia, puede ser más alto que el monto original del préstamo. Los aumentos del monto de su préstamo disminuyen su participación en el patrimonio que usted tiene en este inmueble.
- 🗌 no incluye una característica de amortización negativa.

Característica de demanda

Su préstamo

- incluye una característica de demanda, que le permite a su prestamista exigir el pago anticipado del préstamo. Debe revisar su pagaré para obtener detalles.
- 🗌 no íncluye una característica de demanda.

Intereses de garantía

Se le otorga un interés de garantía en _____

Usted puede perder esta propiedad si no cumple con sus pagos o con el resto de las obligaciones de este préstamo.

Pago atrasado

Si se retrasa en el pago de su impuesto sobre la propiedad, es posible que esté sujeto a las multas y penalidades por mora establecidas por su recaudador de impuestos sobre la propiedad

Tabla de pagos ajustables	(PA)
¿Pago de interés solamente?	
¿Pagos opcionales?	
¿Pagos escalonados?	
¿Pagos estacionales?	
Pagos mensuales de capital e in	tereses
Primer cambio/Monto	
Cambios subsiguientes	
Pago máximo	

Pagos parciales

Si paga los impuestos sobre la propiedad directamente al recaudador de impuestos, comuníquese con él para saber cuál es la política de pagos parciales. Si tiene una hipoteca con una cuenta de depósito en garantía para sus impuestos sobre la propiedad, comuníquese con su administrador hipotecario para conocer la política de pagos parciales de la cuenta.

Venta de la propiedad

Si vende la propiedad, el comprador o su prestamista hipotecario pueden exigirle que pague el préstamo PACE como condición para la venta.

DECLARACIÓN DE CIERRE

PÁGINA 4 DE 5 • N.º DEL PRÉSTAMO

Declaraciones del préstamo

Amortización negativa (aumento del monto del préstamo) De acuerdo con los términos de su préstamo, usted

- debe realizar pagos mensuales programados que no incluyen todos los intereses adeudados para ese mes. Como consecuencia, el monto de su préstamo aumentará (amortización negativa) y posiblemente, será más alto que el monto original del préstamo. Los aumentos del monto de su préstamo disminuyen su participación en el patrimonio que usted tiene en este inmueble.
- puede tener pagos mensuales que no incluyan todos los intereses adeudados para ese mes. Si los tiene, el monto de su préstamo aumentará (amortización negativa) y, como consecuencia, puede ser más alto que el monto original del préstamo. Los aumentos del monto de su préstamo disminuyen su participación en el patrimonio que usted tiene en este inmueble.
- 🗌 no incluye una característica de amortización negativa.

Característica de demanda

Su préstamo

- incluye una característica de demanda, que le permite a su prestamista exigir el pago anticipado del préstamo. Debe revisar su pagaré para obtener detalles.
- 🗌 no íncluye una característica de demanda.

Intereses de garantía

Se le otorga un interés de garantía en _____

Usted puede perder esta propiedad si no cumple con sus pagos o con el resto de las obligaciones de este préstamo.

Pago atrasado

Si se retrasa en el pago de su impuesto sobre la propiedad, es posible que esté sujeto a las multas y penalidades por mora establecidas por su recaudador de impuestos sobre la propiedad

Pagos parciales

Si paga los impuestos sobre la propiedad directamente al recaudador de impuestos, comuníquese con él para saber cuál es la política de pagos parciales. Si tiene una hipoteca con una cuenta de depósito en garantía para sus impuestos sobre la propiedad, comuníquese con su administrador hipotecario para conocer la política de pagos parciales de la cuenta.

Venta de la propiedad

Si vende la propiedad, el comprador o su prestamista hipotecario pueden exigirle que pague el préstamo PACE como condición para la venta.

Tabla de tasa de interés ajustable (TIA)	
Índice + Margen	
Tasa de interés inicial	
Tasa de interés mínima/máxima	
Frecuencia de los cambios	
Primer cambio	
Cambios subsiguientes	
Límites de cambios en la tasa de interés	
Primer cambio	
Cambios subsiguientes	

PÁGINA 4 DE 5 • N.º DEL PRÉSTAMO

Pagos totales. Total que habrá pagado después de haber hecho todos los pagos de capital, intereses, seguro hipotecario y costos del préstamo, según lo programado de la construcción programado. Cargo financiero. El monto en dólares que le costará el préstamo.

Monto financiado. El monto en dólares disponible después de que pague el cargo financiero inicial.

