

12 CFR part 1026

Advertising, Consumer protection, Credit, Credit unions, Mortgages, National banks, Recordkeeping and recordkeeping requirements, Reporting, Savings associations, Truth in lending.

Authority and Issuance

For the reasons set forth in the preamble, the Bureau amends 12 CFR parts 1024 and 1026, as set forth below:

PART 1024—REAL ESTATE SETTLEMENT PROCEDURES ACT (REGULATION X)

1. The authority citation for part 1024 continues to read as follows:

Authority: 12 U.S.C. 2603-2605, 2607, 2609, 2617, 5512, 5532, 5581.

Subpart A—General

2. Section 1024.5 is amended by revising paragraph (a), removing and reserving paragraph (b)(1), and adding paragraph (d), to read as follows:

§ 1024.5 Coverage of RESPA.

(a) *Applicability.* RESPA and this part apply to federally related mortgage loans, except as provided in paragraphs (b) and (d) of this section.

(b) *Exemptions.* (1) [Reserved]

* * * * *

(d) *Partial exemptions for certain mortgage loans.* Sections 1024.6, 1024.7, 1024.8, 1024.10, and 1024.21(b) and (c) do not apply to a federally related mortgage loan:

(1) That is subject to the special disclosure requirements for certain consumer credit transactions secured by real property set forth in Regulation Z, 12 CFR 1026.19(e), (f) and (g);
or

(2) That satisfies the criteria in Regulation Z, 12 CFR 1026.3(h).

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Subpart C—Mortgage Servicing

3. Section 1024.30 is amended by revising paragraph (c)(1) to read as follows:

§ 1024.30 Scope.

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(c) *Scope of certain sections.* (1) Section 1024.33(a) only applies to reverse mortgage transactions.

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4. Section 1024.33 is amended by revising paragraph (a) to read as follows:

§ 1024.33 Mortgage servicing transfers.

(a) *Servicing disclosure statement.* Within three days (excluding legal public holidays, Saturdays, and Sundays) after a person applies for a reverse mortgage transaction, the lender, mortgage broker who anticipates using table funding, or dealer in a first-lien dealer loan shall provide to the person a servicing disclosure statement that states whether the servicing of the mortgage loan may be assigned, sold, or transferred to any other person at any time. Appendix MS-1 of this part contains a model form for the disclosures required under this paragraph (a). If a person who applies for a reverse mortgage transaction is denied credit within the three-day period, a servicing disclosure statement is not required to be delivered.

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5. In Appendix A to part 1024:

A. Under the heading LINE ITEM INSTRUCTIONS, *Section J. Summary of Borrower's Transaction*, Line 102, the third sentence is amended by capitalizing “State” wherever it appears.

B. Under the heading LINE ITEM INSTRUCTIONS, *Section J. Summary of Borrower's Transaction*, paragraph 6 containing instructions for Line 202 is amended by adding at the end of the paragraph "For reverse mortgage transactions, the amount disclosed on Line 202 is the initial principal limit."

C. Under the heading LINE ITEM INSTRUCTIONS, *Section J. Summary of Borrower's Transaction*, paragraph 7 containing instructions for Lines 204-209, is amended by adding at the end of the paragraph "For reverse mortgages, the amount of any initial draw at settlement is disclosed on Line 204."

D. Under the heading LINE ITEM INSTRUCTIONS, the heading *Section L. Settlement Charges* is amended by adding a period after "*Charges.*"

E. Under the heading LINE ITEM INSTRUCTIONS, *Section L. Settlement Charges*, sentence three of paragraph 22 containing instructions for Line 1000-1007 is amended by removing "'escrow', and impound', " and adding in its place "'escrow,' and 'impound,'".

F. Under the heading LINE ITEM INSTRUCTIONS, *Comparison of Good Faith Estimate (GFE) and HUD-1/1A Charges*, the last sentence of paragraph 1 is amended by removing "'Charges that Cannot Increase', 'Charges that Cannot Increase More Than 10%', and 'Charges that Can Change', " and adding in its place "'Charges that Cannot Increase,' 'Charges that Cannot Increase More Than 10%,' and 'Charges that Can Change,'".

G. Under the heading LINE ITEM INSTRUCTIONS, *Comparison of Good Faith Estimate (GFE) and HUD-1/1A Charges*, the first sentence of paragraph 2 is amended by removing "'Charges that Cannot Increase'." and adding in its place "'Charges that Cannot Increase.'".

H. Under the heading, *Comparison of Good Faith Estimate (GFE) and HUD-1/1A Charges*, the first sentence of paragraph 3 is amended by removing "'Charges That Cannot

Increase More Than 10%’.” and adding in its place “‘Charges That Cannot Increase More Than 10%.’”.

I. Under the heading, *Comparison of Good Faith Estimate (GFE) and HUD-1/1A Charges*, the first sentence of paragraph 5 is amended by removing “‘Charges That Can Change’.” adding in its place “‘Charges That Can Change.’”.

J. Revise the paragraphs under the heading LOAN TERMS.

The revision reads as follow:

APPENDIX A TO PART 1024—INSTRUCTIONS FOR COMPLETING HUD-1 AND HUD-1A SETTLEMENT STATEMENTS; SAMPLE HUD-1 AND HUD-1A STATEMENTS

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Loan Terms

This section must be completed in accordance with the information and instructions provided by the lender. The lender must provide this information in a format that permits the settlement agent to simply enter the necessary information in the appropriate spaces, without the settlement agent having to refer to the loan documents themselves. For reverse mortgages, the initial monthly amount owed for principal, interest, and any mortgage insurance must read “N/A” and the loan term is disclosed as “N/A” when the loan term is conditioned upon the occurrence of a specified event, such as the death of the borrower or the borrower no longer occupying the property for a certain period of time. Additionally, for reverse mortgages the question “Even if you make payments on time, can your loan balance rise?” must be answered as “Yes” and the maximum amount disclosed as “Unknown.”

For reverse mortgages that establish an arrangement for the payment of property taxes, homeowner’s insurance, or other recurring charges through draws from the principal limit, the

second box in the “Total monthly amount owed including escrow payments” section must be checked. The blank following the first \$ must be completed with “0” and an asterisk, and all items that will be paid using draws from the principal limit, such as for property taxes, must also be indicated. An asterisk must also be placed in this section with the following statement: “Paid by or through draws from the principal limit.” Reverse mortgage transactions are not considered to be balloon transactions for the purposes of the loan terms disclosed on page 3 of the HUD-1.

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6. Appendix B to part 1024 is amended by revising paragraph 12 to read as follows:

APPENDIX B TO PART 1024—ILLUSTRATIONS OF REQUIREMENTS OF RESPA

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12. *Facts.* A is a mortgage broker who provides origination services to submit a loan to a lender for approval. The mortgage broker charges the borrower a uniform fee for the total origination services, as well as a direct up-front charge for reimbursement of credit reporting, appraisal services, or similar charges.

Comment. The mortgage broker’s fee must be reflected in the Good Faith Estimate and on the HUD-1 Settlement Statement. Other charges which are paid for by the borrower and paid in advance are listed as P.O.C. on the HUD-1 Settlement Statement, and reflect the actual provider charge for such services.

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7. In Appendix C to part 1024:

A. The second sentence of the first paragraph following the Appendix heading is amended by capitalizing “Appendix” where it appears.

B. Revise the paragraphs under SPECIFIC INSTRUCTIONS, *Summary of your loan*.

C. Under the heading SPECIFIC INSTRUCTIONS, *Escrow account information*, the paragraph is amended by adding at the end of the paragraph “For reverse mortgage transactions where the lender will establish an arrangement to pay for such items as property taxes and homeowner’s insurance through draws from the principal limit, the loan originator must indicate that an escrow account is included and the amount shown in this section must be disclosed as ‘N/A.’”.

D. Under the heading SPECIFIC INSTRUCTIONS, *Your Adjusted Origination Charges*, Block 2, *Your credit or charge (points) for the specific interest rate chosen*, paragraph 3 is amended by removing the last sentence “If there is no net payment (*i.e.*, the credit or charge for the specific interest rate chosen is zero), the mortgage broker must insert ‘0’ in Block 2 and may check either the box indicating there is a credit of ‘0’ or the box indicating there is a charge of ‘0’.” and replacing it with “If there is no net payment (*i.e.*, the credit or charge for the specific interest rate chosen is zero), the mortgage broker must insert ‘0’ in Block 2 and may check either the box indicating there is a credit of ‘0’ or the box indicating there is a charge of ‘0.’”.

E. Under the heading SPECIFIC INSTRUCTIONS *Your Adjusted Origination Charges*, Block 7, *Government recording charge*, the first sentence is amended by capitalizing “State” where it appears.

F. Under the heading SPECIFIC INSTRUCTIONS, *Your Adjusted Origination Charges*, Block 8, *Transfer taxes*, the first sentence is amended by capitalizing “State” where it appears.

The revisions read as follows:

**APPENDIX C TO PART 1024—INSTRUCTIONS FOR COMPLETING GOOD FAITH
ESTIMATE (GFE) FORM**

* * * * *

“Summary of your loan.”—In this section, for all loans the loan originator must fill in, where indicated:

- (i) The initial loan amount;
- (ii) The loan term; and
- (iii) The initial interest rate.

For reverse mortgage transactions:

(i) The initial loan amount disclosed on the GFE is the amount of the initial principal limit of the loan;

(ii) The loan term is disclosed as “N/A” when the loan term is conditioned upon the occurrence of a specified event, such as the death of the borrower or the borrower no longer occupying the property for a certain period of time; and

(iii) The initial interest rate is the interest rate indicated on the legal obligation.

The loan originator must fill in the initial monthly amount owed for principal, interest, and any mortgage insurance. The amount shown must be the greater of: (1) The required monthly payment for principal and interest for the first regularly scheduled payment, plus any monthly mortgage insurance payment; or (2) the accrued interest for the first regularly scheduled payment, plus any monthly mortgage insurance payment. For reverse mortgage transactions where there are no regular payment periods, the loan originator must disclose “Not Applicable” or “N/A” for the initial monthly amount owed for principal, interest, and any mortgage insurance.

The loan originator must indicate whether the interest rate can rise, and, if it can, must insert the maximum rate to which it can rise over the life of the loan. The loan originator must also indicate the period of time after which the interest rate can first change.

The loan originator must indicate whether the loan balance can rise even if the borrower makes payments on time, for example in the case of a loan with negative amortization. If it can, the loan originator must insert the maximum amount to which the loan balance can rise over the life of the loan. For Federal, State, local, or tribal housing programs that provide payment assistance, any repayment of such program assistance should be excluded from consideration in completing this item. If the loan balance will increase only because escrow items are being paid through the loan balance, the loan originator is not required to check the box indicating that the loan balance can rise. For reverse mortgage transactions, the loan originator must indicate that the loan balance can rise even if the borrower makes payments on time and the maximum amount to which the loan balance can rise must be disclosed as “Unknown.”

The loan originator must indicate whether the monthly amount owed for principal, interest, and any mortgage insurance can rise even if the borrower makes payments on time. If the monthly amount owed can rise even if the borrower makes payments on time, the loan originator must indicate the period of time after which the monthly amount owed can first change, the maximum amount to which the monthly amount owed can rise at the time of the first change, and the maximum amount to which the monthly amount owed can rise over the life of the loan. The amount used for the monthly amount owed must be the greater of: (1) The required monthly payment for principal and interest for that month, plus any monthly mortgage insurance payment; or (2) the accrued interest for that month, plus any monthly mortgage insurance payment. For reverse mortgage transactions, the loan originator must disclose that the monthly amount owed for principal, interest, and any mortgage insurance cannot rise.

The loan originator must indicate whether the loan includes a prepayment penalty, and, if so, the maximum amount that it could be.

The loan originator must indicate whether the loan requires a balloon payment and, if so, the amount of the payment and in how many years it will be due. Reverse mortgage transactions are not considered to be balloon transactions for the purposes of this disclosure on the GFE.

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PART 1026—TRUTH IN LENDING (REGULATION Z)

8. The authority citation for part 1026 continues to read as follows:

Authority: 12 U.S.C. 2601, 2603-2605, 2607, 2609, 2617, 5511, 5512, 5532, 5581; 15 U.S.C. 1601 *et seq.*

Subpart A—General

9. Section 1026.1 is amended by revising paragraphs (b), (c)(5), (d)(5), and (e) to read as follows:

§ 1026.1 Authority, purpose, coverage, organization, enforcement, and liability.

* * * * *

(b) *Purpose.* The purpose of this part is to promote the informed use of consumer credit by requiring disclosures about its terms and cost, to ensure that consumers are provided with greater and more timely information on the nature and costs of the residential real estate settlement process, and to effect certain changes in the settlement process for residential real estate that will result in more effective advance disclosure to home buyers and sellers of settlement costs. The regulation also includes substantive protections. It gives consumers the right to cancel certain credit transactions that involve a lien on a consumer's principal dwelling, regulates certain credit card practices, and provides a means for fair and timely resolution of credit billing disputes. The regulation does not generally govern charges for consumer credit, except that several provisions in subpart G set forth special rules addressing certain charges applicable to credit card accounts under an open-end (not home-secured) consumer credit plan.

The regulation requires a maximum interest rate to be stated in variable-rate contracts secured by the consumer's dwelling. It also imposes limitations on home-equity plans that are subject to the requirements of § 1026.40 and mortgages that are subject to the requirements of § 1026.32. The regulation prohibits certain acts or practices in connection with credit secured by a dwelling in § 1026.36, and credit secured by a consumer's principal dwelling in § 1026.35. The regulation also regulates certain practices of creditors who extend private education loans as defined in § 1026.46(b)(5). In addition, it imposes certain limitations on increases in costs for mortgage transactions subject to § 1026.19(e) and (f).

*(c) Coverage. * * **

(5) Except in transactions subject to § 1026.19(e) and (f), no person is required to provide the disclosures required by sections 128(a)(16) through (19), 128(b)(4), 129C(f)(1), 129C(g)(2) and (3), 129D(h), or 129D(j)(1)(A) of the Truth in Lending Act, section 4(c) of the Real Estate Settlement Procedures Act, or the disclosure required prior to settlement by section 129C(h) of the Truth in Lending Act. Except in transactions subject to § 1026.20(e), no person is required to provide the disclosure required by section 129D(j)(1)(B) of the Truth in Lending Act. Except in transactions subject to § 1026.39(d)(5), no person becoming a creditor with respect to an existing residential mortgage loan is required to provide the disclosure required by section 129C(h) of the Truth in Lending Act.

*(d) Organization. * * **

(5) Subpart E contains special rules for mortgage transactions. Section 1026.32 requires certain disclosures and provides limitations for closed-end credit transactions and open-end credit plans that have rates or fees above specified amounts or certain prepayment penalties. Section 1026.33 requires special disclosures, including the total annual loan cost rate, for reverse

mortgage transactions. Section 1026.34 prohibits specific acts and practices in connection with high-cost mortgages, as defined in § 1026.32(a). Section 1026.35 prohibits specific acts and practices in connection with closed-end higher-priced mortgage loans, as defined in § 1026.35(a). Section 1026.36 prohibits specific acts and practices in connection with an extension of credit secured by a dwelling. Sections 1026.37 and 1026.38 set forth special disclosure requirements for certain closed-end transactions secured by real property, as required by § 1026.19(e) and (f).

* * * * *

(e) *Enforcement and liability.* Section 108 of the Truth in Lending Act contains the administrative enforcement provisions for that Act. Sections 112, 113, 130, 131, and 134 contain provisions relating to liability for failure to comply with the requirements of the Truth in Lending Act and the regulation. Section 1204(c) of title XII of the Competitive Equality Banking Act of 1987, Pub. L. 100-86, 101 Stat. 552, incorporates by reference administrative enforcement and civil liability provisions of sections 108 and 130 of the Truth in Lending Act. Section 19 of the Real Estate Settlement Procedures Act contains the administrative enforcement provisions for that Act.

10. Section 1026.2 is amended by revising paragraphs (a)(3), (a)(6), and (a)(25) to read as follows:

§ 1026.2 Definitions and rules of construction.

(a) *Definitions.* For purposes of this part, the following definitions apply:

* * * * *

(3)(i) *Application* means the submission of a consumer's financial information for the purposes of obtaining an extension of credit.

(ii) For transactions subject to § 1026.19(e), (f), or (g) of this part, an application consists of the submission of the consumer's name, the consumer's income, the consumer's social security number to obtain a credit report, the property address, an estimate of the value of the property, and the mortgage loan amount sought.

* * * * *

(6) *Business day* means a day on which the creditor's offices are open to the public for carrying on substantially all of its business functions. However, for purposes of rescission under §§ 1026.15 and 1026.23, and for purposes of §§ 1026.19(a)(1)(ii), 1026.19(a)(2), 1026.19(e)(1)(iii)(B), 1026.19(e)(1)(iv), 1026.19(e)(2)(i)(A), 1026.19(e)(4)(ii), 1026.19(f)(1)(ii), 1026.19(f)(1)(iii), 1026.20(e)(5), 1026.31, and 1026.46(d)(4), the term means all calendar days except Sundays and the legal public holidays specified in 5 U.S.C. 6103(a), such as New Year's Day, the Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

* * * * *

(25) *Security interest* means an interest in property that secures performance of a consumer credit obligation and that is recognized by State or Federal law. It does not include incidental interests such as interests in proceeds, accessions, additions, fixtures, insurance proceeds (whether or not the creditor is a loss payee or beneficiary), premium rebates, or interests in after-acquired property. For purposes of disclosures under §§ 1026.6, 1026.18, 1026.19(e) and (f), and 1026.38(l)(6), the term does not include an interest that arises solely by operation of law. However, for purposes of the right of rescission under §§ 1026.15 and 1026.23, the term does include interests that arise solely by operation of law.

11. Section 1026.3 is amended by revising the introductory text and adding new paragraph (h) to read as follows:

§ 1026.3 Exempt transactions.

The following transactions are not subject to this part or, if the exemption is limited to specified provisions of this part, are not subject to those provisions:

* * * * *

(h) *Partial exemption for certain mortgage loans.* The special disclosure requirements in § 1026.19(e), (f), and (g) do not apply to a transaction that satisfies all of the following criteria:

- (1) The transaction is secured by a subordinate lien;
- (2) The transaction is for the purpose of:
 - (i) Downpayment, closing costs, or other similar home buyer assistance, such as principal or interest subsidies;
 - (ii) Property rehabilitation assistance;
 - (iii) Energy efficiency assistance; or
 - (iv) Foreclosure avoidance or prevention;
- (3) The credit contract does not require the payment of interest;
- (4) The credit contract provides that repayment of the amount of credit extended is:
 - (i) Forgiven either incrementally or in whole, at a date certain, and subject only to specified ownership and occupancy conditions, such as a requirement that the consumer maintain the property as the consumer's principal dwelling for five years;
 - (ii) Deferred for a minimum of 20 years after consummation of the transaction;
 - (iii) Deferred until sale of the property securing the transaction; or
 - (iv) Deferred until the property securing the transaction is no longer the principal

dwelling of the consumer;

(5) The total of costs payable by the consumer in connection with the transaction at consummation is less than one percent of the amount of credit extended and includes no charges other than:

(i) Fees for recordation of security instruments, deeds, and similar documents;

(ii) A bona fide and reasonable application fee; and

(iii) A bona fide and reasonable fee for housing counseling services; and

(6) The creditor complies with all other applicable requirements of this part in connection with the transaction, including without limitation the disclosures required by § 1026.18.

Subpart C—Closed End Credit

12. Section 1026.17 is amended by adding introductory text to paragraph (a) and revising paragraphs (b), (f) introductory text, (g) introductory text, and (h) introductory text to read as follows:

§ 1026.17 General disclosure requirements.

(a) *Form of disclosures.* Except for the disclosures required by § 1026.19(e), (f), and (g):

* * * * *

(b) *Time of disclosures.* The creditor shall make disclosures before consummation of the transaction. In certain residential mortgage transactions, special timing requirements are set forth in § 1026.19(a). In certain variable-rate transactions, special timing requirements for variable-rate disclosures are set forth in § 1026.19(b) and § 1026.20(c) and (d). For private education loan disclosures made in compliance with § 1026.47, special timing requirements are set forth in § 1026.46(d). In certain transactions involving mail or telephone orders or a series of sales, the timing of disclosures may be delayed in accordance with paragraphs (g) and (h) of this

section. This paragraph (b) does not apply to the disclosures required by § 1026.19(e), (f), and (g) and § 1026.20(e).

* * * * *

(f) *Early disclosures.* Except for private education loan disclosures made in compliance with § 1026.47, if disclosures required by this subpart are given before the date of consummation of a transaction and a subsequent event makes them inaccurate, the creditor shall disclose before consummation (subject to the provisions of § 1026.19(a)(2), (e), and (f)):

* * * * *

(g) *Mail or telephone orders—delay in disclosures.* Except for private education loan disclosures made in compliance with § 1026.47 and mortgage disclosures made in compliance with § 1026.19(a) or (e), (f), and (g), if a creditor receives a purchase order or a request for an extension of credit by mail, telephone, or facsimile machine without face-to-face or direct telephone solicitation, the creditor may delay the disclosures until the due date of the first payment, if the following information for representative amounts or ranges of credit is made available in written form or in electronic form to the consumer or to the public before the actual purchase order or request:

* * * * *

(h) *Series of sales—delay in disclosures.* Except for mortgage disclosures made in compliance with § 1026.19(a) or (e), (f), and (g), if a credit sale is one of a series made under an agreement providing that subsequent sales may be added to an outstanding balance, the creditor may delay the required disclosures until the due date of the first payment for the current sale, if the following two conditions are met:

* * * * *

13. Section 1026.18 is amended by revising the introductory text and paragraphs (k)(1) and (k)(2), (s) introductory text, (s)(3)(i)(C), and (t)(1) to read as follows:

§ 1026.18 Content of disclosures.

For each transaction other than a mortgage transaction subject to § 1026.19(e) and (f), the creditor shall disclose the following information as applicable:

* * * * *

(k) *Prepayment.* (1) When an obligation includes a finance charge computed from time to time by application of a rate to the unpaid principal balance, a statement indicating whether or not a charge may be imposed for paying all or part of a loan's principal balance before the date on which the principal is due.

(2) When an obligation includes a finance charge other than the finance charge described in paragraph (k)(1) of this section, a statement indicating whether or not the consumer is entitled to a rebate of any finance charge if the obligation is prepaid in full or in part.

