

**TRUTH-IN-LENDING DISCLOSURE**  
For Personal-Use Loans Secured by Real Estate

**NOTE:** This financing disclosure is mandated for use by lenders originating real estate secured loans when the loan proceeds are used primarily to purchase real estate or personal property for personal, family or household use and the lender made more than five personal-use loans in the previous calendar year or this year.

A separate good faith estimate of settlement costs must be made prior to or concurrent with this disclosure. [See **ft** Form 204]

The signing of the loan agreement by the Borrower may take place no sooner than the seventh day after the disclosures are delivered.

**DATE:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

Prepared by \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

*Items left blank or unchecked are not applicable.*

**FACTS:**

Lender identification \_\_\_\_\_

Borrower identification \_\_\_\_\_

Loan Broker identification \_\_\_\_\_

Account or application number \_\_\_\_\_

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b> (see §3.3)	<b>AMOUNT FINANCED</b> (see §2.3)	<b>TOTAL OF PAYMENTS</b> (see §4.1)
The annual percentage rate of the charges on this financing is  _____%	The total dollar amount of the financing charges over the life of this financing is  \$ _____	The amount of funds or credit disbursed to you or on your behalf is  \$ _____	The amount you will have paid if you make all payments as scheduled is  \$ _____

**1. LOAN AMOUNT:**

The **principal amount** of this personal-use loan is the amount of ..... \$ \_\_\_\_\_

**2. AMOUNT FINANCED:**

2.1 Advances by the lender in addition to the principal amount of the loan . . . . (+)\$ \_\_\_\_\_

2.2 Prepaid finance charges received by Lender (see good faith estimate for origination fee, discount and prepaid interest) . . . . . (-)\$ \_\_\_\_\_

2.3 Total amount financed (lines 1 and 2.1 less 2.2) . . . . . (=)\$ \_\_\_\_\_

**3. FINANCE CHARGES:**

3.1 Interest payments scheduled (line 5.1 less line 1) . . . . . \$ \_\_\_\_\_

3.2 Prepaid finance charges received by Lender (line 2.2) . . . . . (-)\$ \_\_\_\_\_

3.3 TOTAL finance charges (line 3.1 less 3.2) . . . . . (=)\$ \_\_\_\_\_

**4. INTEREST RATE:**

The type of interest rate featured in the loan is:

4.1  a fixed rate of interest for the life of the loan.

4.2  an adjustable rate of interest which will vary during the life of the loan as disclosed in a separate statement.

**5. PAYMENTS:**

5.1 Total dollar amount of all scheduled payments \$ \_\_\_\_\_.

5.2 Principal and interest is payable in a total of \_\_\_\_\_ installments, each in the amount of \$ \_\_\_\_\_, on the \_\_\_\_\_ day of each \_\_\_\_\_ month, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, when the principal is due and payable.

5.3 A final/balloon payment of \$ \_\_\_\_\_ is due on \_\_\_\_\_, 20\_\_\_\_.

- 5.4 A late charge of \$ \_\_\_\_\_, or \_\_\_\_\_% of the delinquent principal and interest will be charged after a \_\_\_\_\_ day grace period.
- 5.5 If you pay off this financing early,
  - a. You  have, or  have not, agreed to pay a penalty.
  - b. You  have, or  do not have, the right to a rebate of finance charges.
- 5.6 This loan  does, or  does not, include a call feature allowing Lender to call the loan except on a default in payments or trust deed lien provisions.

**6. REAL ESTATE SECURITY INTEREST:**

The loan will be secured by a trust deed lien in favor of Lender on Borrower's:

- 6.1  principal residence, or  other real estate;
- 6.2  owned, or  to be acquired, by Borrower;
- 6.3 located at \_\_\_\_\_.
- 6.4 Property damage and liability insurance to be purchased by Borrower.
  - a. If purchased through Broker or Lender, the cost appears on the separate good faith estimate settlement costs.
  - b. Borrower may choose the insurer.
- 6.5 See the Lender's financing documents, note and trust deed for any additional information about nonpayment, default, prepayment rebates and penalties, security interests and loan assumption policy.
- 6.6 **Loan Assumption:** If this financing is used to purchase real estate described in §6.3, a subsequent buyer of the real estate:
  - a.  may assume the loan on its original terms subject to a creditworthiness clearance and an assumption fee.
  - b.  may assume the loan subject to modification of its loan terms, creditworthiness and an assumption fee.
  - c.  may not assume the loan.

**7. INSURANCE:**

Credit life and disability insurance are not required to obtain this financing.

**8. NOTICE TO BORROWER:**

**You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.**

**Borrower acknowledges receipt of a copy of this disclosure statement.**

Date: \_\_\_\_\_, 20\_\_\_\_\_

Borrower's Signature: \_\_\_\_\_

Borrower's Signature: \_\_\_\_\_