Tasa porcentual anual (APR). Sus costos durante el plazo del préstamo, expresados como una tasa. Esta no es su tasa de interés.

Total de intereses pagados (TIP). El monto total de los intereses que pagará durante el plazo del préstamo, como porcentaje del monto total del préstamo.



¿Tiene preguntas? Si tiene preguntas sobre los términos y costos del préstamo que se establecen en este formulario, utilice la información a continuación. Para obtener más información o para presentar un reclamo, comuníquese con la Oficina para la Protección Financiera del Consumidor en www.consumerfinance.gov/mortgage-closing

Otras declaraciones

Deducciones tributarias

Si adquiere una deuda mayor al valor de este inmueble, los intereses del monto del préstamo que sean superiores al valor real de mercado no se deducirán de sus impuestos federales sobre la renta. Debería consultar con un asesor fiscal para obtener más información.

Detalles del contrato

Consulte los documentos del contrato del préstamo PACE para obtener más información sobre: • ¿Qué sucede si no hace sus pagos?

- ¿Qué es un incumplimiento de pago del préstamo?
 Situaciones en que su prestamista puede exigirle que pague el préstamo por anticipado. · Las reglas para realizar pagos antes de la fecha estipulada.

Refinanciamiento

El refinanciamiento de este préstamo dependerá de su situación financiera futura, del valor de propiedad y de las condiciones del mercado. Es posible que no se le pueda réfinanciar este préstamo.

Responsabilidad después de la ejecución hipotecaria o venta de impuestos Si esta propiedad se vende a través de una ejecución hipotecaria o

una venta de impuestos y la venta no cubre el monto adeudado en la obligación de PACE, es posible que usted sea responsable de una parte del saldo no pagado según la ley estatal. Puede consultar a un abogado para obtener más información.

Valoración de la vivienda

Si la propiedad tuvo una valoración para su préstamo, su prestamista debe proporcionarle una copia sin costo adicional, al menos tres días antes del cierre. Si aún no la ha recibido, comuníquese con su presta-mista utilizando la información que se le brinda en la página 6.

	Prestamista	Corredor hipotecario	Agente a cargo de la operación de cierre	Compañía PACE
Nombre				
Dirección				_
N.º de NMLS				
N.º de licencia de				İ
Contacto				
ID. de contacto de NMLS				
ID. de contacto de licencia de				
Correo electrónico				
Teléfono				-

Confirmación de recepción

Al firmar, usted solo confirma que ha recibido este formulario. No es necesario que acepte este préstamo por el hecho de haber firmado o recibido este formulario.

Firma del solicitante

Fecha

Firma del cosolicitante

Fecha

DECLARACIÓN DE CIERRE

PÁGINA 5 DE 5 • N.º DEL PRÉSTAMO

Cálculos del préstamo	
Pagos totales. Total que habrá pagado después de haber hecho todos los pagos de capital, intereses, seguro hipotecario y costos del préstamo, según lo programado.	
Cargo financiero. El monto en dólares que le costará el préstamo.	
Monto financiado. El monto en dólares disponible después de que pague el cargo financiero inicial.	
Tasa porcentual anual (APR). Sus costos durante el plazo del préstamo, expresados como una tasa. Esta no es su tasa de interés.	
Total de intereses pagados (TIP). El monto total de los intereses que pagará durante el plazo del préstamo, como porcentaje del monto total del préstamo.	

Información de contacto

¿Tiene preguntas? Si tiene preguntas sobre los términos y costos del préstamo que se establecen en este formulario, utilice la información a continuación. Para obtener más información o para presentar un reclamo, comuníquese con la Oficina para la Protección Financiera del Consumidor en www.consumerfinance.gov/mortgage-closing

Otras declaraciones

Deducciones tributarias

Si adquiere una deuda mayor al valor de este inmueble, los intereses del monto del préstamo que sean superiores al valor real de mercado no se deducirán de sus impuestos federales sobre la renta. Debería consultar con un asesor fiscal para obtener más información.

Detalles del contrato

Consulte los documentos del contrato del préstamo PACE para obtener más información sobre: • ¿Qué sucede si no hace sus pagos?

- ¿Qué sucede si no nace sus pagos?
 ¿Qué es un incumplimiento de pago del préstamo?
 Situaciones en que su prestamista puede exigirle que pague el préstamo por anticipado.
 Las reglas para realizar pagos antes de la fecha estipulada.