* * * * *

(s) *Interest rate and payment summary for mortgage transactions.* For a closed-end transaction secured by real property or a dwelling, other than a transaction that is subject to § 1026.19(e) and (f), the creditor shall disclose the following information about the interest rate and payments:

* * * * *

(3) *Payments for amortizing loans.* (i) *Principal and interest payments.* * * *

(C) If an escrow account will be established, an estimate of the amount of taxes and insurance, including any mortgage insurance or any functional equivalent, payable with each periodic payment; and

* * * * *

(t) *“No-guarantee-to-refinance” statement.* (1) *Disclosure.* For a closed-end transaction secured by real property or a dwelling, other than a transaction that is subject to § 1026.19(e) and (f), the creditor shall disclose a statement that there is no guarantee the consumer can refinance the transaction to lower the interest rate or periodic payments.

* * * * *

14. Section 1026.19 is amended by revising paragraph (a)(1)(i) and (ii), removing paragraph (a)(5), and adding new paragraphs (e), (f), and (g), to read as follows:

§ 1026.19 Certain mortgage and variable-rate transactions.

(a) *Reverse mortgage transactions subject to RESPA.* (1)(i) *Time of disclosures.* In a reverse mortgage transaction subject to both § 1026.33 and the Real Estate Settlement Procedures Act (12 U.S.C. 2601 *et seq.*) that is secured by the consumer’s dwelling, the creditor shall provide the consumer with good faith estimates of the disclosures required by § 1026.18 and shall deliver or place them in the mail not later than the third business day after the creditor receives the consumer’s written application.

(ii) *Imposition of fees.* Except as provided in paragraph (a)(1)(iii) of this section, neither a creditor nor any other person may impose a fee on a consumer in connection with the consumer’s application for a reverse mortgage transaction subject to paragraph (a)(1)(i) of this section before the consumer has received the disclosures required by paragraph (a)(1)(i) of this section. If the disclosures are mailed to the consumer, the consumer is considered to have received them three business days after they are mailed.

* * * * *

(e) *Mortgage loans secured by real property—early disclosures.* (1) *Provision of*

disclosures. (i) *Creditor.* In a closed-end consumer credit transaction secured by real property, other than a reverse mortgage subject to § 1026.33, the creditor shall provide the consumer with good faith estimates of the disclosures in § 1026.37.

(ii) *Mortgage broker.* (A) If a mortgage broker receives a consumer's application, either the creditor or the mortgage broker shall provide a consumer with the disclosures required under paragraph (e)(1)(i) of this section in accordance with paragraph (e)(1)(iii) of this section. If the mortgage broker provides the required disclosures, the mortgage broker shall comply with all relevant requirements of this paragraph (e). The creditor shall ensure that such disclosures are provided in accordance with all requirements of this paragraph (e). Disclosures provided by a mortgage broker in accordance with the requirements of this paragraph (e) satisfy the creditor's obligation under this paragraph (e).

(B) If a mortgage broker provides any disclosure under § 1026.19(e), the mortgage broker shall also comply with the requirements of § 1026.25(c).

(iii) *Timing.* (A) The creditor shall deliver or place in the mail the disclosures required under paragraph (e)(1)(i) of this section not later than the third business day after the creditor receives the consumer's application, as defined in § 1026.2(a)(3).

(B) Except as set forth in paragraph (e)(1)(iii)(C) of this section, the creditor shall deliver or place in the mail the disclosures required under paragraph (e)(1)(i) of this section not later than the seventh business day before consummation of the transaction.

(C) For a transaction secured by a consumer's interest in a timeshare plan described in 11 U.S.C. 101(53D), paragraph (e)(1)(iii)(B) of this section does not apply.

(iv) *Receipt of early disclosures.* If any disclosures required under paragraph (e)(1)(i) of this section are not provided to the consumer in person, the consumer is considered to have

received the disclosures three business days after they are delivered or placed in the mail.

(v) *Consumer's waiver of waiting period before consummation.* If the consumer determines that the extension of credit is needed to meet a bona fide personal financial emergency, the consumer may modify or waive the seven-business-day waiting period for early disclosures required under paragraph (e)(1)(iii)(B) of this section, after receiving the disclosures required under paragraph (e)(1)(i) of this section. To modify or waive the waiting period, the consumer shall give the creditor a dated written statement that describes the emergency, specifically modifies or waives the waiting period, and bears the signature of all the consumers who are primarily liable on the legal obligation. Printed forms for this purpose are prohibited.

(vi) *Shopping for settlement service providers.* (A) *Shopping permitted.* A creditor permits a consumer to shop for a settlement service if the creditor permits the consumer to select the provider of that service, subject to reasonable requirements.

(B) *Disclosure of services.* The creditor shall identify the settlement services for which the consumer is permitted to shop in the disclosures required under paragraph (e)(1)(i) of this section.

(C) *Written list of providers.* If the consumer is permitted to shop for a settlement service, the creditor shall provide the consumer with a written list identifying available providers of that settlement service and stating that the consumer may choose a different provider for that service. The creditor must identify at least one available provider for each settlement service for which the consumer is permitted to shop. The creditor shall provide this written list of settlement service providers separately from the disclosures required by paragraph (e)(1)(i) of this section but in accordance with the timing requirements in paragraph (e)(1)(iii) of this section.

(2) *Predisclosure activity.* (i) *Imposition of fees on consumer.* (A) *Fee restriction.*

Except as provided in paragraph (e)(2)(i)(B) of this section, neither a creditor nor any other person may impose a fee on a consumer in connection with the consumer's application for a mortgage transaction subject to paragraph (e)(1)(i) of this section before the consumer has received the disclosures required under paragraph (e)(1)(i) of this section and indicated to the creditor an intent to proceed with the transaction described by those disclosures. A consumer may indicate an intent to proceed with a transaction in any manner the consumer chooses, unless a particular manner of communication is required by the creditor. The creditor must document this communication to satisfy the requirements of § 1026.25.

(B) *Exception to fee restriction.* A creditor or other person may impose a bona fide and reasonable fee for obtaining the consumer's credit report before the consumer has received the disclosures required under paragraph (e)(1)(i) of this section.

(ii) *Written information provided to consumer.* If a creditor or other person provides a consumer with a written estimate of terms or costs specific to that consumer before the consumer receives the disclosures required under paragraph (e)(1)(i) of this section, the creditor or such person shall clearly and conspicuously state at the top of the front of the first page of the estimate in a font size that is no smaller than 12-point font: "Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan." The written estimate of terms or costs may not be made with headings, content, and format substantially similar to form H-24 or H-25 of appendix H to this part.

(iii) *Verification of information.* The creditor or other person shall not require a consumer to submit documents verifying information related to the consumer's application before providing the disclosures required by paragraph (e)(1)(i) of this section.

(3) *Good faith determination for estimates of closing costs.* (i) *General rule.* An estimated closing cost disclosed pursuant to paragraph (e) of this section is in good faith if the charge paid by or imposed on the consumer does not exceed the amount originally disclosed under paragraph (e)(1)(i) of this section, except as otherwise provided in paragraphs (e)(3)(ii) through (iv) of this section.

(ii) *Limited increases permitted for certain charges.* An estimate of a charge for a third-party service or a recording fee is in good faith if:

(A) The aggregate amount of charges for third-party services and recording fees paid by or imposed on the consumer does not exceed the aggregate amount of such charges disclosed under paragraph (e)(1)(i) of this section by more than 10 percent;

(B) The charge for the third-party service is not paid to the creditor or an affiliate of the creditor; and

(C) The creditor permits the consumer to shop for the third-party service, consistent with paragraph (e)(1)(vi) of this section.

(iii) *Variations permitted for certain charges.* An estimate of the following charges is in good faith if it is consistent with the best information reasonably available to the creditor at the time it is disclosed, regardless of whether the amount paid by the consumer exceeds the amount disclosed under paragraph (e)(1)(i) of this section:

(A) Prepaid interest;

(B) Property insurance premiums;

(C) Amounts placed into an escrow, impound, reserve, or similar account;

(D) Charges paid to third-party service providers selected by the consumer consistent with paragraph (e)(1)(vi)(A) of this section that are not on the list provided pursuant to paragraph

(e)(1)(vi)(C) of this section; and

(E) Charges paid for third-party services not required by the creditor. These charges may be paid to affiliates of the creditor.

(iv) *Revised estimates.* For the purpose of determining good faith under paragraph (e)(3)(i) and (ii) of this section, a creditor may use a revised estimate of a charge instead of the estimate of the charge originally disclosed under paragraph (e)(1)(i) of this section if the revision is due to any of the following reasons:

(A) *Changed circumstance affecting settlement charges.* Changed circumstances cause the estimated charges to increase or, in the case of estimated charges identified in paragraph (e)(3)(ii) of this section, cause the aggregate amount of such charges to increase by more than 10 percent. For purposes of this paragraph, “changed circumstance” means:

(1) An extraordinary event beyond the control of any interested party or other unexpected event specific to the consumer or transaction;

(2) Information specific to the consumer or transaction that the creditor relied upon when providing the disclosures required under paragraph (e)(1)(i) of this section and that was inaccurate or changed after the disclosures were provided; or

(3) New information specific to the consumer or transaction that the creditor did not rely on when providing the original disclosures required under paragraph (e)(1)(i) of this section.

(B) *Changed circumstance affecting eligibility.* The consumer is ineligible for an estimated charge previously disclosed because a changed circumstance, as defined under paragraph (e)(3)(iv)(A) of this section, affected the consumer’s creditworthiness or the value of the security for the loan.

(C) *Revisions requested by the consumer.* The consumer requests revisions to the credit

terms or the settlement that cause an estimated charge to increase.

(D) *Interest rate dependent charges.* The points or lender credits change because the interest rate was not locked when the disclosures required under paragraph (e)(1)(i) of this section were provided. On the date the interest rate is locked, the creditor shall provide a revised version of the disclosures required under paragraph (e)(1)(i) of this section to the consumer with the revised interest rate, the points disclosed pursuant to § 1026.37(f)(1), lender credits, and any other interest rate dependent charges and terms.

(E) *Expiration.* The consumer indicates an intent to proceed with the transaction more than ten business days after the disclosures required under paragraph (e)(1)(i) of this section are provided pursuant to paragraph (e)(1)(iii) of this section.

(F) *Delayed settlement date on a construction loan.* In transactions involving new construction, where the creditor reasonably expects that settlement will occur more than 60 days after the disclosures required under paragraph (e)(1)(i) of this section are provided pursuant to paragraph (e)(1)(iii) of this section, the creditor may provide revised disclosures to the consumer if the original disclosures required under paragraph (e)(1)(i) of this section state clearly and conspicuously that at any time prior to 60 days before consummation, the creditor may issue revised disclosures. If no such statement is provided, the creditor may not issue revised disclosures, except as otherwise provided in paragraph (f) of this section.

(4) *Provision and receipt of revised disclosures.* (i) *General rule.* Subject to the requirements of paragraph (e)(4)(ii) of this section, if a creditor uses a revised estimate pursuant to paragraph (e)(3)(iv) of this section for the purpose of determining good faith under paragraphs (e)(3)(i) and (ii) of this section, the creditor shall provide a revised version of the disclosures required under paragraph (e)(1)(i) of this section reflecting the revised estimate within three

business days of receiving information sufficient to establish that one of the reasons for revision provided under paragraphs (e)(3)(iv)(A) through (C), (E) and (F) of this section applies.

(ii) *Relationship to disclosures required under § 1026.19(f)(1)(i).* The creditor shall not provide a revised version of the disclosures required under paragraph (e)(1)(i) of this section on or after the date on which the creditor provides the disclosures required under paragraph (f)(1)(i) of this section. The consumer must receive a revised version of the disclosures required under paragraph (e)(1)(i) of this section not later than four business days prior to consummation. If the revised version of the disclosures required under paragraph (e)(1)(i) of this section is not provided to the consumer in person, the consumer is considered to have received such version three business days after the creditor delivers or places such version in the mail.

(f) *Mortgage loans secured by real property—final disclosures.* (1) *Provision of disclosures.* (i) *Scope.* In a closed-end consumer credit transaction secured by real property, other than a reverse mortgage subject to § 1026.33, the creditor shall provide the consumer with the disclosures in § 1026.38 reflecting the actual terms of the transaction.

(ii) *Timing.* (A) *In general.* Except as provided in paragraphs (f)(1)(ii)(B), (f)(2)(i), (f)(2)(iii), (f)(2)(iv), and (f)(2)(v) of this section, the creditor shall ensure that the consumer receives the disclosures required under paragraph (f)(1)(i) of this section no later than three business days before consummation.

(B) *Timeshares.* For transactions secured by a consumer's interest in a timeshare plan described in 11 U.S.C. 101(53D), the creditor shall ensure that the consumer receives the disclosures required under paragraph (f)(1)(i) of this section no later than consummation.

(iii) *Receipt of disclosures.* If any disclosures required under paragraph (f)(1)(i) of this section are not provided to the consumer in person, the consumer is considered to have received

the disclosures three business days after they are delivered or placed in the mail.

(iv) *Consumer's waiver of waiting period before consummation.* If the consumer determines that the extension of credit is needed to meet a bona fide personal financial emergency, the consumer may modify or waive the three-business-day waiting period under paragraph (f)(1)(ii)(A) or (f)(2)(ii) of this section, after receiving the disclosures required under paragraph (f)(1)(i) of this section. To modify or waive the waiting period, the consumer shall give the creditor a dated written statement that describes the emergency, specifically modifies or waives the waiting period, and bears the signature of all consumers who are primarily liable on the legal obligation. Printed forms for this purpose are prohibited.

(v) *Settlement agent.* A settlement agent may provide a consumer with the disclosures required under paragraph (f)(1)(i) of this section, provided the settlement agent complies with all relevant requirements of this paragraph (f). The creditor shall ensure that such disclosures are provided in accordance with all requirements of this paragraph (f). Disclosures provided by a settlement agent in accordance with the requirements of this paragraph (f) satisfy the creditor's obligation under this paragraph (f).

(2) *Subsequent changes.* (i) *Changes before consummation not requiring a new waiting period.* Except as provided in paragraph (f)(2)(ii), if the disclosures provided under paragraph (f)(1)(i) of this section become inaccurate before consummation, the creditor shall provide corrected disclosures reflecting any changed terms to the consumer so that the consumer receives the corrected disclosures at or before consummation. Notwithstanding the requirement to provide corrected disclosures at or before consummation, the creditor shall permit the consumer to inspect the disclosures provided under this paragraph, completed to set forth those items that are known to the creditor at the time of inspection, during the business day immediately

preceding consummation, but the creditor may omit from inspection items related only to the seller's transaction.

(ii) *Changes before consummation requiring a new waiting period.* If one of the following disclosures provided under paragraph (f)(1)(i) of this section becomes inaccurate in the following manner before consummation, the creditor shall ensure that the consumer receives corrected disclosures containing all changed terms in accordance with the requirements of paragraph (f)(1)(ii)(A) of this section:

(A) The annual percentage rate disclosed under § 1026.38(o)(4) becomes inaccurate, as defined in § 1026.22.

(B) The loan product is changed, causing the information disclosed under § 1026.38(a)(5)(iii) to become inaccurate.

(C) A prepayment penalty is added, causing the statement regarding a prepayment penalty required under § 1026.38(b) to become inaccurate.

(iii) *Changes due to events occurring after consummation.* If during the 30-day period following consummation, an event in connection with the settlement of the transaction occurs that causes the disclosures required under paragraph (f)(1)(i) of this section to become inaccurate, and such inaccuracy results in a change to an amount actually paid by the consumer from that amount disclosed under paragraph (f)(1)(i) of this section, the creditor shall deliver or place in the mail corrected disclosures not later than 30 days after receiving information sufficient to establish that such event has occurred.

(iv) *Changes due to clerical errors.* A creditor does not violate paragraph (f)(1)(i) of this section if the disclosures provided under paragraph (f)(1)(i) contain non-numeric clerical errors, provided the creditor delivers or places in the mail corrected disclosures no later than 60 days

after consummation.

(v) *Refunds related to the good faith analysis.* If amounts paid by the consumer exceed the amounts specified under paragraph (e)(3)(i) or (ii) of this section, the creditor complies with paragraph (e)(1)(i) of this section if the creditor refunds the excess to the consumer no later than 60 days after consummation, and the creditor complies with paragraph (f)(1)(i) of this section if the creditor delivers or places in the mail corrected disclosures that reflect such refund no later than 60 days after consummation.

(3) *Charges disclosed.* (i) *Actual charge.* The amount imposed upon the consumer for any settlement service shall not exceed the amount actually received by the settlement service provider for that service, except as otherwise provided in paragraph (f)(3)(ii) of this section.

(ii) *Average charge.* A creditor or settlement service provider may charge a consumer or seller the average charge for a settlement service if the following conditions are satisfied:

(A) The average charge is no more than the average amount paid for that service by or on behalf of all consumers and sellers for a class of transactions;

(B) The creditor or settlement service provider defines the class of transactions based on an appropriate period of time, geographic area, and type of loan;

(C) The creditor or settlement service provider uses the same average charge for every transaction within the defined class; and

(D) The creditor or settlement service provider does not use an average charge:

(1) For any type of insurance;

(2) For any charge based on the loan amount or property value; or

(3) If doing so is otherwise prohibited by law.

(4) *Transactions involving a seller.* (i) *Provision to seller.* In a closed-end consumer

credit transaction secured by real property that involves a seller, other than a reverse mortgage subject to § 1026.33, the settlement agent shall provide the seller with the disclosures in § 1026.38 that relate to the seller's transaction reflecting the actual terms of the seller's transaction.

(ii) *Timing.* The settlement agent shall provide the disclosures required under paragraph (f)(4)(i) of this section no later than the day of consummation. If during the 30-day period following consummation, an event in connection with the settlement of the transaction occurs that causes disclosures required under paragraph (f)(4)(i) of this section to become inaccurate, and such inaccuracy results in a change to the amount actually paid by the seller from that amount disclosed under paragraph (f)(4)(i) of this section, the settlement agent shall deliver or place in the mail corrected disclosures not later than 30 days after receiving information sufficient to establish that such event has occurred.

(iii) *Charges disclosed.* The amount imposed on the seller for any settlement service shall not exceed the amount actually received by the service provider for that service, except as otherwise provided in paragraph (f)(3)(ii) of this section.

(iv) *Creditor's copy.* When the consumer's and seller's disclosures under this paragraph (f) are provided on separate documents, as permitted under § 1026.38(t)(5), the settlement agent shall provide to the creditor (if the creditor is not the settlement agent) a copy of the disclosures provided to the seller under paragraph (f)(4)(i) of this section.

(5) *No fee.* No fee may be imposed on any person, as a part of settlement costs or otherwise, by a creditor or by a servicer (as that term is defined under 12 U.S.C. 2605(i)(2)) for the preparation or delivery of the disclosures required under paragraph (f)(1)(i) of this section.

(g) *Special information booklet at time of application.* (1) *Creditor to provide special*

information booklet. Except as provided in paragraphs (g)(1)(ii) and (iii) of this section, the creditor shall provide a copy of the special information booklet (required pursuant to section 5 of the Real Estate Settlement Procedures Act (12 U.S.C. 2604) to help consumers applying for federally related mortgage loans understand the nature and cost of real estate settlement services) to a consumer who applies for a consumer credit transaction secured by real property.

(i) The creditor shall deliver or place in the mail the special information booklet not later than three business days after the consumer's application is received. However, if the creditor denies the consumer's application before the end of the three-business-day period, the creditor need not provide the booklet. If a consumer uses a mortgage broker, the mortgage broker shall provide the special information booklet and the creditor need not do so.

(ii) In the case of a home equity line of credit subject to § 1026.40, a creditor or mortgage broker that provides the consumer with a copy of the brochure entitled "When Your Home is On the Line: What You Should Know About Home Equity Lines of Credit," or any successor brochure issued by the Bureau, is deemed to be in compliance with this section.

(iii) The creditor or mortgage broker need not provide the booklet to the consumer for a consumer credit transaction secured by real property, the purpose of which is not the purchase of a one-to-four family residential property, including, but not limited to, the following:

- (A) Refinancing transactions;
- (B) Closed-end loans secured by a subordinate lien; and
- (C) Reverse mortgages.

(2) *Permissible changes.* Creditors may not make changes to, deletions from, or additions to the special information booklet other than the changes specified in paragraphs (g)(2)(i) through (iv) of this section.

(i) In the “Complaints” section of the booklet, “the Bureau of Consumer Financial Protection” may be substituted for “HUD’s Office of RESPA” and “the RESPA office.”

(ii) In the “Avoiding Foreclosure” section of the booklet, it is permissible to inform homeowners that they may find information on and assistance in avoiding foreclosures at <http://www.consumerfinance.gov>. The reference to the HUD Web site, <http://www.hud.gov/foreclosure/>, in the “Avoiding Foreclosure” section of the booklet shall not be deleted.

(iii) In the “No Discrimination” section of the appendix to the booklet, “the Bureau of Consumer Financial Protection” may be substituted for the reference to the “Board of Governors of the Federal Reserve System.” In the Contact Information section of the appendix to the booklet, the following contact information for the Bureau may be added: “Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552; www.consumerfinance.gov/learnmore.” The contact information for HUD’s Office of RESPA and Interstate Land Sales may be removed from the “Contact Information” section of the appendix to the booklet.

(iv) The cover of the booklet may be in any form and may contain any drawings, pictures or artwork, provided that the title appearing on the cover shall not be changed. Names, addresses, and telephone numbers of the creditor or others and similar information may appear on the cover, but no discussion of the matters covered in the booklet shall appear on the cover. References to HUD on the cover of the booklet may be changed to references to the Bureau.

15. Section 1026.20 is amended by adding paragraph (e):

§ 1026.20 Disclosure requirements regarding post-consummation events.

* * * * *

(e) *Escrow account cancellation notice for certain mortgage transactions.*

(1) *Scope.* In a closed-end consumer credit transaction secured by a first lien on real property or a dwelling, other than a reverse mortgage subject to § 1026.33, for which an escrow account was established in connection with the transaction and will be cancelled, the creditor or servicer shall disclose the information specified in paragraph (e)(2) of this section in accordance with the form requirements in paragraph (e)(4) of this section, and the timing requirements in paragraph (e)(5) of this section. For purposes of this paragraph (e), the term “escrow account” has the same meaning as under 12 CFR 1024.17(b), and the term “servicer” has the same meaning as under 12 CFR 1024.2(b).

