

**Equal Credit Opportunity Act**

We are currently processing your loan application package. You are hereby provided with the following "Equal Credit Opportunity Act" (E.C.O.A.) Notice as required under section 202.4(d), 12 C.F.R.

The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, national origin, religion, age, sex, marital status, or whether all or part of the applicants income is derived from any public assistance program, or if the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law concerning **Progressive Loan Funding** is the Federal Trade Commission, 11000 Wilshire Boulevard, Los Angeles, California 90024.

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

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

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
2. Race, color, religion, sex, marital status, national origin or ancestry.

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

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

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

Department of Real Estate  
107 South Broadway, Room 8107  
Los Angeles, CA 90012  
(213) 620-5903

or

Department of Real Estate  
185 Berry Street, Room 5816  
San Francisco, CA 94107  
(415) 577-3935

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**Occupancy Certification**

I/We  do intend  do not intend to occupy this property located at \_\_\_\_\_ Address

As my/our principal residence I/we fully understand that it is a federal crime punishable by fine or imprisonment or both to make any statement known to be false concerning the above response as applicable under the provision of Title 18, U.S. Code 1014. Please be advised that if my loan is approved and this statement applies, I intend to occupy the above property as my primary residence within thirty days of the close of escrow.

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**Financial Privacy**

I/We acknowledge that this notice to me/us as required by the right to financial privacy act of 1978 that the Veterans Administration (in the case of a VA loan) or Department of Housing and Urban Development (in the case of an FHA loan) has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to me/us. Financial records involving your transactions will be available to (VA or FHA) without further notice or authorization but will not be disclosed or released to another government agency or department without your consent except as required or permitted by law.

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**Commitment to Rates, Fees and Terms of the Mortgage Loan**

Borrower agrees and acknowledges that this application in no way commits the lender to make a mortgage loan to the borrower unless the lender specifically commits in writing. This mortgage loan is subject to several conditions which include but are not limited to, verification of the borrower's ability to qualify for the mortgage loan, the quality and value of the property, and the general credit-worthiness of the borrower which are all to be determined in the lender's sole opinion.

It is hereby further acknowledged that any oral representation by the lender or its employees to the borrower with respect to interest rates, loan fees, or terms of the mortgage loan is not a firm commitment. A firm commitment must be given to the borrower in writing. Any document which states that the interest rates, loan fees, or terms of the mortgage loan are estimates, and does not constitute a firm commitment.

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**Quality Control Authorization**

**Progressive Loan Funding** is looking forward to serving your needs regarding your loan request. To comply with all government, conventional and investor regulations, we maintain a quality control system whereby, on a random basis, loans are selected for review after the mortgage is made. The system also enables us to give you the most ethical, timely and courteous service possible. In the event your loan should be selected for review, your signature below authorizes us to verify the necessary documentation. Thank you for your help and cooperation in this matter.

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**Credit Report and Appraisal Fee**

The borrower hereby authorizes an investigation by a credit bureau designated by the lender. The borrower hereby authorizes an appraisal to be performed on the property by an appraiser designated by the lender. The borrower hereby agrees to pay upon demand all charges incurred for such credit reports and appraisal fees by the lender.

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**I/We have read the above notifications and acknowledge receipt of a copy.**

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Borrower Signature

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Date

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Borrower Signature

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Date

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