Refinanciamiento

El refinanciamiento de este préstamo dependerá de su situación financiera futura, del valor de propiedad y de las condiciones del mercado. Es posible que no se le pueda refinanciar este préstamo.

Responsabilidad después de la ejecución hipotecaria o venta de impuestos Si esta propiedad se vende a través de una ejecución hipotecaria o

una venta de impuestos y la venta no cubre el monto adeudado en la obligación de PACE, es posible que usted sea responsable de una parte del saldo no pagado según la ley estatal. Puede consultar a un abogado para obtener más información.

	Prestamista	Corredor hipotecario	Agente a cargo de la operación de cierre	Compañía PACE
Nombre				
Dirección				
N.º de NMLS				
N.º de licencia de				
Contacto				
ID. de contacto de NMLS				
ID. de contacto de licencia de				
Correo electrónico				
Teléfono				

Confirmación de recepción

Al firmar, usted solo confirma que ha recibido este formulario. No es necesario que acepte este préstamo por el hecho de haber firmado o recibido este formulario.

Firma del solicitante

Fecha

Firma del cosolicitante

Fecha

DECLARACIÓN DE CIERRE

PÁGINA 5 DE 5 • N.º DEL PRÉSTAMO

Cálculos del préstamo

Pagos totales. Total que habrá pagado después de haber hecho todos los pagos de capital, intereses, seguro hipotecario y costos del préstamo, según lo programado de la construcción programado. Cargo financiero. El monto en dólares que le costará el préstamo.

Monto financiado. El monto en dólares disponible después de que pague el cargo financiero inicial.

Tasa porcentual anual (APR). Sus costos durante el plazo del préstamo, expresados como una tasa. Esta no es su tasa de interés.

Total de intereses pagados (TIP). El monto total de los intereses que pagará durante el plazo del préstamo, como porcentaje del monto total del préstamo.

> ¿Tiene preguntas? Si tiene preguntas sobre los términos y costos del préstamo que se establecen en este formulario, utilice la información a continuación. Para obtener más información o para presentar un reclamo, comuníquese con la Oficina para la Protección Financiera del Consumidor en www.consumerfinance.gov/mortgage-closing

Otras declaraciones

Aceptación del préstamo

No tiene que aceptar este préstamo por el hecho de haber recibido este formulario o firmado una aplicación para un préstamo.

Deducciones tributarias

Si adquiere una deuda mayor al valor de este inmueble, los intereses del monto del préstamo que sean superiores al valor real de mercado no se deducirán de sus impuestos federales sobre la renta. Debería consultar con un asesor fiscal para obtener más información.

Detalles del contrato

Consulte los documentos del contrato del préstamo PACE para obtener más información sobre:

- ¿Qué sucede si no hace sus pagos?
 ¿Qué es un incumplimiento de pago del préstamo?
 Situaciones en que su prestamista puede exigirle que pague el
- préstamo por anticipado. Las reglas para realizar pagos antes de la fecha estipulada.

Refinanciamiento

El refinanciamiento de este préstamo dependerá de su situación financiera futura, del valor de propiedad y de las condiciones del mercado. Es posible que no se le pueda refinanciar este préstamo.

Responsabilidad después de la ejecución hipotecaria o venta de impuestos

Si esta propiedad se vende a través de una ejecución hipotecaria o una venta de impuestos y la venta no cubre el monto adeudado en la obligación de PACE, es posible que usted sea responsable de una parte del saldo no pagado según la ley estatal. Puede consultar a un abogado para obtener más información.

Valoración de la vivienda

Si la propiedad tuvo una valoración para su préstamo, su prestamista debe proporcionarle una copia sin costo adicional, al menos tres días antes del cierre. Si aún no la ha recibido, comuníquese con su prestamista utilizando la información que se le brinda en la página 6.

Información de contacto				
	Prestamista	Corredor hipotecario	Agente a cargo de la operación de cierre	Compañía PACE
Nombre				
Dirección				
N.º de NMLS				_
N.º de licencia de				
Contacto				
ID. de contacto de NMLS				
ID. de contacto de licencia de				
Correo electrónico				
Teléfono				

DECLARACIÓN DE CIERRE

Cálculos del préstamo

Pagos totales. Total que habrá pagado después de haber hecho todos los pagos de capital, intereses, seguro hipotecario y costos del préstamo, según lo programado de la construcción programado.

Monto financiado. El monto en dólares disponible después de que pague el cargo financiero inicial.