(2) *Content requirements.* If an escrow account was established in connection with a transaction subject to this paragraph (e) and the escrow account will be cancelled, the creditor or servicer shall clearly and conspicuously disclose, under the heading “Escrow Closing Notice,” the following information:

(i) A statement informing the consumer of the date on which the consumer will no longer have an escrow account; a statement that an escrow account may also be called an impound or trust account; a statement of the reason why the escrow account will be closed; a statement that without an escrow account, the consumer must pay all property costs, such as taxes and homeowner’s insurance, directly, possibly in one or two large payments a year; and a table, titled “Cost to you,” that contains an itemization of the amount of any fee the creditor or servicer imposes on the consumer in connection with the closure of the consumer’s escrow account, labeled “Escrow Closing Fee,” and a statement that the fee is for closing the escrow account.

(ii) Under the reference “In the future”:

(A) A statement of the consequences if the consumer fails to pay property costs,

including the actions that a State or local government may take if property taxes are not paid and the actions the creditor or servicer may take if the consumer does not pay some or all property costs, such as adding amounts to the loan balance, adding an escrow account to the loan, or purchasing a property insurance policy on the consumer's behalf that may be more expensive and provide fewer benefits than a policy that the consumer could obtain directly;

(B) A statement with a telephone number that the consumer can use to request additional information about the cancellation of the escrow account;

(C) A statement of whether the creditor or servicer offers the option of keeping the escrow account open and, as applicable, a telephone number the consumer can use to request that the account be kept open; and

(D) A statement of whether there is a cut-off date by which the consumer can request that the account be kept open.

(3) *Optional information.* The creditor or servicer may, at its option, include its name or logo, the consumer's name, phone number, mailing address and property address, the issue date of the notice, the loan number, or the consumer's account number on the notice required by this paragraph (e). Except for the name and logo of the creditor or servicer, the information described in this paragraph may be placed between the heading required by paragraph (e)(2) of this section and the disclosures required by paragraphs (e)(2)(i) and (ii) of this section. The name and logo may be placed above the heading required by paragraph (e)(2) of this section.

(4) *Form of disclosures.* The disclosures required by paragraph (e)(2) of this section shall be provided in a minimum 10-point font, grouped together on the front side of a one-page document, separate from all other materials, with the headings, content, order, and format substantially similar to model form H-29 in appendix H to this part. The disclosure of the

heading required by paragraph (e)(2) of this section shall be more conspicuous than, and shall precede, the other disclosures required by paragraph (e)(2) of this section.

(5) *Timing.* (i) *Cancellation upon consumer's request.* If the creditor or servicer cancels the escrow account at the consumer's request, the creditor or servicer shall ensure that the consumer receives the disclosures required by paragraph (e)(2) of this section no later than three business days before the closure of the consumer's escrow account.

(ii) *Cancellations other than upon the consumer's request.* If the creditor or servicer cancels the escrow account and the cancellation is not at the consumer's request, the creditor or servicer shall ensure that the consumer receives the disclosures required by paragraph (e)(2) of this section no later than 30 business days before the closure of the consumer's escrow account.

(iii) *Receipt of disclosure.* If the disclosures required by paragraph (e)(2) of this section are not provided to the consumer in person, the consumer is considered to have received the disclosures three business days after they are delivered or placed in the mail.

16. Section 1026.22 is amended by revising paragraphs (a)(4)(ii)(A) and (a)(5) to read as follows:

§ 1026.22 Determination of annual percentage rate.

(a) *Accuracy of annual percentage rate.* * * *

(4) *Mortgage loans.* If the annual percentage rate disclosed in a transaction secured by real property or a dwelling varies from the actual rate determined in accordance with paragraph (a)(1) of this section, in addition to the tolerances applicable under paragraphs (a)(2) and (3) of this section, the disclosed annual percentage rate shall also be considered accurate if:

(i) The rate results from the disclosed finance charge; and

(ii) (A) The disclosed finance charge would be considered accurate under § 1026.18(d)(1)

or § 1026.38(o)(2), as applicable; or

(B) For purposes of rescission, if the disclosed finance charge would be considered accurate under § 1026.23(g) or (h), whichever applies.

(5) *Additional tolerance for mortgage loans.* In a transaction secured by real property or a dwelling, in addition to the tolerances applicable under paragraphs (a)(2) and (3) of this section, if the disclosed finance charge is calculated incorrectly but is considered accurate under § 1026.18(d)(1) or § 1026.38(o)(2), as applicable, or § 1026.23(g) or (h), the disclosed annual percentage rate shall be considered accurate:

* * * * *

Subpart D—Miscellaneous

17. Section 1026.25 is amended by revising paragraph (a) and adding new paragraph (c) to read as follows:

§ 1026.25 Record retention.

(a) *General rule.* A creditor shall retain evidence of compliance with this part (other than advertising requirements under §§ 1026.16 and 1026.24, and other than the requirements under § 1026.19(e) and (f)) for two years after the date disclosures are required to be made or action is required to be taken. The administrative agencies responsible for enforcing the regulation may require creditors under their jurisdictions to retain records for a longer period if necessary to carry out their enforcement responsibilities under section 108 of the Act.

* * * * *

(c) *Records related to certain requirements for mortgage loans.* (1) *Records related to requirements for loans secured by real property.* (i) *General rule.* Except as provided under paragraph (c)(1)(ii) of this section, a creditor shall retain evidence of compliance with the

requirements of § 1026.19(e) and (f) for three years after the later of the date of consummation, the date disclosures are required to be made, or the date the action is required to be taken.

(ii) *Closing disclosures.* (A) A creditor shall retain each completed disclosure required under § 1026.19(f)(1)(i) or (f)(4)(i), and all documents related to such disclosures, for five years after consummation, notwithstanding paragraph (ii)(B) of this section.

(B) If a creditor sells, transfers, or otherwise disposes of its interest in a mortgage loan subject to § 1026.19(f) and does not service the mortgage loan, the creditor shall provide a copy of the disclosures required under § 1026.19(f)(1)(i) or (f)(4)(i) to the owner or servicer of the mortgage as a part of the transfer of the loan file. Such owner or servicer shall retain such disclosures for the remainder of the five-year period described under paragraph (c)(1)(ii)(A) of this section.

(C) The Bureau shall have the right to require provision of copies of records related to the disclosures required under § 1026.19(f)(1)(i) and (f)(4)(i).

* * * * *

18. Section 1026.28 is amended by revising paragraph (a)(1) to read as follows:

§ 1026.28 Effect on State laws.

(a) *Inconsistent disclosure requirements.* (1) Except as provided in paragraph (d) of this section, State law requirements that are inconsistent with the requirements contained in chapter 1 (General Provisions), chapter 2 (Credit Transactions), or chapter 3 (Credit Advertising) of the Act and the implementing provisions of this part are preempted to the extent of the inconsistency. A State law is inconsistent if it requires a creditor to make disclosures or take actions that contradict the requirements of the Federal law. A State law is contradictory if it requires the use of the same term to represent a different amount or a different meaning than the

Federal law, or if it requires the use of a term different from that required in the Federal law to describe the same item. A creditor, State, or other interested party may request the Bureau to determine whether a State law requirement is inconsistent. After the Bureau determines that a State law is inconsistent, a creditor may not make disclosures using the inconsistent term or form. A determination as to whether a State law is inconsistent with the requirements of sections 4 and 5 of RESPA (other than the RESPA section 5(c) requirements regarding provision of a list of certified homeownership counselors) and §§ 1026.19(e) and (f), 1026.37, and 1026.38 shall be made in accordance with this section and not 12 CFR 1024.13.

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Subpart E—Special Rules for Certain Home Mortgage Transactions

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19. New § 1026.37 is added to read as follows:

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

For each transaction subject to § 1026.19(e), the creditor shall disclose the information in this section:

(a) *General information.* (1) *Form title.* The title of the form, “Loan Estimate,” using that term.

(2) *Form purpose.* The statement, “Save this Loan Estimate to compare with your Closing Disclosure.”

(3) *Creditor.* The name and address of the creditor making the disclosures.

(4) *Date issued.* The date the disclosures are mailed or delivered to the consumer by the creditor, labeled “Date Issued.”

(5) *Applicants*. The name and mailing address of the consumer(s) applying for the credit, labeled “Applicants.”

(6) *Property*. The address including the zip code of the property that secures or will secure the transaction, or if the address is unavailable, the location of such property including a zip code, labeled “Property.”

(7) *Sale price*. (i) For transactions that involve a seller, the contract sale price of the property identified in paragraph (a)(6) of this section, labeled “Sale Price.”

(ii) For transactions that do not involve a seller, the estimated value of the property identified in paragraph (a)(6), labeled “Prop. Value.”

(8) *Loan term*. The term to maturity of the credit transaction, stated in years or months, or both, as applicable, labeled “Loan Term.”

(9) *Purpose*. The consumer’s intended use for the credit, labeled “Purpose,” using one of the following terms:

(i) *Purchase*. If the credit is to finance the acquisition of the property identified in paragraph (a)(6) of this section, the creditor shall disclose that the loan is for a “Purchase.”

(ii) *Refinance*. If the credit is not for the purpose described in paragraph (a)(9)(i) of this section, and if the credit will be used to refinance an existing obligation, as defined in § 1026.20(a) (but without regard to whether the creditor is the original creditor or a holder or servicer of the original obligation), that is secured by the property identified in paragraph (a)(6) of this section, the creditor shall disclose that the loan is for a “Refinance.”

(iii) *Construction*. If the credit is not for one of the purposes described in paragraphs (a)(9)(i) or (ii) of this section and the credit will be used to finance the initial construction of a dwelling on the property identified in paragraph (a)(6) of this section, the creditor shall disclose

that the loan is for “Construction.”

(iv) *Home equity loan.* If the credit is not for one of the purposes described in paragraphs (a)(9)(i) through (iii) of this section, the creditor shall disclose that the loan is a “Home Equity Loan.”

(10) *Product.* A description of the loan product, labeled “Product.” (i) The description of the loan product shall include one of the following terms:

(A) *Adjustable rate.* If the interest rate may increase after consummation, but the rates that will apply or the periods for which they will apply are not known at consummation, the creditor shall disclose the loan product as an “Adjustable Rate.”

(B) *Step rate.* If the interest rate will change after consummation, and the rates that will apply and the periods for which they will apply are known at consummation, the creditor shall disclose the loan product as a “Step Rate.”

(C) *Fixed rate.* If the loan product is not an Adjustable Rate or a Step Rate, as described in paragraphs (a)(10)(i)(A) and (B) of this section, respectively, the creditor shall disclose the loan product as a “Fixed Rate.”

(ii) The description of the loan product shall include the features that may change the periodic payment using the following terms, subject to paragraph (a)(10)(iii) of this section, as applicable:

(A) *Negative amortization.* If the principal balance may increase due to the addition of accrued interest to the principal balance, the creditor shall disclose that the loan product has a “Negative Amortization” feature.

(B) *Interest only.* If one or more regular periodic payments may be applied only to interest accrued and not to the loan principal, the creditor shall disclose that the loan product has

an “Interest Only” feature.

(C) *Step payment*. If scheduled variations in regular periodic payment amounts occur that are not caused by changes to the interest rate during the loan term, the creditor shall disclose that the loan product has a “Step Payment” feature.

(D) *Balloon payment*. If the terms of the legal obligation include a “balloon payment,” as that term is defined in paragraph (b)(5) of this section, the creditor shall disclose that the loan has a “Balloon Payment” feature.

(E) *Seasonal payment*. If the terms of the legal obligation expressly provide that regular periodic payments are not scheduled between specified unit-periods on a regular basis, the creditor shall disclose that the loan product has a “Seasonal Payment” feature.

(iii) The disclosure of a loan feature under paragraph (a)(10)(ii) of this section shall precede the disclosure of the loan product under paragraph (a)(10)(i) of this section. If a transaction has more than one of the loan features described in paragraph (a)(10)(ii) of this section, the creditor shall disclose only the first applicable feature in the order the features are listed in paragraph (a)(10)(ii) of this section.

(iv) The disclosures required by paragraphs (a)(10)(i)(A) and (B), and (a)(10)(ii)(A), (B), (C), and (D) of this section must each be preceded by the duration of any introductory rate or payment period, and the first adjustment period, as applicable.

(11) *Loan type*. The type of loan, labeled “Loan Type,” offered to the consumer using one of the following terms, as applicable:

(i) *Conventional*. If the loan is not guaranteed or insured by a Federal or State government agency, the creditor shall disclose that the loan is a “Conventional.”

(ii) *FHA*. If the loan is insured by the Federal Housing Administration, the creditor shall

disclose that the loan is an “FHA.”

(iii) *VA*. If the loan is guaranteed by the U.S. Department of Veterans Affairs, the creditor shall disclose that the loan is a “VA.”

(iv) *Other*. For federally-insured or guaranteed loans other than those described in paragraphs (a)(11)(ii) and (iii) of this section, and for loans insured or guaranteed by a State agency, the creditor shall disclose the loan type as “Other,” and provide a brief description of the loan type.

(12) *Loan identification number (Loan ID #)*. A number that may be used by the creditor, consumer, and other parties to identify the transaction, labeled “Loan ID #.”

(13) *Rate lock*. A statement of whether the interest rate disclosed pursuant to paragraph (b)(2) of this section is locked for a specific period of time, labeled “Rate Lock.”

(i) For transactions in which the interest rate is locked for a specific period of time, the creditor must provide the date and time (including the applicable time zone) when that period ends.

(ii) The “Rate Lock” statement required by this paragraph (a)(13) shall be accompanied by a statement that the interest rate, any points, and any lender credits may change unless the interest rate has been locked, and the date and time (including the applicable time zone) at which estimated closing costs expire.

(b) *Loan terms*. A separate table under the heading “Loan Terms” that contains the following information and satisfies the following requirements:

(1) *Loan amount*. The amount of credit to be extended under the terms of the legal obligation, labeled “Loan Amount.”

(2) *Interest rate*. The interest rate that will be applicable to the transaction at

consummation, labeled “Interest Rate.” For an adjustable rate transaction, if the interest rate at consummation is not known, the rate disclosed shall be the fully-indexed rate, which, for purposes of this paragraph, means the interest rate calculated using the index value and margin at the time of consummation.

(3) *Principal and interest payment.* The initial periodic payment amount that will be due under the terms of the legal obligation, labeled “Principal & Interest,” immediately preceded by the applicable unit-period, and a statement referring to the payment amount that includes any mortgage insurance and escrow payments that is required to be disclosed pursuant to paragraph (c) of this section. If the interest rate at consummation is not known, the amount disclosed shall be calculated using the fully-indexed rate disclosed under paragraph (b)(2) of this section.

(4) *Prepayment penalty.* A statement of whether the transaction includes a prepayment penalty, labeled “Prepayment Penalty.” For purposes of this paragraph (b)(4), “prepayment penalty” means a charge imposed for paying all or part of a transaction’s principal before the date on which the principal is due, other than a waived, bona fide third-party charge that the creditor imposes if the consumer prepays all of the transaction’s principal sooner than 36 months after consummation.

(5) *Balloon payment.* A statement of whether the transaction includes a balloon payment, labeled “Balloon Payment.” For purposes of this paragraph (b)(5), “balloon payment” means a payment that is more than two times a regular periodic payment. “Balloon payment” includes the payment or payments under a transaction that requires only one or two payments during the loan term.

(6) *Adjustments after consummation.* For each amount required to be disclosed by paragraphs (b)(1) through (3) of this section, a statement of whether the amount may increase

after consummation as an affirmative or negative answer to the question, and under such question disclosed as a subheading, “Can this amount increase after closing?” and, in the case of an affirmative answer, the following additional information, as applicable:

(i) *Adjustment in loan amount.* The maximum principal balance for the transaction and the due date of the last payment that may cause the principal balance to increase. The disclosure further shall indicate whether the maximum principal balance is potential or is scheduled to occur under the terms of the legal obligation.

(ii) *Adjustment in interest rate.* The frequency of interest rate adjustments, the date when the interest rate may first adjust, the maximum interest rate, and the first date when the interest rate can reach the maximum interest rate, followed by a reference to the disclosure required by paragraph (j) of this section. If the loan term, as defined under paragraph (a)(8) of this section, may increase based on an interest rate adjustment, the disclosure required by this paragraph (b)(6)(ii) shall also state that fact and the maximum possible loan term determined in accordance with paragraph (a)(8) of this section.

(iii) *Increase in periodic payment.* The scheduled frequency of adjustments to the periodic principal and interest payment, the due date of the first adjusted principal and interest payment, the maximum possible periodic principal and interest payment, and the date when the periodic principal and interest payment may first equal the maximum principal and interest payment. If any adjustments to the principal and interest payment are not the result of a change to the interest rate, a reference to the disclosure required by paragraph (i) of this section. If there is a period during which only interest is required to be paid, the disclosure required by this paragraph (b)(6)(iii) shall also state that fact and the due date of the last periodic payment of such period.

(7) *Details about prepayment penalty and balloon payment.* The information required to be disclosed by paragraphs (b)(4) and (5) of this section shall be disclosed as an affirmative or negative answer to the question, and under such question disclosed as a subheading, “Does the loan have these features?” If an affirmative answer for a prepayment penalty or balloon payment is required to be disclosed, the following information shall be included, as applicable:

(i) The maximum amount of the prepayment penalty that may be imposed and the date when the period during which the penalty may be imposed terminates; and

(ii) The maximum amount of the balloon payment and the due date of such payment.

(8) *Timing.*

(i) The dates required to be disclosed by paragraph (b)(6)(ii) of this section shall be disclosed as the year in which the event occurs, counting from the date that interest for the first scheduled periodic payment begins to accrue after consummation.

(ii) The dates required to be disclosed by paragraphs (b)(6)(i), (b)(6)(iii) and (b)(7)(ii) of this section shall be disclosed as the year in which the event occurs, counting from the due date of the initial periodic payment.

(iii) The date required to be disclosed by paragraph (b)(7)(i) of this section shall be disclosed as the year in which the event occurs, counting from the date of consummation.

(c) *Projected payments.* In a separate table under the heading “Projected Payments,” an itemization of each separate periodic payment or range of payments, together with an estimate of taxes, insurance, and assessments and the payments to be made with escrow account funds.

(1) *Periodic payment or range of payments.* (i) The initial periodic payment or range of payments is a separate periodic payment or range of payments and, except as otherwise provided in paragraph (c)(1)(ii) and (iii) of this section, the following events require the disclosure of

additional separate periodic payments or ranges of payments:

(A) The periodic principal and interest payment or range of such payments may change;

(B) A scheduled balloon payment, as defined in paragraph (b)(5) of this section;

(C) The creditor must automatically terminate mortgage insurance or any functional equivalent under applicable law; and

(D) The anniversary of the due date of the initial periodic payment or range of payments that immediately follows the occurrence of multiple events described in paragraph (c)(1)(i)(A) of this section during a single year.

(ii) The table required by this paragraph (c) shall not disclose more than four separate periodic payments or ranges of payments. For all events requiring disclosure of additional separate periodic payments or ranges of payments described in paragraph (c)(1)(i)(A) through (D) of this section occurring after the third separate periodic payment or range of payments disclosed, the separate periodic payments or ranges of payments shall be disclosed as a single range of payments, subject to the following exceptions:

(A) A balloon payment that is scheduled as a final payment under the terms of the legal obligation shall always be disclosed as a separate periodic payment or range of payments, in which case all events requiring disclosure of additional separate periodic payments or ranges of payments described in paragraph (c)(1)(i)(A) through (D) of this section occurring after the second separate periodic payment or range of payments disclosed, other than the balloon payment that is scheduled as a final payment, shall be disclosed as a single range of payments.

(B) The automatic termination of mortgage insurance or any functional equivalent under applicable law shall require disclosure of an additional separate periodic payment or range of payments only if the total number of separate periodic payments or ranges of payments otherwise

disclosed pursuant to this paragraph (c)(1) does not exceed three.

(iii) When a range of payments is required to be disclosed under this paragraph (c)(1), the creditor must disclose the minimum and maximum amount for both the principal and interest payment under paragraph (c)(2)(i) of this section and the total periodic payment under paragraph (c)(2)(iv) of this section. A range of payments is required to be disclosed under this paragraph (c)(1) when:

(A) Multiple events described in paragraph (c)(1)(i) of this section are combined in a single range of payments pursuant to paragraph (c)(1)(ii) of this section;

(B) Multiple events described in paragraph (c)(1)(i)(A) of this section occur during a single year or an event described in paragraph (c)(1)(i)(A) of this section occurs during the same year as the initial periodic payment or range of payments, in which case the creditor discloses the range of payments that would apply during the year in which the events occur; or

(C) The periodic principal and interest payment may adjust based on index rates at the time an interest rate adjustment may occur.

(2) *Itemization.* Each separate periodic payment or range of payments disclosed on the table required by this paragraph (c) shall be itemized as follows:

(i) The amount payable for principal and interest, labeled “Principal & Interest,” including the term “only interest” if the payment or range of payments includes any interest only payment:

(A) In the case of a loan that has an adjustable interest rate, the maximum principal and interest payment amounts are determined by assuming that the interest rate in effect throughout the loan term is the maximum possible interest rate, and the minimum amounts are determined by assuming that the interest rate in effect throughout the loan term is the minimum possible

interest rate;

(B) In the case of a loan that has an adjustable interest rate and also contains a negative amortization feature, the maximum principal and interest payment amounts after the end of the period of the loan's term during which the loan's principal balance may increase due to the addition of accrued interest are determined by assuming the maximum principal amount permitted under the terms of the legal obligation at the end of such period, and the minimum amounts are determined pursuant to paragraph (c)(2)(i)(A) of this section;

(ii) The maximum amount payable for mortgage insurance premiums corresponding to the principal and interest payment disclosed pursuant to paragraph (c)(2)(i) of this section, labeled "Mortgage Insurance";

(iii) The amount payable into an escrow account to pay some or all of the charges described in paragraph (c)(4)(ii), as applicable, labeled "Escrow," together with a statement that the amount disclosed can increase over time; and

(iv) The total periodic payment, calculated as the sum of the amounts disclosed pursuant to paragraphs (c)(2)(i) through (iii) of this section, labeled "Total Monthly Payment."

(3) *Subheadings.* (i) The labels required pursuant to paragraph (c)(2) of this section must be listed under the subheading "Payment Calculation."

(ii) Except as provided in paragraph (c)(3)(iii) of this section, each separate periodic payment or range of payments to be disclosed under this paragraph (c) must be disclosed under a subheading that states the years of the loan during which that payment or range of payments will apply. The subheadings must be stated in a sequence of whole years from the due date of the initial periodic payment.

(iii) A balloon payment that is scheduled as a final payment under the terms of the legal

obligation must be disclosed under the subheading “Final Payment.”

(4) *Taxes, insurance, and assessments.* Under the information required by paragraphs (c)(1) through (3) of this section:

(i) The label “Taxes, Insurance & Assessments”;

(ii) The sum of the charges identified in § 1026.43(b)(8), other than amounts identified in § 1026.4(b)(5), expressed as a monthly amount, even if no escrow account for the payment of some or any of such charges will be established;

(iii) A statement that the amount disclosed pursuant to paragraph (c)(4)(ii) of this section can increase over time;

(iv) A statement of whether the amount disclosed pursuant to paragraph (c)(4)(ii) of this section includes payments for property taxes, 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, and an indication of whether such amounts will be paid by the creditor using escrow account funds;

(v) A statement that the consumer must pay separately any amounts described in paragraph (c)(4)(ii) of this section that are not paid by the creditor using escrow account funds; and

(vi) A reference to the information disclosed pursuant to paragraph (g)(3) of this section.

(5) *Calculation of taxes and insurance.* For purposes of paragraphs (c)(2)(iii) and (4)(ii) of this section, estimated property taxes and homeowner’s insurance shall reflect:

(i) The taxable assessed value of the real property securing the transaction after consummation, including the value of any improvements on the property or to be constructed on the property, if known, whether or not such construction will be financed from the proceeds of

the transaction, for property taxes; and

(ii) The replacement costs of the property during the initial year after the transaction, for amounts identified in § 1026.4(b)(8).

(d) *Costs at closing.* (1) *Costs at closing table.* In a separate table, under the heading “Costs at Closing”:

(i) Labeled “Closing Costs,” the dollar amount disclosed pursuant to paragraph (g)(6) of this section, together with:

(A) A statement that the amount disclosed pursuant to paragraph (d)(1)(i) of this section includes the amounts disclosed pursuant to paragraphs (f)(4), (g)(5), and (g)(6)(ii);

(B) The dollar amount disclosed pursuant to paragraph (f)(4) of this section, labeled “Loan Costs”;

(C) The dollar amount disclosed pursuant to paragraph (g)(5) of this section, labeled “Other Costs”;

(D) The dollar amount disclosed pursuant to paragraph (g)(6)(ii) of this section, labeled “Lender Credits”; and

(E) A statement referring the consumer to the tables disclosed pursuant to paragraphs (f) and (g) of this section for details.

(ii) Labeled “Cash to Close,” the dollar amount calculated in accordance with paragraph (h)(1)(viii) of this section, together with:

(A) A statement that the amount includes the amount disclosed pursuant to paragraph (d)(1)(i) of this section, and

(B) A statement referring the consumer to the location of the table required pursuant to paragraph (h) of this section for details.

(2) *Optional alternative table for transactions without a seller.* For transactions that do not involve a seller, instead of the amount and statements described in paragraph (d)(1)(ii) of this section, the creditor may alternatively disclose, using the label “Cash to Close”:

- (i) The amount calculated in accordance with (h)(2)(iv) of this section;
- (ii) A statement of whether the disclosed estimated amount is due from or to the consumer; and
- (iii) A statement referring the consumer to the alternative table disclosed pursuant to paragraph (h)(2) of this section for details.

(e) *Web site reference.* A statement that the consumer may obtain general information and tools at the Web site of the Bureau, and the link or uniform resource locator address to the Web site: www.consumerfinance.gov/mortgage-estimate.

(f) *Closing cost details; loan costs.* Under the master heading “Closing Cost Details,” in a table under the heading “Loan Costs,” all loan costs associated with the transaction. The table shall contain the items and amounts listed under four subheadings, described in paragraphs (f)(1) through (4) of this section.

(1) *Origination charges.* Under the subheading “Origination Charges,” an itemization of each amount, and a subtotal of all such amounts, that the consumer will pay to each creditor and loan originator for originating and extending the credit.

(i) The points paid to the creditor to reduce the interest rate shall be itemized separately, as both a percentage of the amount of credit extended and a dollar amount, and using the label “__% of Loan Amount (Points).” If points to reduce the interest rate are not paid, the disclosure required by this paragraph (f)(1)(i) must be blank.

(ii) The number of items disclosed under this paragraph (f)(1), including the points

disclosed under paragraph (f)(1)(i) of this section, shall not exceed 13.

(2) *Services you cannot shop for.* Under the subheading “Services You Cannot Shop For,” an itemization of each amount, and a subtotal of all such amounts, the consumer will pay for settlement services for which the consumer cannot shop in accordance with § 1026.19(e)(1)(vi)(A) and that are provided by persons other than the creditor or mortgage broker.

(i) For any item that is a component of title insurance or is for conducting the closing, the introductory description “Title –” shall appear at the beginning of the label for that item.

(ii) The number of items disclosed under this paragraph (f)(2) shall not exceed 13.

(3) *Services you can shop for.* Under the subheading “Services You Can Shop For,” an itemization of each amount and a subtotal of all such amounts the consumer will pay for settlement services for which the consumer can shop in accordance with § 1026.19(e)(1)(vi)(A) and that are provided by persons other than the creditor or mortgage broker.

(i) For any item that is a component of title insurance or is for conducting the closing, the introductory description “Title –” shall appear at the beginning of the label for that item.

(ii) The number of items disclosed under this paragraph (f)(3) shall not exceed 14.

(4) *Total loan costs.* Under the subheading “Total Loan Costs,” the sum of the subtotals disclosed under paragraphs (f)(1) through (3) of this section.

(5) *Item descriptions and ordering.* The items listed as loan costs pursuant to this paragraph (f) shall be labeled using terminology that describes each item, subject to the requirements of paragraphs (f)(1)(i), (f)(2)(i), and (f)(3)(i) of this section.

(i) The item prescribed in paragraph (f)(1)(i) of this section for points shall be the first item listed in the disclosure pursuant to paragraph (f)(1) of this section.

(ii) All other items must be listed in alphabetical order by their labels under the applicable subheading.

(6) *Use of addenda.* (i) An addendum to a form of disclosures prescribed by this section may not be used for items described in paragraph (f)(1) or (2) of this section. If the creditor is not able to itemize every service and every corresponding charge required to be disclosed in the number of lines provided by paragraph (f)(1)(ii) or (2)(ii) of this section, the remaining charges shall be disclosed as an aggregate amount in the last line permitted under paragraph (f)(1)(ii) or (2)(ii), as applicable, labeled “Additional Charges.”

(ii) An addendum to a form of disclosures prescribed by this section may be used for items described in paragraph (f)(3) of this section. If the creditor is not able to itemize all of the charges required to be disclosed in the number of lines provided by paragraph (f)(3)(ii), the remaining charges shall be disclosed as follows:

(A) Label the last line permitted under paragraph (f)(3)(ii) with an appropriate reference to an addendum and list the remaining items on the addendum in accordance with the requirements in paragraphs (f)(3) and (5) of this section; or

(B) Disclose the remaining charges as an aggregate amount in the last line permitted under paragraph (f)(3)(ii), labeled “Additional Charges.”

(g) *Closing cost details; other costs.* Under the master heading “Closing Cost Details,” in a table under the heading “Other Costs,” all costs associated with the transaction that are in addition to the costs disclosed under paragraph (f) of this section. The table shall contain the items and amounts listed under six subheadings, described in paragraphs (g)(1) through (6) of this section.

(1) *Taxes and other government fees.* Under the subheading “Taxes and Other

Government Fees,” the amounts to be paid to State and local governments for taxes and other government fees, and the subtotal of all such amounts, as follows:

(i) On the first line, the sum of all recording fees and other government fees and taxes, except for transfer taxes paid by the consumer and disclosed pursuant to paragraph (g)(1)(ii) of this section, labeled “Recording Fees and Other Taxes.”

(ii) On the second line, the sum of all transfer taxes paid by the consumer, labeled “Transfer Taxes.”

(iii) If an amount required to be disclosed by this paragraph (g)(1) is not charged to the consumer, the amount disclosed on the applicable line required by this paragraph (g)(1) must be blank.

(2) *Prepays.* Under the subheading “Prepays,” an itemization of the amounts to be paid by the consumer in advance of the first scheduled payment, and the subtotal of all such amounts, as follows:

(i) On the first line, the number of months for which homeowner’s insurance premiums are to be paid by the consumer at consummation and the total dollar amount to be paid by the consumer at consummation for such premiums, labeled “Homeowner’s Insurance Premium (__ months).”

(ii) On the second line, the number of months for which mortgage insurance premiums are to be paid by the consumer at consummation and the total dollar amount to be paid by the consumer at consummation for such premiums, labeled “Mortgage Insurance Premium (__ months).”

(iii) On the third line, the amount of prepaid interest to be paid per day, the number of days for which prepaid interest will be collected, the interest rate, and the total dollar amount to

be paid by the consumer at consummation for such interest, labeled “Prepaid Interest (____ per day for _ days @ ____%).”

(iv) On the fourth line, the number of months for which property taxes are to be paid by the consumer at consummation and the total dollar amount to be paid by the consumer at consummation for such taxes, labeled “Property Taxes (__ months).”

(v) If an amount is not charged to the consumer for any item for which this paragraph (g)(2) prescribes a label, each of the amounts required to be disclosed on that line must be blank.

(vi) A maximum of three additional items may be disclosed under this paragraph (g)(2), and each additional item must be identified and include the applicable time period covered by the amount to be paid by the consumer at consummation and the total amount to be paid.

(3) *Initial escrow payment at closing.* Under the subheading “Initial Escrow Payment at Closing,” an itemization of the amounts that the consumer will be expected to place into a reserve or escrow account at consummation to be applied to recurring periodic charges, and the subtotal of all such amounts, as follows:

(i) On the first line, the amount escrowed per month, the number of months covered by an escrowed amount collected at consummation, and the total amount to be paid into the escrow account by the consumer at consummation for homeowner’s insurance premiums, labeled “Homeowner’s Insurance _ per month for _ mo.”

(ii) On the second line, the amount escrowed per month, the number of months covered by an escrowed amount collected at consummation, and the total amount to be paid into the escrow account by the consumer at consummation for mortgage insurance premiums, labeled “Mortgage Insurance _ per month for _ mo.”

(iii) On the third line, the amount escrowed per month, the number of months covered by an escrowed amount collected at consummation, and the total amount to be paid into the escrow account by the consumer at consummation for property taxes, labeled “Property Taxes _ per month for _ mo.”

(iv) If an amount is not charged to the consumer for any item for which this paragraph (g)(3) prescribes a label, each of the amounts required to be disclosed on that line must be blank.

(v) A maximum of five items may be disclosed pursuant to this paragraph (g)(3) in addition to the items described in paragraph (g)(3)(i) through (iii) of this section, and each such additional item must be identified with a descriptive label and include the applicable amount per month, the number of months collected at consummation, and the total amount to be paid.

(4) *Other.* Under the subheading “Other,” an itemization of any other amounts in connection with the transaction that the consumer is likely to pay or has contracted with a person other than the creditor or loan originator to pay at closing and of which the creditor is aware at the time of issuing the Loan Estimate, a descriptive label of each such amount, and the subtotal of all such amounts.

(i) For any item that is a component of title insurance, the introductory description “Title –” shall appear at the beginning of the label for that item.

(ii) The parenthetical description “(optional)” shall appear at the end of the label for items disclosing any premiums paid for separate insurance, warranty, guarantee, or event-coverage products.

(iii) The number of items disclosed under this paragraph (g)(4) shall not exceed five.

(5) *Total other costs.* Under the subheading “Total Other Costs,” the sum of the subtotals disclosed pursuant to paragraphs (g)(1) through (4) of this section.

(6) *Total closing costs.* Under the subheading “Total Closing Costs,” the component amounts and their sum, as follows:

(i) The sum of the amounts disclosed as loan costs and other costs under paragraphs (f)(4) and (g)(5) of this section, labeled “D + I”; and

(ii) The amount of any lender credits, disclosed as a negative number with the label “Lender Credits” provided that, if no such amount is disclosed, the amount must be blank.

(7) *Item descriptions and ordering.* The items listed as other costs pursuant to this paragraph (g) shall be labeled using terminology that describes each item.

(i) The items prescribed in paragraphs (g)(1)(i) and (ii), (g)(2)(i) through (iv), and (g)(3)(i) through (iii) of this section must be listed in the order prescribed as the initial items under the applicable subheading, with any additional items to follow.

(ii) All additional items must be listed in alphabetical order under the applicable subheading.

(8) *Use of addenda.* An addendum to a form of disclosures prescribed by this section may not be used for items required to be disclosed by this paragraph (g). If the creditor is not able to itemize all of the charges described in this paragraph (g) in the number of lines provided by paragraphs (g)(2)(vi), (3)(v), or (4)(iii) of this section, the remaining charges shall be disclosed as an aggregate amount in the last line permitted under paragraphs (g)(2)(vi), (3)(v), or (4)(iii), as applicable, using the label “Additional Charges.”

(h) *Calculating cash to close.* (1) *For all transactions.* Under the master heading “Closing Cost Details,” under the heading “Calculating Cash to Close,” the total amount of cash or other funds that must be provided by the consumer at consummation, with an itemization of that amount into the following component amounts:

(i) *Total closing costs.* The amount disclosed under paragraph (g)(6) of this section, disclosed as a positive number, labeled “Total Closing Costs”;

(ii) *Closing costs to be financed.* The amount of any closing costs to be paid out of loan proceeds, disclosed as a negative number, labeled “Closing Costs Financed (Paid from your Loan Amount)”;

(iii) *Downpayment and other funds from borrower.* Labeled “Down Payment/Funds from Borrower”:

(A) In a purchase transaction as defined in paragraph (a)(9)(i) of this section, the amount of the difference between the purchase price of the property and the principal amount of the loan, disclosed as a positive number; or

(B) In all transactions other than purchase transactions as defined in paragraph (a)(9)(i) of this section, the estimated funds from the consumer as determined in accordance with paragraph (h)(1)(v) of this section;

(iv) *Deposit.* (A) In a purchase transaction as defined in paragraph (a)(9)(i) of this section, the amount that is paid to the seller or held in trust or escrow by an attorney or other party under the terms of the agreement for the sale of the property, disclosed as a negative number, labeled “Deposit”;

(B) In all transactions other than purchase transactions as defined in paragraph (a)(9)(i) of this section, the amount of \$0, labeled “Deposit”;

(v) *Funds for borrower.* The amount of funds for the consumer, labeled “Funds for Borrower.” The amount of funds from the consumer disclosed under paragraph (h)(1)(iii)(B) of this section, and of funds for the consumer disclosed under this paragraph (h)(1)(v) of this section, are determined by subtracting the principal amount of the credit extended (excluding any

amount disclosed pursuant to paragraph (h)(1)(ii) of this section) from the total amount of all existing debt being satisfied in the transaction (except to the extent the satisfaction of such existing debt is disclosed under paragraph (g) of this section);

(A) If the calculation under this paragraph (h)(1)(v) yields an amount that is a positive number, such amount is disclosed under paragraph (h)(1)(iii)(B) of this section, and \$0 is disclosed under this paragraph (h)(1)(v);

(B) If the calculation under this paragraph (h)(1)(v) yields an amount that is a negative number, such amount is disclosed under this paragraph (h)(1)(v) as a negative number, and \$0 is disclosed under paragraph (h)(1)(iii)(B) of this section;

(C) If the calculation under this paragraph (h)(1)(v) of this section yields \$0, then \$0 is disclosed under paragraphs (h)(1)(iii)(B) and paragraph (h)(1)(v) of this section;

(vi) *Seller credits.* The total amount that the seller will pay for total loan costs as determined by paragraph (f)(4) of this section and total other costs as determined by paragraph (g)(5) of this section, to the extent known, disclosed as a negative number, labeled “Seller Credits”;

(vii) *Adjustments and other credits.* The amount of all loan costs determined pursuant to paragraph (f) and other costs determined pursuant to paragraph (g) that are paid by persons other than the loan originator, creditor, consumer, or seller, together with any other amounts that are required to be paid by the consumer at closing pursuant to a purchase and sale contract, disclosed as a negative number, labeled “Adjustments and Other Credits”; and

(viii) *Estimated Cash to Close.* The sum of the amounts disclosed under paragraphs (h)(1)(i) through (vii) labeled “Cash to Close.”

(2) *Optional alternative calculating cash to close table for transactions without a seller.*

For transactions that do not involve a seller, instead of the table described in paragraph (h)(1) above, the creditor may alternatively provide, in a separate table, under the master heading “Closing Cost Details,” under the heading “Calculating Cash to Close,” the total amount of cash or other funds that must be provided by the consumer at consummation with an itemization of that amount into the following component amounts:

(i) *Loan amount.* The amount disclosed under paragraph (b)(1) of this section, labeled “Loan Amount”;

(ii) *Total closing costs.* The amount disclosed under paragraph (g)(6) of this section, disclosed as a negative number, labeled “Total Closing Costs”;

(iii) *Payoffs and payments.* The total amount of payoffs and payments to be made to third parties not otherwise disclosed pursuant to paragraphs (f) and (g) of this section, disclosed as a negative number, labeled “Total Payoffs and Payments”;

(iv) *Cash to or from consumer.* The amount of cash or other funds due from or to the consumer and a statement of whether the disclosed estimated amount is due from or to the consumer, calculated by the sum of the amounts disclosed under paragraphs (h)(2)(i) through (iii), labeled “Cash to Close”; and

(v) *Closing costs financed.* The sum of the amounts disclosed under paragraphs (h)(2)(i) and (iii) of this section, but only to the extent that the sum is greater than zero and less than or equal to the sum disclosed under paragraph (g)(6) of this section, labeled “Closing Costs Financed (Paid from your Loan Amount).”

(i) *Adjustable payment table.* If the periodic principal and interest payment may change after consummation but not based on an adjustment to the interest rate, or if the transaction is a seasonal payment product as described in paragraph (a)(10)(ii)(E) of this section, a separate table

under the master heading “Closing Cost Details” required by paragraph (f) of this section and under the heading “Adjustable Payment (AP) Table” that contains the following information and satisfies the following requirements:

(1) *Interest only payments.* Whether the transaction is an interest only product pursuant to paragraph (a)(10)(ii)(B) of this section as an affirmative or negative answer to the question “Interest Only Payments?” and, if an affirmative answer is disclosed, the period during which interest only periodic payments are scheduled.

(2) *Optional payments.* Whether the terms of the legal obligation expressly provide that the consumer may elect to pay a specified periodic principal and interest payment in an amount other than the scheduled amount of the payment, as an affirmative or negative answer to the question “Optional Payments?” and, if an affirmative answer is disclosed, the period during which the consumer may elect to make such payments.

(3) *Step payments.* Whether the transaction is a step payment product pursuant to paragraph (a)(10)(ii)(C) of this section as an affirmative or negative answer to the question “Step Payments?” and, if an affirmative answer is disclosed, the period during which the regular periodic payments are scheduled to increase.

(4) *Seasonal payments.* Whether the transaction is a seasonal payment product pursuant to paragraph (a)(10)(ii)(E) of this section as an affirmative or negative answer to the question “Seasonal Payments?” and, if an affirmative answer is disclosed, the period during which periodic payments are not scheduled.

(5) *Principal and interest payments.* Under the subheading “Principal and Interest Payments,” which subheading is immediately preceded by the applicable unit-period, the following information:

(i) The number of the payment of the first periodic principal and interest payment that may change under the terms of the legal obligation disclosed under this paragraph (i), counting from the first periodic payment due after consummation, and the amount or range of the periodic principal and interest payment for such payment, labeled “First Change/Amount”;

(ii) The frequency of subsequent changes to the periodic principal and interest payment, labeled “Subsequent Changes”; and

(iii) The maximum periodic principal and interest payment that may occur during the term of the transaction, and the first periodic principal and interest payment that can reach such maximum, counting from the first periodic payment due after consummation, labeled “Maximum Payment.”

(j) *Adjustable interest rate table.* If the interest rate may increase after consummation, a separate table under the master heading “Closing Cost Details” required by paragraph (f) of this section and under the heading “Adjustable Interest Rate (AIR) Table” that contains the following information and satisfies the following requirements:

(1) *Index and margin.* If the interest rate may adjust and the product type is not a “Step Rate” under paragraph (a)(10)(i)(B) of this section, the index upon which the adjustments to the interest rate are based and the margin that is added to the index to determine the interest rate, if any, labeled “Index + Margin.”

(2) *Increases in interest rate.* If the product type is a “Step Rate” and not also an “Adjustable Rate” under paragraph (a)(10)(i)(A) of this section, the maximum amount of any adjustments to the interest rate that are scheduled and pre-determined, labeled “Interest Rate Adjustments.”

(3) *Initial interest rate.* The interest rate at consummation of the loan transaction, labeled

“Initial Interest Rate.”

(4) *Minimum and maximum interest rate.* The minimum and maximum interest rates for the loan, after any introductory period expires, labeled “Minimum/Maximum Interest Rate.”

(5) *Frequency of adjustments.* The following information, under the subheading “Change Frequency”:

(i) The month when the interest rate after consummation may first change, calculated from the date interest for the first scheduled periodic payment begins to accrue, labeled “First Change”; and

(ii) The frequency of interest rate adjustments after the initial adjustment to the interest rate, labeled, “Subsequent Changes.”

(6) *Limits on interest rate changes.* The following information, under the subheading “Limits on Interest Rate Changes”:

(i) The maximum possible change for the first adjustment of the interest rate after consummation, labeled “First Change”; and

(ii) The maximum possible change for subsequent adjustments of the interest rate after consummation, labeled “Subsequent Changes.”