Cargo financiero. El monto en dólares que le costará el préstamo.

Tasa porcentual anual (APR). Sus costos durante el plazo del préstamo, expresados como una tasa. Esta no es su tasa de interés.

Total de intereses pagados (TIP). El monto total de los intereses que pagará durante el plazo del préstamo, como porcentaje del monto total del préstamo.

> ¿Tiene preguntas? Si tiene preguntas sobre los términos y costos del préstamo que se establecen en este formulario, utilice la información a continuación. Para obtener más información o para presentar un reclamo, comuníquese con la Oficina para la Protección Financiera del Consumidor en www.consumerfinance.gov/mortgage-closing

Otras declaraciones

Aceptación del préstamo

No tiene que aceptar este préstamo por el hecho de haber recibido este formulario o firmado una aplicación para un préstamo.

Deducciones tributarias

Si adquiere una deuda mayor al valor de este inmueble, los intereses del monto del préstamo que sean superiores al valor real de mercado no se deducirán de sus impuestos federales sobre la renta. Debería consultar con un asesor fiscal para obtener más información.

Detalles del contrato

Consulte los documentos del contrato del préstamo PACE para obtener más información sobre:

- ¿Qué sucede si no hace sus pagos?
 ¿Qué es un incumplimiento de pago del préstamo?
 Situaciones en que su prestamista puede exigirle que pague el
- préstamo por anticipado. Las reglas para realizar pagos antes de la fecha estipulada.

Refinanciamiento

El refinanciamiento de este préstamo dependerá de su situación financiera futura, del valor de propiedad y de las condiciones del mercado. Es posible que no se le pueda refinanciar este préstamo.

Responsabilidad después de la ejecución hipotecaria o venta de impuestos

Si esta propiedad se vende a través de una ejecución hipotecaria o una venta de impuestos y la venta no cubre el monto adeudado en la obligación de PACE, es posible que usted sea responsable de una parte del saldo no pagado según la ley estatal. Puede consultar a un abogado para obtener más información.

Información de contacto				
	Prestamista	Corredor hipotecario	Agente a cargo de la operación de cierre	Compañía PACE
Nombre				
Dirección				
N.º de NMLS	-			
N.º de licencia de				
Contacto				
ID. de contacto de NMLS				
ID. de contacto de licencia de				
Correo electrónico				
Teléfono				

DECLARACIÓN DE CIERRE

PÁGINA 5 DE 5 • N.º DEL PRÉSTAMO

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Supplement I to Part 1026–Official Interpretations

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Section 1026.2—Definitions and Rules of Construction

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2(a)(14) Credit

1. *Exclusions*. The following situations are not considered credit for purposes of the regulation:

i. * * *

ii. <u>Involuntary</u> **T**<u>t</u>ax liens, <u>involuntary</u> tax assessments, court judgments, and court approvals of reaffirmation of debts in bankruptcy. However, third-party financing of such obligations (for example, a bank loan obtained to pay off a<u>n involuntary</u> tax lien) is credit for purposes of the regulation.

* * * * *

Section 1026.37—Content of disclosures for certain mortgage transactions (Loan Estimate).

* * * * *

37(p) PACE transactions.

<u>37(p)(5) Late payment.</u>

<u>1. For purposes of § 1026.37(p)(5), a charge is specific to the PACE transaction if</u> <u>the property tax collector does not impose the same charges for general property tax</u> <u>delinquencies.</u>

37(p)(7) Exceptions.

37(p)(7)(ii) PACE nomenclature.

1. Wherever § 1026.37 requires disclosure of the word "PACE" or form H–24(H) of appendix H uses the term "PACE," § 1026.37(p)(7)(ii) permits a creditor to substitute the name of a specific PACE financing program that will be recognizable to the consumer in lieu of the term "PACE." The name of a specific PACE financing program will not be recognizable to the consumer unless it is used consistently in financing documents for the PACE transaction and any marketing materials provided to the consumer. For example, if the name XYZ Financing is used in marketing materials and financing documents for the PACE transaction provided to the consumer, such that XYZ Financing will be recognizable to the consumer, the creditor may substitute the name XYZ Financing for PACE on the Loan Estimate.

Section 1026.38—Content of disclosures for certain mortgage transactions (Closing Disclosure).

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<u>38(u) – PACE transactions</u>

38(u)(9) Exceptions.

38(u)(9)(ii)(A) PACE nomenclature.