(k) *Contact information.* Under the master heading, “Additional Information About This Loan,” the following information:

(1) The name and Nationwide Mortgage Licensing System and Registry identification number (NMLSR ID) (labeled “NMLS ID/License ID”) for the creditor (labeled “Lender”) and the mortgage broker (labeled “Mortgage Broker”), if any. In the event the creditor or the mortgage broker has not been assigned an NMLSR ID, the license number or other unique identifier issued by the applicable jurisdiction or regulating body with which the creditor or

mortgage broker is licensed and/or registered shall be disclosed, with the abbreviation for the State of the applicable jurisdiction or regulatory body stated before the word “License” in the label, if any;

(2) The name and NMLSR ID of the individual loan officer (labeled “Loan Officer” and “NMLS ID/License ID,” respectively) of the creditor and the mortgage broker, if any, who is the primary contact for the consumer. In the event the individual loan officer has not been assigned an NMLSR ID, the license number or other unique identifier issued by the applicable jurisdiction or regulating body with which the loan officer is licensed and/or registered shall be disclosed with the abbreviation for the State of the applicable jurisdiction or regulatory body stated before the word “License” in the label, if any; and

(3) The email address and telephone number of the loan officer (labeled “Email” and “Phone,” respectively).

(1) *Comparisons.* Under the master heading, “Additional Information About This Loan” required by paragraph (k) of this section, in a separate table under the heading “Comparisons” along with the statement “Use these measures to compare this loan with other loans”:

(1) *In five years.* Using the label “In 5 Years”:

(i) The total principal, interest, mortgage insurance, and loan costs scheduled to be paid through the end of the 60th month after the due date of the first periodic payment, expressed as a dollar amount, along with the statement “Total you will have paid in principal, interest, mortgage insurance, and loan costs”; and

(ii) The principal scheduled to be paid through the end of the 60th month after the due date of the first periodic payment, expressed as a dollar amount, along with the statement “Principal you will have paid off.”

(2) *Annual percentage rate.* The “Annual Percentage Rate,” using that term and the abbreviation “APR” and expressed as a percentage, and the following statement: “Your costs over the loan term expressed as a rate. This is not your interest rate.”

(3) *Total interest percentage.* The total amount of interest that the consumer will pay over the life of the loan, expressed as a percentage of the amount of credit extended, using the term “Total Interest Percentage,” the abbreviation “TIP,” and the statement “The total amount of interest that you will pay over the loan term as a percentage of your loan amount.”

(m) *Other considerations.* Under the master heading “Additional Information About This Loan” required by paragraph (k) of this section and under the heading “Other Considerations”:

(1) *Appraisal.* For transactions subject to 15 U.S.C. 1639h or 1691(e), as implemented in this part or Regulation B, 12 CFR part 1002, respectively, a statement, labeled “Appraisal,” that:

(i) The creditor may order an appraisal to determine the value of the property identified in paragraph (a)(6) of this section and may charge the consumer for that appraisal;

(ii) The creditor will promptly provide the consumer a copy of any appraisal, even if the transaction is not consummated; and

(iii) The consumer may choose to pay for an additional appraisal of the property for the consumer’s use.

(2) *Assumption.* A statement of whether a subsequent purchaser of the property may be permitted to assume the remaining loan obligation on its original terms, labeled “Assumption.”

(3) *Homeowner’s insurance.* At the option of the creditor, a statement that homeowner’s insurance is required on the property and that the consumer may choose the insurance provider, labeled “Homeowner’s Insurance.”

(4) *Late payment.* A statement detailing any charge 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.”

(5) *Refinance*. The following statement, labeled “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.”

(6) *Servicing*. A statement of whether the creditor intends to service the loan or transfer the loan to another servicer, labeled “Servicing.”

(7) *Liability after foreclosure*. If the purpose of the credit transaction is to refinance an extension of credit as described in paragraph (a)(9)(ii) of this section, a brief statement that certain State law protections against liability for any deficiency after foreclosure may be lost, the potential consequences of the loss of such protections, and a statement that the consumer should consult an attorney for additional information, labeled “Liability after Foreclosure.”

(n) *Signature statement*. (1) At the creditor’s option, under the master heading required by paragraph (k) of this section and under the heading “Confirm Receipt,” a line for the signatures of the consumers in the transaction. If the creditor includes a line for the consumer’s signature, the creditor must disclose the following above the signature line: “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.”

(2) If the creditor does not include a line for the consumer’s signature, the creditor must disclose the following statement under the heading “Other Considerations” required by paragraph (m) of this section, labeled “Loan Acceptance”: “You do not have to accept this loan because you have received this form or signed a loan application.”

(o) *Form of disclosures.* (1) *General requirements.* (i) The creditor shall make the disclosures required by this section clearly and conspicuously in writing, in a form that the consumer may keep. The disclosures also shall be grouped together and segregated from everything else.

(ii) Except as provided in paragraph (o)(5) of this section, the disclosures shall contain only the information required by paragraphs (a) through (n) of this section and shall be made in the same order, and positioned relative to the master headings, headings, subheadings, labels, and similar designations in the same manner, as shown in form H-24, set forth in appendix H to this part.

(2) *Headings and labels.* If a master heading, heading, subheading, label, or similar designation contains the word “estimated” or a capital letter designation in form H-24, set forth in appendix H to this part, that heading, label, or similar designation shall contain the word “estimated” and the applicable capital letter designation.

(3) *Form.* Except as provided in paragraph (o)(5) of this section: (i) For a transaction subject to § 1026.19(e) that is a federally related mortgage loan, as defined in Regulation X, 12 CFR 1024.2, the disclosures must be made using form H-24, set forth in appendix H to this part.

(ii) For any other transaction subject to this section, the disclosures must be made with headings, content, and format substantially similar to form H-24, set forth in appendix H to this part.

(iii) The disclosures required by this section may be provided to the consumer in electronic form, subject to compliance with the consumer consent and other applicable provisions of the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 *et seq.*).

(4) *Rounding.* (i) *Nearest dollar.* (A) The dollar amounts required to be disclosed by paragraphs (b)(6) and (7), (c)(1)(iii), (c)(2)(ii) and (iii), (c)(4)(ii), (f), (g), (h), (i), and (l) of this section shall be rounded to the nearest whole dollar, except that the per diem amount required to be disclosed by paragraph (g)(2)(iii) of this section and the monthly amounts required to be disclosed by paragraphs (g)(3)(i) through (iv) of this section shall not be rounded.

(B) The dollar amount required to be disclosed by paragraph (b)(1) of this section shall not be rounded, and if the amount is a whole number then the amount disclosed shall be truncated at the decimal point.

(C) The dollar amounts required to be disclosed by paragraph (c)(2)(iv) of this section shall be rounded to the nearest whole dollar, if any of the component amounts are required by paragraph (o)(4)(i)(A) of this section to be rounded to the nearest whole dollar.

(ii) *Percentages.* The percentage amounts required to be disclosed under paragraphs (b)(2) and (6), (f)(1)(i), (g)(2)(iii), (j), and (l)(3) of this section shall not be rounded and shall be disclosed up to two or three decimal places. The percentage amount required to be disclosed under paragraph (l)(2) of this section shall be disclosed up to three decimal places. If the amount is a whole number then the amount disclosed shall be truncated at the decimal point.

(5) *Exceptions.* (i) *Unit-period.* Wherever the form or this section uses “monthly” to describe the frequency of any payments or uses “month” to describe the applicable unit-period, the creditor shall substitute the appropriate term to reflect the fact that the transaction’s terms provide for other than monthly periodic payments, such as bi-weekly or quarterly payments.

(ii) *Translation.* The form may be translated into languages other than English, and creditors may modify form H-24 of appendix H to this part to the extent that translation prevents the headings, labels, designations, and required disclosure items under this section from fitting in

the space provided on form H-24.

(iii) *Logo or slogan.* The creditor providing the form may use a logo for, and include a slogan with, the information required by paragraph (a)(3) of this section in any font size or type, provided that such logo or slogan does not cause the information required by paragraph (a)(3) of this section to exceed the space provided for that information, as illustrated in form H-24 of appendix H to this part. If the creditor does not use a logo for the information required by paragraph (a)(3) of this section, the information shall be disclosed in a similar format as form H-24.

(iv) *Business card.* The creditor may physically attach a business card over the information required to be disclosed by paragraph (a)(3) of this section.

(v) *Administrative information.* The creditor may insert at the bottom of each page under the disclosures required by this section as illustrated by form H-24 of appendix H to this part, any administrative information, text, or codes that assist in identification of the form or the information disclosed on the form, provided that the space provided on form H-24 of appendix H to this part for any of the information required by this section is not altered.

20. New § 1026.38 is added to read as follows:

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

For each transaction subject to § 1026.19(f), the creditor shall disclose the information in this section:

(a) *General information.* (1) *Form title.* The title of the form, “Closing Disclosure,” using that term.

(2) *Form purpose.* The following statement: “This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.”

(3) *Closing information.* Under the heading “Closing Information”:

(i) *Date issued.* The date the disclosures required by this section are delivered to the consumer, labeled “Date Issued.”

(ii) *Closing date.* The date of consummation, labeled “Closing Date.”

(iii) *Disbursement date.* The date the amounts disclosed pursuant to paragraphs (j)(3)(iii) and (k)(3)(iii) of this section are expected to be paid in a purchase transaction under § 1026.37(a)(9)(i) to the consumer and seller, respectively, as applicable, or the date the amounts disclosed pursuant to paragraphs (j)(2)(iii) or (t)(5)(vii)(B) of this section are expected to be paid to the consumer or a third party in a transaction that is not a purchase transaction under § 1026.37(a)(9)(i), labeled “Disbursement Date.”

(iv) *Settlement agent.* The name of the settlement agent conducting the closing, labeled “Settlement Agent.”

(v) *File number.* The number assigned to the transaction by the settlement agent for identification purposes, labeled “File #.”

(vi) *Property.* The address or location of the property required to be disclosed under § 1026.37(a)(6), labeled “Property.”

(vii) *Sale price.* (A) In credit transactions where there is a seller, the contract sale price of the property identified in paragraph (a)(3)(vi) of this section, labeled “Sale Price.”

(B) In credit transactions where there is no seller, the appraised value of the property identified in paragraph (a)(3)(vi) of this section, labeled “Appraised Prop. Value.”

(4) *Transaction information.* Under the heading “Transaction Information”:

(i) *Borrower.* The consumer’s name and mailing address, labeled “Borrower.”

(ii) *Seller.* Where applicable, the seller’s name and mailing address, labeled “Seller.”

(iii) *Lender*. The name of the creditor making the disclosure, labeled “Lender.”

(5) *Loan information*. Under the heading “Loan Information”:

(i) *Loan term*. The information required to be disclosed under § 1026.37(a)(8), labeled “Loan Term.”

(ii) *Purpose*. The information required to be disclosed under § 1026.37(a)(9), labeled “Purpose.”

(iii) *Product*. The information required to be disclosed under § 1026.37(a)(10), labeled “Product.”

(iv) *Loan type*. The information required to be disclosed under § 1026.37(a)(11), labeled “Loan Type.”

(v) *Loan identification number*. The information required to be disclosed under § 1026.37(a)(12), labeled “Loan ID #.”

(vi) *Mortgage insurance case number*. The case number for any mortgage insurance policy, if required by the creditor, labeled “MIC #.”

(b) *Loan terms*. A separate table under the heading “Loan Terms” that includes the information required by § 1026.37(b).

(c) *Projected payments*. A separate table, under the heading “Projected Payments,” that includes and satisfies the following information and requirements:

(1) *Projected payments or range of payments*. The information required to be disclosed pursuant to § 1026.37(c)(1) through (4), other than § 1026.37(c)(4)(vi). In disclosing estimated escrow payments as described in § 1026.37(c)(2)(iii) and (4)(ii), the amount disclosed on the Closing Disclosure:

(i) For transactions subject to RESPA, is determined under the escrow account analysis

described in Regulation X, 12 CFR 1024.17;

(ii) For transactions not subject to RESPA, may be determined under the escrow account analysis described in Regulation X, 12 CFR 1024.17 or in the manner set forth in § 1026.37(c)(5).

(2) *Estimated taxes, insurance, and assessments.* A reference to the disclosure required by paragraph (1)(7) of this section.

(d) *Costs at closing.* (1) *Costs at closing table.* In a separate table, under the heading “Costs at Closing”:

(i) Labeled “Closing Costs,” the sum of the dollar amounts disclosed pursuant to paragraphs (f)(4), (g)(5), and (h)(3) of this section, together with:

(A) A statement that the amount disclosed pursuant to paragraph (d)(1)(i) of this section includes the amounts disclosed pursuant to paragraphs (f)(4), (g)(5), and (h)(3) of this section;

(B) The dollar amount disclosed pursuant to paragraph (f)(4) of this section, labeled “Loan Costs”;

(C) The dollar amount disclosed pursuant to paragraph (g)(5) of this section, labeled “Other Costs”;

(D) The dollar amount disclosed pursuant to paragraph (h)(3) of this section, labeled “Lender Credits”; and

(E) A statement referring the consumer to the tables disclosed pursuant to paragraphs (f) and (g) of this section for details.

(ii) Labeled “Cash to Close,” the sum of the dollar amounts calculated in accordance with paragraph (i)(9)(ii) of this section, together with:

(A) A statement that the amount disclosed pursuant to paragraph (d)(1)(ii) of this section

includes the amount disclosed pursuant to paragraph (d)(1)(i) of this section; and

(B) A statement referring the consumer to the table required pursuant to paragraph (i) of this section for details.

(2) *Alternative table for transactions without a seller.* For transactions that do not involve a seller and where the creditor disclosed the optional alternative table pursuant to § 1026.37(d)(2), the creditor shall disclose, with the label “Cash to Close,” instead of the sum of the dollar amounts described in paragraph (d)(1)(ii) of this section:

- (i) The amount calculated in accordance with paragraph (e)(5)(ii) of this section;
- (ii) A statement of whether the disclosed amount is due from or to the consumer; and
- (iii) A statement referring the consumer to the table required pursuant to paragraph (e) of this section for details.

(e) *Alternative calculating cash to close table for transactions without a seller.* For transactions that do not involve a seller and where the creditor disclosed the optional alternative table pursuant to § 1026.37(h)(2), the creditor shall disclose, instead of the table described in paragraph (i) of this section, in a separate table, under the heading “Calculating Cash to Close,” together with the statement “Use this table to see what has changed from your Loan Estimate”:

(1) *Loan amount.* Labeled “Loan Amount:”

(i) Under the subheading “Loan Estimate,” the loan amount disclosed on the Loan Estimate under § 1026.37(b)(1);

(ii) Under the subheading “Final,” the loan amount disclosed under paragraph (b) of this section;

(iii) Disclosed more prominently than the other disclosures under paragraph (e)(1)(i) and (ii) of this section, under the subheading “Did this change?”:

(A) If the amount disclosed under paragraph (e)(1)(ii) of this section is different than the amount disclosed under paragraph (e)(1)(i) of this section (unless the difference is due to rounding), a statement of that fact along with a statement of whether this amount increased or decreased; or

(B) If the amount disclosed under paragraph (e)(1)(i) of this section is equal to the amount disclosed under paragraph (e)(1)(ii) of this section a statement of that fact.

(2) *Total closing costs.* Labeled “Total Closing Costs”:

(i) Under the subheading “Loan Estimate,” the amount disclosed on the Loan Estimate under § 1026.37(h)(2)(ii);

(ii) Under the subheading “Final,” the amount disclosed under paragraph (h)(1) of this section, disclosed as a negative number; and

(iii) Disclosed more prominently than the other disclosures under this paragraph (e)(2)(i) and (ii) of this section, under the subheading “Did this change?”:

(A) If the amount disclosed under paragraph (e)(2)(ii) of this section is different than the amount disclosed under paragraph (e)(2)(i) of this section (unless the difference is due to rounding):

(1) A statement of that fact;

(2) If the difference in the amounts disclosed under paragraphs (e)(2)(i) and (e)(2)(ii) is attributable to differences in itemized charges that are included in either or both subtotals, a statement that the consumer should see the total loan costs and total other costs subtotals disclosed under paragraphs (f)(4) and (g)(5) of this section (together with references to such disclosures), as applicable; and

(3) If the increase exceeds the limitations on increases in closing costs under

§ 1026.19(e)(3), a statement that such increase exceeds the legal limits by the dollar amount of the excess and if any refund is provided pursuant to § 1026.19(f)(2)(v), a statement directing the consumer to the disclosure required under paragraph (h)(3) of this section. Such dollar amount shall equal the sum total of all excesses of the limitations on increases in closing costs under § 1026.19(e)(3), taking into account the different methods of calculating excesses of the limitations on increases in closing costs under § 1026.19(e)(3)(i) and (ii).

(B) If the amount disclosed under paragraph (e)(2)(i) of this section is equal to the amount disclosed under paragraph (e)(2)(ii) of this section, a statement of that fact.

(3) *Closing costs paid before closing.* Labeled “Closing Costs Paid Before Closing:”

(i) Under the subheading “Loan Estimate,” the amount of \$0;

(ii) Under the subheading “Final,” any amount designated as borrower-paid before closing under paragraph (h)(2) of this section, disclosed as a positive number; and

(iii) Disclosed more prominently than the other disclosures under this paragraph (e)(3)(i) and (ii) of this section, under the subheading “Did this change?”:

(A) If the amount disclosed under paragraph (e)(3)(ii) of this section is different than the amount disclosed under paragraph (e)(3)(i) of this section (unless the difference is due to rounding), a statement of that fact along with a statement that the consumer included the closing costs in the loan amount, which increased the loan amount; or

(B) If the amount disclosed under paragraph (e)(3)(ii) of this section is equal to the amount disclosed under paragraph (e)(3)(i) of this section, a statement of that fact.

(4) *Payoffs and payments.* Labeled “Total Payoffs and Payments,”

(i) Under the subheading “Loan Estimate,” the total payoffs and payments disclosed on the Loan Estimate under § 1026.37(h)(2)(iii);

(ii) Under the subheading “Final,” the total amount of payoffs and payments made to third parties not otherwise disclosed pursuant to paragraph (t)(5)(vii)(B) of this section, to the extent known, disclosed as a negative number;

(iii) Disclosed more prominently than the other disclosures under this paragraph (e)(4)(i) and (ii), under the subheading “Did this change?”:

(A) If the amount disclosed under paragraph (e)(4)(ii) of this section is different than the amount disclosed under paragraph (e)(4)(i) of this section (unless the difference is due to rounding), a statement of that fact along with a reference to the table disclosed under paragraph (t)(5)(vii)(B) of this section; or

(B) If the amount disclosed under paragraph (e)(4)(ii) of this section is equal to the amount disclosed under paragraph (e)(4)(i) of this section, a statement of that fact.

(5) *Cash to or from consumer.* Labeled “Cash to Close:”

(i) Under the subheading “Loan Estimate,” the estimated cash to close on the Loan Estimate together with the statement of whether the estimated amount is due from or to the consumer as disclosed under § 1026.37(h)(2)(iv);

(ii) Under the subheading “Final,” the amount due from or to the consumer, calculated by the sum of the amounts disclosed under paragraphs (e)(1)(ii), (e)(2)(ii), (e)(3)(ii) and (e)(4)(ii), disclosed as a positive number, together with a statement of whether the disclosed amount is due from or to the consumer.

(6) *Closing costs financed.* Labeled “Closing Costs Financed (Paid from your Loan Amount),” the sum of the amounts disclosed under paragraphs (e)(1)(ii) and (e)(4)(ii), but only to the extent that the sum is greater than zero and less than or equal to the sum disclosed under paragraph (h)(1) of this section minus the sum disclosed under paragraph (h)(2) of this section

designated borrower-paid before closing.

(f) *Closing cost details; loan costs.* Under the master heading “Closing Cost Details” with columns stating whether the charge was borrower-paid at or before closing, seller-paid at or before closing, or paid by others, all loan costs associated with the transaction, listed in a table under the heading “Loan Costs.” The table shall contain the items and amounts listed under four subheadings, described in paragraphs (f)(1) through (5) of this section.

(1) *Origination charges.* Under the subheading “Origination Charges,” and in the applicable columns as described in paragraph (f) of this section, an itemization of each amount paid for charges described in § 1026.37(f)(1), the amount of compensation paid by the creditor to a third-party loan originator along with the name of the loan originator ultimately receiving the payment, and the total of all such itemized amounts that are designated borrower-paid at or before closing.

(2) *Services borrower did not shop for.* Under the subheading “Services Borrower Did Not Shop For” and in the applicable columns as described in paragraph (f) of this section, an itemization of the services and corresponding costs for each of the settlement services required by the creditor for which the consumer did not shop in accordance with § 1026.19(e)(1)(vi)(A) and that are provided by persons other than the creditor or mortgage broker, the name of the person ultimately receiving the payment for each such amount, and the total of all such itemized amounts that are designated borrower-paid at or before closing. Items that were disclosed pursuant to § 1026.37(f)(3) must be disclosed under this paragraph (f)(2) if the consumer was provided a written list of settlement service providers under § 1026.19(e)(1)(vi)(C) and the consumer selected a settlement service provider contained on that written list.

(3) *Services borrower did shop for.* Under the subheading “Services Borrower Did Shop

For” and in the applicable column as described in paragraph (f) of this section, an itemization of the services and corresponding costs for each of the settlement services required by the creditor for which the consumer shopped in accordance with § 1026.19(e)(1)(vi)(A) and that are provided by persons other than the creditor or mortgage broker, the name of the person ultimately receiving the payment for each such amount, and the total of all such itemized costs that are designated borrower-paid at or before closing. Items that were disclosed pursuant to § 1026.37(f)(3) must be disclosed under this paragraph (f)(3) if the consumer was provided a written list of settlement service providers under § 1026.19(e)(1)(vi)(C) and the consumer did not select a settlement service provider contained on that written list.

(4) *Total loan costs.* Under the subheading “Total Loan Costs (Borrower-Paid),” the sum of the amounts disclosed as borrower-paid pursuant to paragraph (f)(5) of this section.

(5) *Subtotal of loan costs.* The sum of loan costs, calculated by totaling the amounts described in paragraphs (f)(1), (2), and (3) of this section for costs designated borrower-paid at or before closing, labeled “Loan Costs Subtotals.”

(g) *Closing cost details; other costs.* Under the master heading “Closing Cost Details” disclosed pursuant to paragraph (f) of this section, with columns stating whether the charge was borrower-paid at or before closing, seller-paid at or before closing, or paid by others, all costs in connection with the transaction, other than those disclosed under paragraph (f) of this section, listed in a table with a heading disclosed as “Other Costs.” The table shall contain the items and amounts listed under five subheadings, described in paragraphs (g)(1) through (6) of this section.

(1) *Taxes and other government fees.* Under the subheading “Taxes and Other Government Fees,” and in the applicable column as described in paragraph (g) of this section, an itemization of each amount that is expected to be paid to State and local governments for taxes

and government fees and the total of all such itemized amounts that are designated borrower-paid at or before closing, as follows:

(i) Recording fees and the amounts paid in the applicable columns; and

(ii) An itemization of transfer taxes, with the name of the government entity assessing the transfer tax.

(2) *Prepays*. Under the subheading “Prepays” and in the applicable column as described in paragraph (g) of this section, an itemization of each amount for charges described in § 1026.37(g)(2), the name of the person ultimately receiving the payment or government entity assessing the property tax, provided that the person ultimately receiving the payment need not be disclosed for the disclosure required by § 1026.37(g)(2)(iii) when disclosed pursuant to this paragraph, and the total of all such itemized amounts that are designated borrower-paid at or before closing.

(3) *Initial escrow payment at closing*. Under the subheading “Initial escrow payment at closing” and in the applicable column as described in paragraph (g) of this section, an itemization of each amount for charges described in § 1026.37(g)(3), the applicable aggregate adjustment pursuant to 12 CFR 1024.17(d)(2) along with the label “aggregate adjustment,” and the total of all such itemized amounts that are designated borrower-paid at or before closing.

(4) *Other*. Under the subheading “Other” and in the applicable column as described in paragraph (g) of this section, an itemization of each amount for charges in connection with the transaction that are in addition to the charges disclosed under paragraphs (f) and (g)(1) through (3) for services that are required or obtained in the real estate closing by the consumer, the seller, or other party, the name of the person ultimately receiving the payment, and the total of all such itemized amounts that are designated borrower-paid at or before closing.

(i) For any cost that is a component of title insurance services, the introductory description “Title – ” shall appear at the beginning of the label for that actual cost.

(ii) The parenthetical description “(optional)” shall appear at the end of the label for costs designated borrower-paid at or before closing for any premiums paid for separate insurance, warranty, guarantee, or event-coverage products.

(5) *Total other costs.* Under the subheading “Total Other Costs (Borrower-Paid),” the sum of the amounts disclosed as borrower-paid pursuant to paragraph (g)(6) of this section.

(6) *Subtotal of costs.* The sum of other costs, calculated by totaling the costs disclosed in paragraphs (g)(1) through (4) of this section designated borrower-paid at or before closing, labeled “Other Costs Subtotals.”

(h) *Closing cost totals.* (1) The sum of the costs disclosed as borrower-paid pursuant to paragraph (h)(2) of this section and the amount disclosed in paragraph (h)(3) of this section, under the subheading “Total Closing Costs (Borrower-Paid).”

(2) The sum of the amounts disclosed in paragraphs (f)(5) and (g)(6) of this section, designated borrower-paid at or before closing, and the sum of the costs designated seller-paid at or before closing or paid by others disclosed pursuant to paragraphs (f) and (g) of this section, labeled “Closing Costs Subtotals.”

(3) The amount described in § 1026.37(g)(6)(ii) as a negative number, labeled “Lender Credits” and designated borrower-paid at closing, and if a refund is provided pursuant to § 1026.19(f)(2)(v), a statement that this amount includes a credit for an amount that exceeds the limitations on increases in closing costs under § 1026.19(e)(3), and the amount of such credit under § 1026.19(f)(2)(v).

(4) The services and costs disclosed pursuant to paragraphs (f) and (g) of this section on

the Closing Disclosure shall be labeled using terminology that describes the item disclosed, in a manner that is consistent with the descriptions or prescribed labels, as applicable, used for such items on the Loan Estimate pursuant to § 1026.37. The creditor must also list the items on the Closing Disclosure in the same sequential order as on the Loan Estimate pursuant to § 1026.37.

(i) *Calculating cash to close.* In a separate table, under the heading “Calculating Cash to Close,” together with the statement “Use this table to see what has changed from your Loan Estimate”:

(1) *Total closing costs.* (i) Under the subheading “Loan Estimate,” the “Total Closing Costs” disclosed on the Loan Estimate under § 1026.37(h)(1)(i), labeled using that term.

(ii) Under the subheading “Final,” the amount disclosed under paragraph (h)(1) of this section.

(iii) Under the subheading “Did this change?,” disclosed more prominently than the other disclosures under this paragraph (i)(1):

(A) If the amount disclosed under paragraph (i)(1)(ii) of this section is different than the amount disclosed under paragraph (i)(1)(i) of this section (unless the difference is due to rounding):

(1) A statement of that fact;

(2) If the difference in the “Total Closing Costs” is attributable to differences in itemized charges that are included in either or both subtotals, a statement that the consumer should see the total loan costs and total other costs subtotals disclosed under paragraphs (f)(4) and (g)(5) of this section (together with references to such disclosures), as applicable; and

(3) If the increase exceeds the limitations on increases in closing costs under § 1026.19(e)(3), a statement that such increase exceeds the legal limits by the dollar amount of

the excess, and if any refund is provided pursuant to § 1026.19(f)(2)(v), a statement directing the consumer to the disclosure required under paragraph (h)(3) of this section. Such dollar amount shall equal the sum total of all excesses of the limitations on increases in closing costs under § 1026.19(e)(3), taking into account the different methods of calculating excesses of the limitations on increases in closing costs under § 1026.19(e)(3)(i) and (ii).

(B) If the amount disclosed under paragraph (i)(1)(ii) of this section is equal to the amount disclosed under paragraph (i)(1)(i) of this section, a statement of that fact.

(2) *Closing costs paid before closing.* (i) Under the subheading “Loan Estimate,” the dollar amount “\$0,” labeled “Closing Costs Paid Before Closing.”

(ii) Under the subheading “Final,” the amount of “Total Closing Costs” disclosed under paragraph (h)(2) of this section and designated as borrower-paid before closing, stated as a negative number.

(iii) Under the subheading “Did this change?,” disclosed more prominently than the other disclosures under this paragraph (i)(2):

(A) If the amount disclosed under paragraph (i)(2)(ii) of this section is different than the amount disclosed under paragraph (i)(2)(i) of this section (unless the difference is due to rounding), a statement of that fact, along with a statement that the consumer paid such amounts prior to consummation of the transaction; or

(B) If the amount disclosed under paragraph (i)(2)(ii) of this section is equal to the amount disclosed under paragraph (i)(2)(i) of this section, a statement of that fact.

(3) *Closing costs financed.* (i) Under the subheading “Loan Estimate,” the amount disclosed under § 1026.37(h)(1)(ii), labeled “Closing Costs Financed (Paid from your Loan Amount).”

(ii) Under the subheading “Final,” the actual amount of the closing costs that are to be paid out of loan proceeds, if any, stated as a negative number.

(iii) Under the subheading “Did this change?,” disclosed more prominently than the other disclosures under this paragraph (i)(3):

(A) If the amount disclosed under paragraph (i)(3)(ii) of this section is different than the amount disclosed under paragraph (i)(3)(i) of this section (unless the difference is due to rounding), a statement of that fact, along with a statement that the consumer included the closing costs in the loan amount, which increased the loan amount; or

(B) If the amount disclosed under paragraph (i)(3)(ii) of this section is equal to the amount disclosed under paragraph (i)(3)(i) of this section, a statement of that fact.

(4) *Down payment/funds from borrower.* (i) Under the subheading “Loan Estimate,” the amount disclosed under § 1026.37(h)(1)(iii), labeled “Down Payment/Funds from Borrower.”

(ii) Under the subheading “Final”:

(A) In a transaction that is a purchase as defined in § 1026.37(a)(9)(i), the amount of the difference between the purchase price of the property and the principal amount of the credit extended, stated as a positive number, labeled “Down Payment/Funds from Borrower”; or

(B) In a transaction other than the type described in paragraph (i)(4)(ii)(A) of this section, the “Funds from Borrower” as determined in accordance with paragraph (i)(6)(iv) of this section, labeled “Down Payment/Funds from Borrower.”

(iii) Under the subheading “Did this change?,” disclosed more prominently than the other disclosures under this paragraph (i)(4):

(A) If the amount disclosed under paragraph (i)(4)(ii) of this section is different than the amount disclosed under paragraph (i)(4)(i) of this section (unless the difference is due to

rounding), a statement of that fact, along with a statement that the consumer increased or decreased this payment and that the consumer should see the details disclosed under paragraph (j)(1) or (j)(2) of this section, as applicable; or

(B) If the amount disclosed under paragraph (i)(4)(ii) of this section is equal to the amount disclosed under paragraph (i)(4)(i) of this section, a statement of that fact.

(5) *Deposit.* (i) Under the subheading “Loan Estimate,” the amount disclosed under § 1026.37(h)(1)(iv), labeled “Deposit.”

(ii) Under the subheading “Final,” the amount disclosed under paragraph (j)(2)(ii) of this section, stated as a negative number.

(iii) Under the subheading “Did this change?,” disclosed more prominently than the other disclosures under this paragraph (i)(5):

(A) If the amount disclosed under paragraph (i)(5)(ii) of this section is different than the amount disclosed under paragraph (i)(5)(i) of this section (unless the difference is due to rounding), a statement of that fact, along with a statement that the consumer increased or decreased this payment, as applicable, and that the consumer should see the details disclosed under paragraph (j)(2)(ii) of this section; or

(B) If the amount disclosed under paragraph (i)(5)(ii) of this section is equal to the amount disclosed under paragraph (i)(5)(i) of this section, a statement of that fact.

(6) *Funds for borrower.* (i) Under the subheading “Loan Estimate,” the amount disclosed under § 1026.37(h)(1)(v), labeled “Funds for Borrower.”

(ii) Under the subheading “Final,” the “Funds for Borrower,” labeled using that term, as determined in accordance with paragraph (i)(6)(iv) of this section.

(iii) Under the subheading “Did this change?,” disclosed more prominently than the other

disclosures under this paragraph (i)(6):

(A) If the amount disclosed under paragraph (i)(6)(ii) of this section is different than the amount disclosed under paragraph (i)(6)(i) of this section (unless the difference is due to rounding), a statement of that fact, along with a statement that the consumer's available funds from the loan amount have increased or decreased, as applicable; or

(B) If the amount disclosed under paragraph (i)(6)(ii) of this section is equal to the amount disclosed under paragraph (i)(6)(i) of this section, a statement of that fact.

(iv) The "Funds from Borrower" to be disclosed under paragraph (i)(4)(ii)(B) of this section and "Funds for Borrower" to be disclosed under paragraph (i)(6)(ii) of this section are determined by subtracting the principal amount of the credit extended (excluding any amount disclosed pursuant to paragraph (i)(3)(ii) of this section) from the total amount of all existing debt being satisfied in the real estate closing and disclosed under paragraph (j)(1)(v) of this section (except to the extent the satisfaction of such existing debt is disclosed under paragraph (g) of this section).

(A) If the calculation under this paragraph (i)(6)(iv) yields an amount that is a positive number, such amount shall be disclosed under paragraph (i)(4)(ii)(B) of this section, and \$0 shall be disclosed under paragraph (i)(6)(ii) of this section.

(B) If the calculation under this paragraph (i)(6)(iv) yields an amount that is a negative number, such amount shall be disclosed under paragraph (i)(6)(ii) of this section, stated as a negative number, and \$0 shall be disclosed under paragraph (i)(4)(ii)(B) of this section.

(C) If the calculation under this paragraph (i)(6)(iv) yields \$0, \$0 shall be disclosed under paragraph (i)(4)(ii)(B) of this section and under paragraph (i)(6)(ii) of this section.

(7) *Seller credits.* (i) Under the subheading "Loan Estimate," the amount disclosed under

§ 1026.37(h)(1)(vi), labeled “Seller Credits.”

(ii) Under the subheading “Final,” the amount disclosed under paragraph (j)(2)(v) of this section, stated as a negative number.

(iii) Under the subheading “Did this change?,” disclosed more prominently than the other disclosures under this paragraph (i)(7):

(A) If the amount disclosed under paragraph (i)(7)(ii) of this section is different than the amount disclosed under paragraph (i)(7)(i) of this section (unless the difference is due to rounding), a statement of that fact, along with a statement that the consumer should see the details disclosed under paragraph (j)(2)(v) of this section; or

(B) If the amount disclosed under paragraph (i)(7)(ii) of this section is equal to the amount disclosed under paragraph (i)(7)(i) of this section, a statement of that fact.

(8) *Adjustments and other credits.* (i) Under the subheading “Loan Estimate,” the amount disclosed on the Loan Estimate under § 1026.37(h)(1)(vii) rounded to the nearest whole dollar, labeled “Adjustments and Other Credits.”

(ii) Under the subheading “Final,” the amount equal to the total of the amounts disclosed under paragraphs (j)(1)(v) through (x) of this section reduced by the total of the amounts disclosed under paragraphs (j)(2)(vi) through (xi) of this section.

(iii) Under the subheading “Did this change?,” disclosed more prominently than the other disclosures under this paragraph (i)(8):

(A) If the amount disclosed under paragraph (i)(8)(ii) of this section is different than the amount disclosed under paragraph (i)(8)(i) of this section (unless the difference is due to rounding), a statement of that fact, along with a statement that the consumer should see the details disclosed under paragraphs (j)(1)(v) through (x) and (j)(2)(vi) through (xi) of this section;

or

(B) If the amount disclosed under paragraph (i)(8)(ii) of this section is equal to the amount disclosed under paragraph (i)(8)(i) of this section, a statement of that fact.

(9) *Cash to close.* (i) Under the subheading “Loan Estimate,” the amount disclosed on the Loan Estimate under § 1026.37(h)(1)(viii), labeled “Cash to Close” and disclosed more prominently than the other disclosures under this paragraph (i).

(ii) Under the subheading “Final,” the sum of the amounts disclosed under paragraphs (i)(1) through (i)(8) of this section under the subheading “Final,” and disclosed more prominently than the other disclosures under this paragraph (i).

(j) *Summary of borrower’s transaction.* Under the heading “Summaries of Transactions,” with a statement to “Use this table to see a summary of your transaction,” two separate tables are disclosed. The first table shall include, under the subheading “Borrower’s Transaction,” the following information and shall satisfy the following requirements:

(1) *Itemization of amounts due from borrower.* (i) The total amount due from the consumer at closing, calculated as the sum of items required to be disclosed by paragraph (j)(1)(ii) through (x) of this section, excluding items paid from funds other than closing funds as described in paragraph (j)(4)(i) of this section, labeled “Due from Borrower at Closing”;

(ii) The amount of the contract sales price of the property being sold in a purchase real estate transaction, excluding the price of any tangible personal property if the consumer and seller have agreed to a separate price for such items, labeled “Sale Price of Property”;

(iii) The amount of the sales price of any tangible personal property excluded from the contract sales price pursuant to paragraph (j)(1)(ii) of this section, labeled “Sale Price of Any Personal Property Included in Sale”;

(iv) The total amount of closing costs disclosed that are designated borrower-paid at closing, calculated pursuant to paragraph (h)(2) of this section, labeled “Closing Costs Paid at Closing”;

(v) A description and the amount of any additional items that the seller has paid prior to the real estate closing, but reimbursed by the consumer at the real estate closing, and a description and the amount of any other items owed by the consumer at the real estate closing not otherwise disclosed pursuant to paragraph (f), (g), or (j) of this section;

(vi) The description “Adjustments for Items Paid by Seller in Advance”;

(vii) The prorated amount of any prepaid taxes due from the consumer to reimburse the seller at the real estate closing, and the time period corresponding to that amount, labeled “City/Town Taxes”;

(viii) The prorated amount of any prepaid taxes due from the consumer to reimburse the seller at the real estate closing, and the time period corresponding to that amount, labeled “County Taxes”;

(ix) The prorated amount of any prepaid assessments due from the consumer to reimburse the seller at the real estate closing, and the time period corresponding to that amount, labeled “Assessments”; and

(x) A description and the amount of any additional items paid by the seller prior to the real estate closing that are due from the consumer at the real estate closing.

(2) *Itemization of amounts already paid by or on behalf of borrower.* (i) The sum of the amounts disclosed in this paragraphs (j)(2)(ii) through (xi) of this section, excluding items paid from funds other than closing funds as described in paragraph (j)(4)(i) of this section, labeled “Paid Already by or on Behalf of Borrower at Closing”;

(ii) Any amount that is paid to the seller or held in trust or escrow by an attorney or other party under the terms of the agreement for the sale of the property, labeled “Deposit”;

(iii) The amount of the consumer’s new loan amount or first user loan as disclosed pursuant to paragraph (b) of this section, labeled “Loan Amount”;

(iv) The amount of any existing loans that the consumer is assuming, or any loans subject to which the consumer is taking title to the property, labeled “Existing Loan(s) Assumed or Taken Subject to”;

(v) The total amount of money that the seller will provide at the real estate closing as a lump sum not otherwise itemized to pay for loan costs as determined by paragraph (f) of this section and other costs as determined by paragraph (g) of this section and any other obligations of the seller to be paid directly to the consumer, labeled “Seller Credit”;

(vi) The description “Other Credits,” together with a description and amount of other items paid by or on behalf of the consumer and not otherwise disclosed pursuant to paragraphs (f), (g), (h), and (j)(2) of this section;

(vii) The description “Adjustments for Items Unpaid by Seller”;

(viii) The prorated amount of any unpaid taxes due from the seller to reimburse the consumer at the real estate closing, and the time period corresponding to that amount, labeled “City/Town Taxes”;

(ix) The prorated amount of any unpaid taxes due from the seller to reimburse the consumer at the real estate closing, and the time period corresponding to that amount, labeled “County Taxes”;

(x) The prorated amount of any unpaid assessments due from the seller to reimburse the consumer at the real estate closing, and the time period corresponding to that amount, labeled

“Assessments”; and

(xi) A description and the amount of any additional items which have not yet been paid and which the consumer is expected to pay after the real estate closing, but which are attributable in part to a period of time prior to the real estate closing.

(3) *Calculation of borrower’s transaction.* Under the label “Calculation”:

(i) The amount disclosed pursuant to paragraph (j)(1)(i) of this section, labeled “Total Due from Borrower at Closing”;

(ii) The amount disclosed pursuant to paragraph (j)(2)(i) of this section, if any, disclosed as a negative number, labeled “Total Paid Already by or on Behalf of Borrower at Closing”; and

(iii) A statement that the disclosed amount is due from or to the consumer, and the amount due from or to the consumer at the real estate closing, calculated by the sum of the amounts disclosed under paragraphs (j)(3)(i) and (ii) of this section, labeled “Cash to Close.”

(4) *Items paid outside of closing funds.* (i) Costs that are not paid from closing funds but that would otherwise be disclosed in the table required pursuant to paragraph (j) of this section, should be marked with the phrase “Paid Outside of Closing” or the abbreviation “P.O.C.” and include the name of the party making the payment.

(ii) For purposes of this paragraph (j), “closing funds” means funds collected and disbursed at real estate closing.

(k) *Summary of seller’s transaction.* Under the heading “Summaries of Transactions” required by paragraph (j) of this section, a separate table under the subheading “Seller’s Transaction,” that includes the following information and satisfies the following requirements:

(1) *Itemization of amounts due to seller.* (i) The total amount due to the seller at the real estate closing, calculated as the sum of items required to be disclosed pursuant to paragraphs

(k)(1)(ii) through (ix) of this section, excluding items paid from funds other than closing funds as described in paragraph (k)(4)(i) of this section, labeled “Due to Seller at Closing”;

(ii) The amount of the contract sales price of the property being sold, excluding the price of any tangible personal property if the consumer and seller have agreed to a separate price for such items, labeled “Sale Price of Property”;

(iii) The amount of the sales price of any tangible personal property excluded from the contract sales price pursuant to paragraph (k)(1)(ii) of this section, labeled “Sale Price of Any Personal Property Included in Sale”;

(iv) A description and the amount of other items paid to the seller by the consumer pursuant to the contract of sale or other agreement, such as charges that were not disclosed pursuant to § 1026.37 on the Loan Estimate or items paid by the seller prior to the real estate closing but reimbursed by the consumer at the real estate closing;

(v) The description “Adjustments for Items Paid by Seller in Advance”;

(vi) The prorated amount of any prepaid taxes due from the consumer to reimburse the seller at the real estate closing, and the time period corresponding to that amount, labeled “City/Town Taxes”;

(vii) The prorated amount of any prepaid taxes due from the consumer to reimburse the seller at the real estate closing, and the time period corresponding to that amount, labeled “County Taxes”;

(viii) The prorated amount of any prepaid assessments due from the consumer to reimburse the seller at the real estate closing, and the time period corresponding to that amount, labeled “Assessments”; and

(ix) A description and the amount of additional items paid by the seller prior to the real

estate closing that are reimbursed by the consumer at the real estate closing.

(2) *Itemization of amounts due from seller.* (i) The total amount due from the seller at the real estate closing, calculated as the sum of items required to be disclosed pursuant to paragraphs (k)(2)(ii) through (xiii) of this section, excluding items paid from funds other than closing funds as described in paragraph (k)(4)(i) of this section, labeled “Due from Seller at Closing”;

(ii) The amount of any excess deposit disbursed to the seller prior to the real estate closing, labeled “Excess Deposit”;

(iii) The amount of closing costs designated seller-paid at closing disclosed pursuant to paragraph (h)(2) of this section, labeled “Closing Costs Paid at Closing”;

(iv) The amount of any existing loans that the consumer is assuming, or any loans subject to which the consumer is taking title to the property, labeled “Existing Loan(s) Assumed or Taken Subject to”;

(v) The amount of any loan secured by a first lien on the property that will be paid off as part of the real estate closing, labeled “Payoff of First Mortgage Loan”;

(vi) The amount of any loan secured by a first lien on the property that will be paid off as part of the real estate closing, labeled “Payoff of Second Mortgage Loan”;

(vii) The total amount of money that the seller will provide at the real estate closing as a lump sum not otherwise itemized to pay for loan costs as determined by paragraph (f) of this section and other costs as determined by paragraph (g) of this section and any other obligations of the seller to be paid directly to the consumer, labeled “Seller Credit”;

(viii) A description and amount of any and all other obligations required to be paid by the seller at the real estate closing, including any lien-related payoffs, fees, or obligations;

(ix) The description “Adjustments for Items Unpaid by Seller”;

(x) The prorated amount of any unpaid taxes due from the seller to reimburse the consumer at the real estate closing, and the time period corresponding to that amount, labeled “City/Town Taxes”;

(xi) The prorated amount of any unpaid taxes due from the seller to the consumer at the real estate closing, and the time period corresponding to that amount, labeled “County Taxes”;

(xii) The prorated amount of any unpaid assessments due from the seller to reimburse the consumer at the real estate closing, and the time period corresponding to that amount, labeled “Assessments”; and

(xiii) A description and the amount of any additional items which have not yet been paid and which the consumer is expected to pay after the real estate closing, but which are attributable in part to a period of time prior to the real estate closing.