<u>1. Wherever § 1026.38 requires disclosure of the word "PACE" or form H–25(K)</u> of appendix H uses the term "PACE," § 1026.38(u)(9)(ii)(A) permits a creditor to substitute the name of a specific PACE financing program that will be recognizable to the consumer in lieu of the term "PACE." The name of a specific PACE financing program will not be recognizable to the consumer unless it is used consistently in

financing documents for the PACE transaction and any marketing materials provided to the consumer. For example, if the name XYZ Financing is used in marketing materials and financing documents provided to the consumer for the PACE transaction, such that XYZ Financing will be recognizable to the consumer, the creditor may substitute the name XYZ Financing for PACE on the Closing Disclosure.

* * * * *

Section 1026.43—Minimum standards for transactions secured by a dwelling

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43(b)(8) Mortgage-related obligations.

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2. *Property taxes*. Section 1026.43(b)(8) includes property taxes in the evaluation of mortgage-related obligations. Obligations that are related to the ownership or use of real property and paid to a taxing authority, whether on a monthly, quarterly, annual, or other basis, are property taxes for purposes of § 1026.43(b)(8). Section 1026.43(b)(8) includes obligations that are equivalent to property taxes, even if such obligations are not denominated as "taxes." For example, governments may establish or allow independent districts with the authority to impose levies on properties within the district to fund a special purpose, such as a local development bond district, water district, or other public purpose. These levies may be referred to as taxes, assessments, surcharges, or by some other name. For purposes of § 1026.43(b)(8), these are property taxes and are included in the determination of mortgage-related obligations. Any payments for pre-existing PACE transactions are considered property taxes for purposes of § 1026.43(b)(8).

* * * * *

<u>43(b)(14) PACE company.</u>

<u>1. Indicia of whether a person administers a PACE financing program for</u> purposes of § 1026.43(b)(14) include, for example, marketing PACE financing to consumers, developing or implementing policies and procedures for the origination process, being substantially involved in making a credit decision, or extending an offer to the consumer.

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43(c) Repayment ability.

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43(c)(2) Basis for determination.

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Paragraph 43(*c*)(*2*)(*iv*).

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<u>4. Knows or has reason to know—PACE transaction</u>. In addition to the guidance provided under comment <u>43(c)(2)(iv)-2</u>, a creditor originating a PACE transaction knows or has reason to know of any simultaneous loans that are PACE transactions if the transactions are included in any existing database or registry of PACE transactions that includes the geographic area in which the property is located and to which the creditor has access.

* * * * *

43(c)(3) Verification using third-party records.

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5. Verification of mortgage-related obligations. Creditors must make the repayment ability determination required under § 1026.43(c)(2) based on information verified from reasonably reliable records. For general guidance regarding verification see comments 43(c)(3)-1 and -2, which discuss verification using third-party records. With respect to the verification of mortgage-related obligations that are property taxes required to be considered under \S 1026.43(c)(2)(v), a record is reasonably reliable if the information in the record was provided by a governmental organization, such as a taxing authority or local government. The creditor complies with § 1026.43(c)(2)(v) by relying on property taxes referenced in the title report if the source of the property tax information was a local taxing authority. A creditor that knows or has reason to know that a consumer has an existing PACE transaction does not comply with § 1026.43(c)(2)(v) by relying on information provided by a governmental organization, either directly or indirectly, if the information provided does not reflect the PACE transaction. With respect to other information in a record provided by an entity assessing charges, such as a homeowners association, the creditor complies with § 1026.43(c)(2)(v) if it relies on homeowners association billing statements provided by the seller. Records are also reasonably reliable if the information in the record was obtained from a valid and legally executed contract. For example, the creditor complies with § 1026.43(c)(2)(v) by relying on the amount of monthly ground rent referenced in the ground rent agreement currently in effect and applicable to the subject property. Records, other than those discussed above, may be reasonably reliable for purposes of § 1026.43(c)(2)(v) if the source provided the information objectively.

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Appendix H – Closed-End Forms and Clauses

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30. *Standard Loan Estimate and Closing Disclosure forms*. Forms H–24(A) through (GH), H–25(A) through (JK), and H–28(A) through (JL) are model forms for the disclosures required under §§ 1026.37 and 1026.38. However, pursuant to §§ 1026.37(o)(3) and 1026.38(t)(3), for federally related mortgage loans forms H–24(A) through (GH) and H–25(A) through (JK) are standard forms required to be used for the disclosures required under §§ 1026.37 and 1026.38, respectively.

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