(3) *Calculation of seller’s transaction.* Under the label “Calculation”:

(i) The amount described in paragraph (k)(1)(i) of this section, labeled “Total Due to Seller at Closing”;

(ii) The amount described in paragraph (k)(2)(i) of this section, disclosed as a negative number, labeled “Total Due from Seller at Closing”; and

(iii) A statement that the disclosed amount is due from or to the seller, and the amount due from or to the seller at closing, calculated by the sum of the amounts disclosed pursuant to paragraphs (k)(3)(i) and (k)(3)(ii) of this section, labeled “Cash.”

(4) *Items paid outside of closing funds.* (i) Charges that are not paid from closing funds but that would otherwise be disclosed in the table described in paragraph (k) of this section, should be marked with the phrase “Paid Outside of Closing” or the acronym “P.O.C.” and include a statement of the party making the payment.

(ii) For purposes of this paragraph (k), “closing funds” are defined as funds collected and disbursed at real estate closing.

(l) *Loan disclosures.* Under the master heading “Additional Information About This Loan” and under the heading “Loan Disclosures”:

(1) *Assumption.* Under the subheading “Assumption,” the information required by § 1026.37(m)(2).

(2) *Demand feature.* Under the subheading “Demand Feature,” a statement of whether the legal obligation permits the creditor to demand early repayment of the loan and, if the statement is affirmative, a reference to the note or other loan contract for details.

(3) *Late payment.* Under the subheading “Late Payment,” the information required by § 1026.37(m)(4).

(4) *Negative amortization.* Under the subheading “Negative Amortization (Increase in Loan Amount),” a statement of whether the regular periodic payments may cause the principal balance to increase.

(i) If the regular periodic payments do not cover all of the interest due, the creditor must provide a statement that the principal balance will increase, such balance will likely become larger than the original loan amount, and increases in such balance lower the consumer’s equity in the property.

(ii) If the consumer may make regular periodic payments that do not cover all of the interest due, the creditor must provide a statement that, if the consumer chooses a monthly payment option that does not cover all of the interest due, the principal balance may become larger than the original loan amount and the increases in the principal balance lower the consumer’s equity in the property.

(5) *Partial payment policy.* Under the subheading “Partial Payments”:

(i) If periodic payments that are less than the full amount due are accepted, a statement that the creditor, using the term “lender,” may accept partial payments and apply such payments to the consumer’s loan;

(ii) If periodic payments that are less than the full amount due are accepted but not applied to a consumer’s loan until the consumer pays the remainder of the full amount due, a statement that the creditor, using the term “lender,” may hold partial payments in a separate account until the consumer pays the remainder of the payment and then apply the full periodic payment to the consumer’s loan;

(iii) If periodic payments that are less than the full amount due are not accepted, a statement that the creditor, using the term “lender,” does not accept any partial payments; and

(iv) A statement that, if the loan is sold, the new creditor, using the term “lender,” may have a different policy.

(6) *Security interest.* Under the subheading “Security Interest,” a statement that the consumer is granting a security interest in the property securing the transaction, the property address including a zip code, and a statement that the consumer may lose the property if the consumer does not make the required payments or satisfy other requirements under the legal obligation.

(7) *Escrow account.* Under the subheading “Escrow Account”:

(i) Under the reference “For now,” a statement that an escrow account may also be called an impound or trust account, a statement of whether the creditor has established or will establish, at or before consummation, an escrow account in connection with the transaction for the costs that will be paid using escrow account funds described in paragraph (l)(7)(i)(A)(I) of this

section:

(A) A statement that the creditor may be liable for penalties and interest if it fails to make a payment for any cost for which the escrow account is established, a statement that the consumer would have to pay such costs directly in the absence of the escrow account, and a table, titled “Escrow” that contains, if an escrow account is or will be established, an itemization of the following:

(1) The total amount the consumer will be required to pay into an escrow account over the first year after consummation for payment of the charges described in § 1026.37(c)(4)(ii), labeled “Escrowed Property Costs over Year 1,” together with a descriptive name of each such charge, calculated as the amount disclosed under paragraph (1)(7)(i)(A)(4) of this section multiplied by the number of periodic payments scheduled to be made to the escrow account during the first year after consummation;

(2) The estimated amount the consumer is likely to pay during the first year after consummation for charges described in § 1026.37(c)(4)(ii) that are known to the creditor and that will not be paid using escrow account funds, labeled “Non-Escrowed Property Costs over Year 1,” together with a descriptive name of each such charge and a statement that the consumer may have to pay other costs that are not listed;

(3) The total amount disclosed pursuant to paragraph (g)(3) of this section, a statement that the payment is a cushion for the escrow account, labeled “Initial Escrow Payment,” and a reference to the information disclosed pursuant to paragraph (g)(3) of this section;

(4) The amount the consumer will be required to pay into the escrow account with each periodic payment during the first year after consummation for payment of the charges described in § 1026.37(c)(4)(ii), labeled “Monthly Escrow Payment.”

(5) A creditor complies with the requirements of paragraphs (l)(7)(i)(A)(I) and (l)(7)(i)(A)(4) of this section if the creditor bases the numerical disclosures required by those paragraphs on amounts derived from the escrow account analysis required under Regulation X, 12 CFR 1024.17.

(B) A statement of whether the consumer will not have an escrow account, the reason why an escrow account will not be established, a statement that the consumer must pay all property costs, such as taxes and homeowner's insurance, directly, a statement that the consumer may contact the creditor to inquire about the availability of an escrow account, and a table, titled "No Escrow," that contains, if an escrow account will not be established, an itemization of the following:

(I) The estimated total amount the consumer will pay directly for charges described in § 1026.37(c)(4)(ii) during the first year after consummation that are known to the creditor and a statement that, without an escrow account, the consumer must pay the identified costs, possibly in one or two large payments, labeled "Property Costs over Year 1"; and

(2) The amount of any fee the creditor imposes on the consumer for not establishing an escrow account in connection with the transaction, labeled "Escrow Waiver Fee."

(ii) Under the reference "In the future":

(A) A statement that the consumer's property costs may change and that, as a result, the consumer's escrow payment may change;

(B) A statement that the consumer may be able to cancel any escrow account that has been established, but that the consumer is responsible for directly paying all property costs in the absence of an escrow account; and

(C) A description of the consequences if the consumer fails to pay property costs,

including the actions that a State or local government may take if property taxes are not paid and the actions the creditor may take if the consumer does not pay some or all property costs, such as adding amounts to the loan balance, adding an escrow account to the loan, or purchasing a property insurance policy on the consumer's behalf that may be more expensive and provide fewer benefits than what the consumer could obtain directly.

(m) *Adjustable payment table.* Under the master heading "Additional Information About This Loan" required by paragraph (l) of this section, and under the heading "Adjustable Payment (AP) Table," the table required to be disclosed by § 1026.37(i).

(n) *Adjustable interest rate table.* Under the master heading "Additional Information About This Loan" required by paragraph (l) of this section, and under the heading "Adjustable Interest Rate (AIR) Table," the table required to be disclosed by § 1026.37(j).

(o) *Loan calculations.* In a separate table under the heading "Loan Calculations":

(1) *Total of payments.* The "Total of Payments," using that term and expressed as a dollar amount, and a statement that the disclosure is the total the consumer will have paid after making all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.

(2) *Finance charge.* The "Finance Charge," using that term and expressed as a dollar amount, and the following statement: "The dollar amount the loan will cost you." The disclosed finance charge and other disclosures affected by the disclosed financed charge (including the amount financed and the annual percentage rate) shall be treated as accurate if the amount disclosed as the finance charge:

(i) is understated by no more than \$100; or

(ii) is greater than the amount required to be disclosed.

(3) *Amount financed.* The "Amount Financed," using that term and expressed as a dollar

amount, and the following statement: “The loan amount available after paying your upfront finance charge.”

(4) *Annual percentage rate.* The “Annual Percentage Rate,” using that term and the abbreviation “APR” and expressed as a percentage, and the following statement: “Your costs over the loan term expressed as a rate. This is not your interest rate.”

(5) *Total interest percentage.* The “Total Interest Percentage,” using that term and the abbreviation “TIP” and expressed as a percentage, and the following statement: “The total amount of interest that you will pay over the loan term as a percentage of your loan amount.”

(p) *Other disclosures.* Under the heading “Other Disclosures”:

(1) *Appraisal.* For transactions subject to 15 U.S.C. 1639h or 1691(e), as implemented in this part or Regulation B, 12 CFR part 1002, respectively, under the subheading “Appraisal,” that:

(i) If there was an appraisal of the property in connection with the loan, the creditor is required to provide the consumer with a copy at no additional cost to the consumer at least three days prior to consummation; and

(ii) If the consumer has not yet received a copy of the appraisal, the consumer should contact the creditor using the information disclosed pursuant to paragraph (r) of this section.

(2) *Contract details.* A statement that the consumer should refer to the appropriate loan document and security instrument for information about nonpayment, what constitutes a default under the legal obligation, circumstances under which the creditor may accelerate the maturity of the obligation, and prepayment rebates and penalties, under the subheading “Contract Details.”

(3) *Liability after foreclosure.* A brief statement of whether, and the conditions under which, the consumer may remain responsible for any deficiency after foreclosure under

applicable State law, a brief statement that certain protections may be lost if the consumer refinances or incurs additional debt on the property, and a statement that the consumer should consult an attorney for additional information, under the subheading “Liability after Foreclosure.”

(4) *Refinance*. Under the subheading “Refinance,” the statement required by § 1026.37(m)(5).

(5) *Tax deductions*. Under the subheading “Tax Deductions,” a statement that, if the extension of credit exceeds the fair market value of the property, the interest on the portion of the credit extension that is greater than the fair market value of the property is not tax deductible for Federal income tax purposes and a statement that the consumer should consult a tax adviser for further information.

(q) *Questions notice*. In a separate notice labeled “Questions?”:

(1) A statement directing the consumer to use the contact information disclosed under paragraph (r) of this section if the consumer has any questions about the disclosures required pursuant to § 1026.19(f);

(2) A reference to the Bureau’s Web site to obtain more information or to submit a complaint; and the link or uniform resource locator address to the Web site:

www.consumerfinance.gov/mortgage-closing; and

(3) A prominent question mark.

(r) *Contact information*. In a separate table, under the heading “Contact Information,” the following information for each creditor (under the subheading “Lender”), mortgage broker (under the subheading “Mortgage Broker”), consumer’s real estate broker (under the subheading “Real Estate Broker (B)”), seller’s real estate broker (under the subheading “Real Estate Broker

(S))), and settlement agent (under the subheading “Settlement Agent”) participating in the transaction:

(1) Name of the person, labeled “Name”;

(2) Address, using that label;

(3) Nationwide Mortgage Licensing System & Registry (NMLSR ID) identification number, labeled “NMLS ID,” or, if none, license number or other unique identifier issued by the applicable jurisdiction or regulating body with which the person is licensed and/or registered, labeled “License ID,” with the abbreviation for the State of the applicable jurisdiction or regulatory body stated before the word “License” in the label, for the persons identified in paragraph (r)(1) of this section;

(4) Name of the natural person who is the primary contact for the consumer with the person identified in paragraph (r)(1) of this section, labeled “Contact”;

(5) NMLSR ID, labeled “Contact NMLS ID,” or, if none, license number or other unique identifier issued by the applicable jurisdiction or regulating body with which the person is licensed and/or registered, labeled “Contact License ID,” with the abbreviation for the State of the applicable jurisdiction or regulatory body stated before the word “License” in the label, for the natural person identified in paragraph (r)(4) of this section,

(6) Email address for the person identified in paragraph (r)(4) of this section, labeled “Email”; and

(7) Telephone number for the person identified in paragraph (r)(4) of this section, labeled “Phone.”

(s) *Signature statement.* (1) At the creditor’s option, under the heading “Confirm Receipt,” a line for the signatures of the consumers in the transaction. If the creditor provides a

line for the consumer's signature, the creditor must disclose above the signature line the statement required to be disclosed under § 1026.37(n)(1).

(2) If the creditor does not provide a line for the consumer's signature, the statement required to be disclosed under § 1026.37(n)(2) under the heading "Other Disclosures" required by paragraph (p) of this section.

(t) *Form of disclosures.* (1) *General requirements.* (i) The creditor shall make the disclosures required by this section clearly and conspicuously in writing, in a form that the consumer may keep. The disclosures also shall be grouped together and segregated from everything else.

(ii) Except as provided in paragraph (t)(5), the disclosures shall contain only the information required by paragraphs (a) through (s) of this section and shall be made in the same order, and positioned relative to the master headings, headings, subheadings, labels, and similar designations in the same manner, as shown in form H-25, set forth in appendix H to this part.

(2) *Headings and labels.* If a master heading, heading, subheading, label, or similar designation contains the word "estimated" or a capital letter designation in form H-25, set forth in appendix H to this part, that heading, label, or similar designation shall contain the word "estimated" and the applicable capital letter designation.

(3) *Form.* Except as provided in paragraph (t)(5) of this section:

(i) For a transaction subject to § 1026.19(f) that is a federally related mortgage loan, as defined in Regulation X, 12 CFR 1024.2, the disclosures must be made using form H-25, set forth in appendix H to this part.

(ii) For any other transaction subject to this section, the disclosures must be made with headings, content, and format substantially similar to form H-25, set forth in appendix H to this

part.

(iii) The disclosures required by this section may be provided to the consumer in electronic form, subject to compliance with the consumer consent and other applicable provisions of the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 *et seq.*).

(4) *Rounding.* (i) *Nearest dollar.* The following dollar amounts are required to be rounded to the nearest whole dollar:

(A) The dollar amounts required to be disclosed by paragraph (b) of this section that are required to be rounded by § 1026.37(o)(4)(i)(A) when disclosed under § 1026.37(b)(6) and (7);

(B) The dollar amounts required to be disclosed by paragraph (c) of this section that are required to be rounded by § 1026.37(o)(4)(i)(A) when disclosed under § 1026.37(c)(1)(iii);

(C) The dollar amounts required to be disclosed by paragraphs (e) and (i) of this section under the subheading “Loan Estimate”;

(D) The dollar amounts required to be disclosed by paragraph (m) of this section; and

(E) The dollar amounts required to be disclosed by paragraph (c) of this section that are required to be rounded by § 1026.37(o)(4)(i)(C) when disclosed under § 1026.37(c)(2)(iv).

(ii) *Percentages.* The percentage amounts required to be disclosed under paragraphs (b), (f)(1)(i), (g)(2)(iii), (l)(3), (n), and (o)(5) of this section shall not be rounded and shall be disclosed up to two or three decimal places. The percentage amount required to be disclosed under paragraph (o)(4) of this section shall not be rounded and shall be disclosed up to three decimal places. If the amount is a whole number then the amount disclosed shall be truncated at the decimal point.

(iii) *Loan amount.* The dollar amount required to be disclosed by paragraph (b) of this

section as required by § 1026.37(b)(1) shall be disclosed as an unrounded number, except that if the amount is a whole number then the amount disclosed shall be truncated at the decimal point.

(5) *Exceptions.* (i) *Unit-period.* Wherever the form or this section uses “monthly” to describe the frequency of any payments or uses “month” to describe the applicable unit-period, the creditor shall substitute the appropriate term to reflect the fact that the transaction’s terms provide for other than monthly periodic payments, such as bi-weekly or quarterly payments.

(ii) *Lender credits.* The amount required to be disclosed by paragraph (d)(1)(i)(D) of this section may be omitted from the form if the amount is zero.

(iii) *Administrative information.* The creditor may insert at the bottom of each page under the disclosures required by this section as illustrated by form H-25 of appendix H to this part, any administrative information, text, or codes that assist in identification of the form or the information disclosed on the form, provided that the space provided on form H-25 for any of the information required by this section is not altered.

(iv) *Closing cost details.* (A) *Additional line numbers.* Line numbers provided on form H-25 of appendix H to this part for the disclosure of the information required by paragraphs (f)(1) through (3) and (g)(1) through (4) of this section that are not used may be deleted and the deleted line numbers added to the space provided for any other of those paragraphs as necessary to accommodate the disclosure of additional items.

(B) *Two pages.* To the extent that adding or deleting line numbers provided on form H-25 of appendix H to this part, as permitted by paragraph (t)(5)(iv)(A) of this section, does not accommodate an itemization of all information required to be disclosed by paragraphs (f) through (h) on one page, the information required to be disclosed by paragraphs (f) through (h) of this section may be disclosed on two pages, provided that the information required by

paragraph (f) is disclosed on a page separate from the information required by paragraph (g).

The information required by paragraph (g), if disclosed on a page separate from paragraph (f), shall be disclosed on the same page as the information required by paragraph (h).

(v) *Separation of consumer and seller information.* The creditor or settlement agent preparing the form may use form H-25 of appendix H to this part for the disclosure provided to both the consumer and the seller, with the following modifications to separate the information of the consumer and seller, as necessary:

(A) The information required to be disclosed by paragraphs (j) and (k) of this section may be disclosed on separate pages to the consumer and the seller, respectively, with the information required by the other paragraph left blank. The information disclosed to the consumer pursuant to paragraph (j) of this section must be disclosed on the same page as the information required by paragraph (i) of this section.

(B) The information required to be disclosed by paragraphs (f) and (g) of this section with respect to costs paid by the consumer may be left blank on the disclosure provided to the seller.

(C) The information required by paragraphs (a)(2), (a)(4)(iii), (a)(5), (b) through (d), (i), (l) through (p), (r) with respect to the creditor and mortgage broker, and (s)(2) of this section may be left blank on the disclosure provided to the seller.

(vi) *Modified version of the form for a seller or third-party.* The information required by paragraphs (a)(2), (a)(4)(iii), (a)(5), (b) through (d), (f) and (g) with respect to costs paid by the consumer, (i), (j), (l) through (p), (q)(1), (r) with respect to the creditor and mortgage broker, and (s) of this section may be deleted from the form provided to the seller or a third-party, as illustrated by form H-25(I) of appendix H to this part.

(vii) *Transaction without a seller.* The following modifications to form H-25 of appendix H to this part may be made for a transaction that does not involve a seller and for which the alternative tables are disclosed pursuant to paragraphs (d)(2) and (e) of this section, as illustrated by form H-25(J) of appendix H to this part:

(A) The information required by paragraph (a)(4)(ii), and paragraphs (f), (g), and (h) of this section with respect to costs paid by the seller, may be deleted.

(B) A table under the master heading “Closing Cost Details” required by paragraph (f) of this section may be added with the heading “Payoffs and Payments” that itemizes the amounts of payments made at closing to other parties from the credit extended to the consumer or funds provided by the consumer in connection with the transaction, including designees of the consumer; the payees and a description of the purpose of such disbursements under the subheading “To”; and the total amount of such payments labeled “Total Payoffs and Payments.”

(C) The tables required to be disclosed by paragraphs (j) and (k) of this section may be deleted.

(viii) *Translation.* The form may be translated into languages other than English, and creditors may modify form H-25 of appendix H to this part to the extent that translation prevents the headings, labels, designations, and required disclosure items under this section from fitting in the space provided on form H-25.

(ix) *Customary recitals and information.* An additional page may be attached to the form for the purpose of including customary recitals and information used locally in real estate settlements.

21. Section 1026.39 is amended by revising paragraphs (a)(2) and (d) and adding new paragraph (d)(5) to read as follows:

§ 1026.39 Mortgage transfer disclosures.

(a) *Scope.* * * *

(2) A “*mortgage loan*” means:

(i) An open-end consumer credit transaction that is secured by the principal dwelling of a consumer; and

(ii) A closed-end consumer credit transaction secured by a dwelling or real property.

* * * * *

(d) *Content of required disclosures.* The disclosures required by this section shall identify the mortgage loan that was sold, assigned or otherwise transferred, and state the following, except that the information required by paragraph (d)(5) of this section shall be stated only for a mortgage loan that is a closed-end consumer credit transaction secured by a dwelling or real property other than a reverse mortgage transaction subject to § 1026.33 of this part:

* * * * *

(5) *Partial payment policy.* Under the subheading “Partial Payment”:

(i) If periodic payments that are less than the full amount due are accepted, a statement that the covered person, using the term “lender,” may accept partial payments and apply such payments to the consumer’s loan;

(ii) If periodic payments that are less than the full amount due are accepted but not applied to a consumer’s loan until the consumer pays the remainder of the full amount due, a statement that the covered person, using the term “lender,” may hold partial payments in a separate account until the consumer pays the remainder of the payment and then apply the full periodic payment to the consumer’s loan;

(iii) If periodic payments that are less than the full amount due are not accepted, a

statement that the covered person, using the term “lender,” does not accept any partial payments;
and

(iv) A statement that, if the loan is sold, the new covered person, using the term “lender,”
may have a different policy.

* * * * *

22. Appendix D to part 1026 is amended by revising paragraph C of part II to read as
follows:

APPENDIX D TO PART 1026—MULTIPLE ADVANCE CONSTRUCTION LOANS

* * * * *

Part II—Construction and Permanent Financing Disclosed as One Transaction

* * * * *

C. The creditor shall disclose the repayment schedule as follows:

1. For loans under paragraph A.1 of part II, other than loans that are subject to
§ 1026.19(e) and (f), without reflecting the number or amounts of payments of interest only that
are made during the construction period. The fact that interest payments must be made and the
timing of such payments shall be disclosed.

2. For loans under paragraph A.2 of part II and loans under paragraph A.1 of part II that
are subject to § 1026.19(e) and (f), including any payments of interest only that are made during
the construction period.

* * * * *

23. Appendix H to part 1026 is amended by revising H-13 and H-15, adding new H-24
through H-29, and revising and adding their respective entries to the table of contents at the
beginning of the appendix in numerical order as follows:

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

* * * * *

H-13 Closed-End Transaction with Demand Feature Sample

* * * * *

H-15 Closed-End Graduated-Payment Transaction Sample

* * * * *

H-24(A) Mortgage Loan Transaction Loan Estimate – Model Form

H-24(B) Mortgage Loan Transaction Loan Estimate – Fixed Rate Loan Sample

H-24(C) Mortgage Loan Transaction Loan Estimate – Interest Only Adjustable Rate Loan
Sample

H-24(D) Mortgage Loan Transaction Loan Estimate – Refinance Sample

H-24(E) Mortgage Loan Transaction Loan Estimate – Balloon Payment Sample

H-24(F) Mortgage Loan Transaction Loan Estimate – Negative Amortization Sample

H-24(G) Mortgage Loan Transaction Loan Estimate – Modification to Loan Estimate for
Transaction Not Involving Seller – Model Form

H-25(A) Mortgage Loan Transaction Closing Disclosure – Model Form

H-25(B) Mortgage Loan Transaction Closing Disclosure – Fixed Rate Loan Sample

H-25(C) Mortgage Loan Transaction Closing Disclosure – Borrower Funds from Second-Lien
Loan in Summaries of Transactions Sample

H-25(D) Mortgage Loan Transaction Closing Disclosure – Borrower Satisfaction of Seller's
Second-Lien Loan Outside of Closing in Summaries of Transactions Sample

H-25(E) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction Sample

H-25(F) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction Sample

(amount in excess of § 1026.19(e)(3))

H-25(G) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction with Cash from Consumer at Consummation Sample

H-25(H) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Cost Details – Model Form

H-25(I) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Disclosure for Disclosure Provided to Seller – Model Form

H-25(J) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Disclosure for Transaction Not Involving Seller – Model Form

H-26 Mortgage Loan Transaction – Pre-Loan Estimate Statement – Model Form

H-27(A) Mortgage Loan Transaction – Written List of Providers – Model Form

H-27(B) Mortgage Loan Transaction – Sample of Written List of Providers

H-27(C) Mortgage Loan Transaction – Sample of Written List of Providers with Services You Cannot Shop For

H-28(A) Mortgage Loan Transaction Loan Estimate – Spanish Language Model Form

H-28(B) Mortgage Loan Transaction Loan Estimate – Spanish Language Purchase Sample

H-28(C) Mortgage Loan Transaction Loan Estimate – Spanish Language Refinance Sample

H-28(D) Mortgage Loan Transaction Loan Estimate – Spanish Language Balloon Payment Sample

H-28(E) Mortgage Loan Transaction Loan Estimate – Spanish Language Negative Amortization Sample

H-28(F) Mortgage Loan Transaction Closing Disclosure – Spanish Language Model Form

H-28(G) Mortgage Loan Transaction Closing Disclosure – Spanish Language Purchase Sample

H-28(H) Mortgage Loan Transaction Closing Disclosure – Spanish Language Refinance Sample

H-28(I) Mortgage Loan Transaction Loan Estimate – Modification to Loan Estimate for

Transaction Not Involving Seller – Spanish Language Model Form

H-28(J) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Disclosure for

Transaction Not Involving Seller – Spanish Language Model Form

H-29 Escrow Cancellation Notice Model Form (§ 1026.20(e))

* * * * *

H-13 Closed-End Transaction with Demand Feature Sample

Mortgage Savings and Loan Assoc. Date: April 15, 1981		Glenn Jones 700 Oak Drive Little Creek, USA							
ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small> <div style="font-size: 1.2em; font-weight: bold;">14.85 %</div>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small> <div style="font-size: 1.2em; font-weight: bold;">\$ 156,551.54</div>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small> <div style="font-size: 1.2em; font-weight: bold;">\$ 44,605.66</div>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small> <div style="font-size: 1.2em; font-weight: bold;">\$ 201,157.20</div>						
Your payment schedule will be:									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25%; padding: 2px;">Number of Payments</td><td style="width: 25%; padding: 2px;">Amount of Payments</td><td style="width: 50%; padding: 2px;">When Payments Are Due</td></tr><tr><td style="padding: 5px; text-align: center; font-size: 1.2em;">360</td><td style="padding: 5px; text-align: center; font-size: 1.2em;">\$ 558.77</td><td style="padding: 5px; text-align: center; font-size: 1.2em;">Monthly beginning 6/1/81</td></tr></table>				Number of Payments	Amount of Payments	When Payments Are Due	360	\$ 558.77	Monthly beginning 6/1/81
Number of Payments	Amount of Payments	When Payments Are Due							
360	\$ 558.77	Monthly beginning 6/1/81							
This obligation has a demand feature.									
You may obtain property insurance from anyone you want that is acceptable to Mortgage Savings and Loan Assoc.. If you get the insurance from Mortgage Savings and Loan Assoc. you will pay \$ <u>150 - /year</u>									
Security: You are giving a security interest in: <input checked="" type="checkbox"/> the goods or property being purchased. <input type="checkbox"/> _____									
Late Charge: If a payment is late, you will be charged \$ <u>N/A</u> <u>5</u> % of the payment.									
Prepayment: If you pay off early, you may have to pay a penalty.									

* * * * *

H-15 Closed-End Graduated Payment Transaction Sample

Convenient Savings and Loan

Account number: 4862-88

Michael Jones
500 Walnut Court, Little Creek USA

ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you</small>	Amount Financed <small>The amount of credit provided to you or on your behalf</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled</small>
15.37 %	\$177,970.44	\$43,777	\$221,548.44

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
12	\$446.62	monthly beginning 6/1/81
12	\$479.67	" " 6/1/82
12	\$515.11	" " 6/1/83
12	\$553.13	" " 6/1/84
12	\$593.91	" " 6/1/85
300	varying from \$637.68 to \$627.37	" " 6/1/86

Security: You are giving a security interest in the property being purchased.

Late Charge: If a payment is late, you will be charged 5% of the payment.

Prepayment: If you pay off early, you

☒ may ☐ will not have to pay a penalty.
☒ may ☐ will not be entitled to a refund of part of the finance charge.

* * * * *

H-24(A) Mortgage Loan Transaction Loan Estimate – Model Form

Description: This is a blank model Loan Estimate that illustrates the application of the content requirements in § 1026.37. This form provides two variations of page one, four variations of page two, and four variations of page three, reflecting the variable content requirements in § 1026.37.

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED
APPLICANTS

PROPERTY
SALE PRICE

LOAN TERM
PURPOSE
PRODUCT
LOAN TYPE
LOAN ID #
RATE LOCK

☐ Conventional ☐ FHA ☐ VA ☐ _____

☐ 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											
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>											
	Does the loan have these features?										
Prepayment Penalty											
Balloon Payment											
Projected Payments											
Payment Calculation											
Principal & Interest											
Mortgage Insurance											
Estimated Escrow <i>Amount can increase over time</i>											
Estimated Total Monthly Payment											
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	<table><thead><tr><th>This estimate includes</th><th>In escrow?</th></tr></thead><tbody><tr><td><input type="checkbox"/> Property Taxes</td><td></td></tr><tr><td><input type="checkbox"/> Homeowner's Insurance</td><td></td></tr><tr><td><input type="checkbox"/> Other:</td><td></td></tr><tr><td colspan="2"><i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i></td></tr></tbody></table>	This estimate includes	In escrow?	<input type="checkbox"/> Property Taxes		<input type="checkbox"/> Homeowner's Insurance		<input type="checkbox"/> Other:		<i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	
This estimate includes	In escrow?										
<input type="checkbox"/> Property Taxes											
<input type="checkbox"/> Homeowner's Insurance											
<input type="checkbox"/> Other:											
<i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>											
Costs at Closing											
Estimated Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – _____ in Lender Credits. <i>See page 2 for details.</i>										
Estimated Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i> <input type="checkbox"/> From <input type="checkbox"/> To Borrower										

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

LOAN ESTIMATE

PAGE 1 OF 3 • LOAN ID #

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED
APPLICANTS

PROPERTY
EST. PROP. VALUE

LOAN TERM
PURPOSE
PRODUCT
LOAN TYPE
LOAN ID #
RATE LOCK

☐ Conventional ☐ FHA ☐ VA ☐ _____

☐ 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											
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>											
	Does the loan have these features?										
Prepayment Penalty											
Balloon Payment											
Projected Payments											
Payment Calculation											
Principal & Interest											
Mortgage Insurance											
Estimated Escrow <i>Amount can increase over time</i>											
Estimated Total Monthly Payment											
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	<table><thead><tr><th>This estimate includes</th><th>In escrow?</th></tr></thead><tbody><tr><td><input type="checkbox"/> Property Taxes</td><td></td></tr><tr><td><input type="checkbox"/> Homeowner's Insurance</td><td></td></tr><tr><td><input type="checkbox"/> Other:</td><td></td></tr><tr><td colspan="2"><i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i></td></tr></tbody></table>	This estimate includes	In escrow?	<input type="checkbox"/> Property Taxes		<input type="checkbox"/> Homeowner's Insurance		<input type="checkbox"/> Other:		<i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	
This estimate includes	In escrow?										
<input type="checkbox"/> Property Taxes											
<input type="checkbox"/> Homeowner's Insurance											
<input type="checkbox"/> Other:											
<i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>											
Costs at Closing											
Estimated Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – _____ in Lender Credits. <i>See page 2 for details.</i>										
Estimated Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i> <input type="checkbox"/> From <input type="checkbox"/> To Borrower										

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

LOAN ESTIMATE

PAGE 1 OF 3 • LOAN ID #

Closing Cost Details

Loan Costs	Other Costs
A. Origination Charges % of Loan Amount (Points)	E. Taxes and Other Government Fees Recording Fees and Other Taxes Transfer Taxes
	F. Prepays 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. Mortgage Insurance per month for mo. Property Taxes per month for mo.
B. Services You Cannot Shop For	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 Total Closing Costs (J) Closing Costs Financed (Paid from your Loan Amount) Down Payment/Funds from Borrower Deposit Funds for Borrower Seller Credits Adjustments and Other Credits
D. TOTAL LOAN COSTS (A + B + C)	Estimated Cash to Close

LOAN ESTIMATE

PAGE 2 OF 3 • LOAN ID #

Closing Cost Details

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.
		Mortgage Insurance	per month for mo.
		Property Taxes	per month for mo.
		H. Other	
		I. TOTAL OTHER COSTS (E + F + G + H)	
		J. TOTAL CLOSING COSTS	
		D + I	
		Lender Credits	
		Calculating Cash to Close	
		Total Closing Costs (J)	
		Closing Costs Financed (Paid from your Loan Amount)	
		Down Payment/Funds from Borrower	
		Deposit	
		Funds for Borrower	
		Seller Credits	
		Adjustments and Other Credits	
		Estimated Cash to Close	
		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	
B. Services You Cannot Shop For			
C. Services You Can Shop For			
D. TOTAL LOAN COSTS (A + B + C)			

Additional Information About This Loan

LENDER
NMLS/___ LICENSE ID
LOAN OFFICER
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.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than ___ days late, we will charge a late fee of _____
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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

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 #

Additional Information About This Loan

LENDER
NMLS/___ LICENSE ID
LOAN OFFICER
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.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than ___ days late, we will charge a late fee of _____
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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

Additional Information About This Loan

LENDER
NMLS/___ LICENSE ID
LOAN OFFICER
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

Assumption

If you sell or transfer this property to another person, we
☐ will allow, under certain conditions, this person to assume this loan on the original terms.
☐ will not allow assumption of this loan on the original terms.

Late Payment

If your payment is more than ___ days late, we will charge a late fee of _____

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.

Servicing

We intend
☐ to service your loan. If so, you will make your payments to us.
☐ to transfer servicing of your loan.

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 #

Additional Information About This Loan

LENDER
NMLS/___ LICENSE ID
LOAN OFFICER
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

Assumption

If you sell or transfer this property to another person, we
☐ will allow, under certain conditions, this person to assume this loan on the original terms.
☐ will not allow assumption of this loan on the original terms.

Late Payment

If your payment is more than ___ days late, we will charge a late fee of _____

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.

Servicing

We intend
☐ to service your loan. If so, you will make your payments to us.
☐ to transfer servicing of your loan.

H-24(B) Mortgage Loan Transaction Loan Estimate – Fixed Rate Loan Sample

Description: This is a sample of a completed Loan Estimate for a fixed rate loan. This loan is for the purchase of property at a sale price of \$180,000 and has a loan amount of \$162,000, a 30-year loan term, a fixed interest rate of 3.875 percent, and a prepayment penalty equal to 2.00 percent of the outstanding principal balance of the loan for the first two years after consummation of the transaction. The consumer has elected to lock the interest rate. The creditor requires an escrow account and that the consumer pay for private mortgage insurance.

FICUS BANK

4321 Random Boulevard • Somecity, ST 12340

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 2/15/2013
APPLICANTS Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
PROPERTY 456 Somewhere Avenue
 Anytown, ST 12345
SALE PRICE \$180,000

LOAN TERM 30 years
PURPOSE Purchase
PRODUCT Fixed Rate
LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐ _____
LOAN ID # 123456789
RATE LOCK ☐ NO ☒ YES, until 4/16/2013 at 5:00 p.m. EDT
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/2013 at 5:00 p.m. EDT

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
Does the loan have these features?		
Prepayment Penalty	YES • As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206	+ 206
Estimated Total Monthly Payment	\$1,050	\$968
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$206 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing	
Estimated Closing Costs	\$8,054 Includes \$5,672 in Loan Costs + \$2,382 in Other Costs – \$0 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$16,054 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 # 123456789

Closing Cost Details

Loan Costs		Other Costs	
A. Origination Charges		E. Taxes and Other Government Fees	\$85
.25 % of Loan Amount (Points)	\$405	Recording Fees and Other Taxes	\$85
Application Fee	\$300	Transfer Taxes	
Underwriting Fee	\$1,097		
		F. Prepaids	\$867
		Homeowner's Insurance Premium (6 months)	\$605
		Mortgage Insurance Premium (months)	
		Prepaid Interest (\$17.44 per day for 15 days @ 3.875%)	\$262
		Property Taxes (months)	
		G. Initial Escrow Payment at Closing	\$413
		Homeowner's Insurance \$100.83 per month for 2 mo.	\$202
		Mortgage Insurance per month for mo.	
		Property Taxes \$105.30 per month for 2 mo.	\$211
		H. Other	\$1,017
		Title - Owner's Title Policy (optional)	\$1,017
		I. TOTAL OTHER COSTS (E + F + G + H)	\$2,382
		J. TOTAL CLOSING COSTS	\$8,054
		D + I	\$8,054
		Lender Credits	
		Calculating Cash to Close	
		Total Closing Costs (J)	\$8,054
		Closing Costs Financed (Paid from your Loan Amount)	\$0
		Down Payment/Funds from Borrower	\$18,000
		Deposit	- \$10,000
		Funds for Borrower	\$0
		Seller Credits	\$0
		Adjustments and Other Credits	\$0
		Estimated Cash to Close	\$16,054
C. Services You Can Shop For			
Pest Inspection Fee	\$135		
Survey Fee	\$65		
Title - Insurance Binder	\$700		
Title - Lender's Title Policy	\$535		
Title - Settlement Agent Fee	\$502		
Title - Title Search	\$1,261		
B. Services You Cannot Shop For			
Appraisal Fee	\$405		
Credit Report Fee	\$30		
Flood Determination Fee	\$20		
Flood Monitoring Fee	\$32		
Tax Monitoring Fee	\$75		
Tax Status Research Fee	\$110		
D. TOTAL LOAN COSTS (A + B + C)			
			\$5,672

Additional Information About This Loan

LENDER Ficus Bank
NMLS/ __ LICENSE ID
LOAN OFFICER Joe Smith
NMLS/ __ LICENSE ID 12345
EMAIL joesmith@ficusbank.com
PHONE 123-456-7890

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	\$56,582	Total you will have paid in principal, interest, mortgage insurance, and loan costs.
	\$15,773	Principal you will have paid off.
Annual Percentage Rate (APR)	4.274%	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	69.45%	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.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 5% of the monthly principal and interest payment.
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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input checked="" type="checkbox"/> to transfer servicing of your loan.

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 #123456789

H-24(C) Mortgage Loan Transaction Loan Estimate – Interest Only Adjustable Rate Loan

Sample

Description: This is a sample of a completed Loan Estimate for an adjustable rate loan with interest only payments. This loan is for the purchase of property at a sale price of \$240,000 and has a loan amount of \$211,000 and a 30-year loan term. For the first five years of the loan term, the scheduled payments cover only interest and the loan has an introductory interest rate that is fixed at 4.00 percent. After five years, the payments include principal and the interest rate adjusts every three years based on the value of the Monthly Treasury Average index plus a margin of 4.00 percent. The consumer has elected to lock the interest rate. The creditor does not require an escrow account with the loan. The creditor requires that the consumer pay for private mortgage insurance.

FICUS BANK

4321 Random Boulevard • Somecity, ST 12340

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 2/15/2013
APPLICANTS Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
PROPERTY 456 Somewhere Avenue
 Anytown, ST 12345
SALE PRICE \$240,000

LOAN TERM 30 years
PURPOSE Purchase
PRODUCT 5 Year Interest Only, 5/3 Adjustable Rate
LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐ _____
LOAN ID # 123456789
RATE LOCK ☐ NO ☒ YES, until 4/16/2013 at 5:00 p.m. EDT
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/2013 at 5:00 p.m. EDT

Loan Terms		Can this amount increase after closing?	
Loan Amount	\$211,000	NO	
Interest Rate	4%	YES	<ul style="list-style-type: none"> Adjusts every 3 years starting in year 6 Can go as high as 12% in year 15 See AIR Table on page 2 for details
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$703.33	YES	<ul style="list-style-type: none"> Adjusts every 3 years starting in year 6 Can go as high as \$2,068 in year 15 Includes only interest and no principal until year 6 See AP Table on page 2 for details
Does the loan have these features?			
Prepayment Penalty		NO	
Balloon Payment		NO	

Projected Payments				
Payment Calculation	Years 1-5	Years 6-8	Years 9-11	Years 12-30
Principal & Interest	\$703.33 <i>only interest</i>	\$1,028 min \$1,359 max	\$1,028 min \$1,604 max	\$1,028 min \$2,068 max
Mortgage Insurance	+ 109	+ 109	+ 109	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 0	+ 0	+ 0	+ 0
Estimated Total Monthly Payment	\$812	\$1,137–\$1,468	\$1,137–\$1,713	\$1,028–\$2,068
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$533 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>		In escrow? NO NO

Costs at Closing	
Estimated Closing Costs	\$8,791 Includes \$5,851 in Loan Costs + \$2,940 in Other Costs – \$0 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$27,791 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 # 123456789

Closing Cost Details

Loan Costs		Other Costs	
A. Origination Charges		E. Taxes and Other Government Fees	
1 % of Loan Amount (Points)	\$3,110	Recording Fees and Other Taxes	\$152
Application Fee	\$2,110	Transfer Taxes	\$152
Processing Fee	\$500		
		F. Prepays	
		Homeowner's Insurance Premium (12 months)	\$1,352
		Mortgage Insurance Premium (months)	\$1,000
		Prepaid Interest (\$23.44 per day for 15 days @ 4.00%)	\$352
		Property Taxes (months)	
		G. Initial Escrow Payment at Closing	
		Homeowner's Insurance	per month for mo.
		Mortgage Insurance	per month for mo.
		Property Taxes	per month for mo.
		H. Other	
		Title - Owner's Title Policy (optional)	\$1,436
			\$1,436
		I. TOTAL OTHER COSTS (E + F + G + H)	
			\$2,940
		J. TOTAL CLOSING COSTS	
		D + I	\$8,791
		Lender Credits	
		Calculating Cash to Close	
		Total Closing Costs (J)	\$8,791
		Closing Costs Financed (Paid from your Loan Amount)	\$0
		Down Payment/Funds from Borrower	\$29,000
		Deposit	- \$10,000
		Funds for Borrower	\$0
		Seller Credits	\$0
		Adjustments and Other Credits	\$0
		Estimated Cash to Close	\$27,791
		Adjustable Payment (AP) Table	
Interest Only Payments?	YES for your first 60 payments	Adjustable Interest Rate (AIR) Table	
Optional Payments?	NO	Index + Margin	MTA + 4%
Step Payments?	NO	Initial Interest Rate	4%
Seasonal Payments?	NO	Minimum/Maximum Interest Rate	3.25%/12%
Monthly Principal and Interest Payments		Change Frequency	
First Change/Amount	\$1,028 - \$1,359 at 61st payment	First Change	Beginning of 61st month
Subsequent Changes	Every three years	Subsequent Changes	Every 36th month after first change
Maximum Payment	\$2,068 starting at 169th payment	Limits on Interest Rate Changes	
		First Change	2%
		Subsequent Changes	2%
		Loan Estimate	

LOAN ESTIMATE

PAGE 2 OF 3 • LOAN ID # 123456789

Additional Information About This Loan

LENDER Ficus Bank
NMLS/ __ LICENSE ID
LOAN OFFICER Joe Smith
NMLS/ __ LICENSE ID 12345
EMAIL joesmith@ficusbank.com
PHONE 123-456-7890

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	\$54,944	Total you will have paid in principal, interest, mortgage insurance, and loan costs.
	\$0	Principal you will have paid off.
Annual Percentage Rate (APR)	4.617%	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	81.18%	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.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 5% of the monthly principal and interest payment.
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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input checked="" type="checkbox"/> to transfer servicing of your loan.

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 #123456789

H-24(D) Mortgage Loan Transaction Loan Estimate – Refinance Sample

Description: This is a sample of a completed Loan Estimate for a transaction that is for a refinance of an existing mortgage loan that secures the property, for which the consumer is estimated to receive funds from the transaction. The estimated property value is \$180,000, the loan amount is \$150,000, the estimated outstanding balance of the existing mortgage loan is \$120,000, and the interest rate is 4.25 percent. The consumer has elected to lock the interest rate. The creditor requires an escrow account and that the consumer pay for private mortgage insurance.

FICUS BANK

4321 Random Boulevard • Somecity, ST 12340

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 2/15/2013
APPLICANTS Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
PROPERTY 123 Anywhere Street
 Anytown, ST 12345
EST. PROP. VALUE \$180,000

LOAN TERM 30 years
PURPOSE Refinance
PRODUCT Fixed Rate
LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐ _____
LOAN ID # 123456789
RATE LOCK ☐ NO ☐ YES, until 4/16/2013 at 5:00 p.m. EDT
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/2013 at 5:00 p.m. EDT

Loan Terms		Can this amount increase after closing?
Loan Amount	\$150,000	NO
Interest Rate	4.25%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$737.91	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments		
Payment Calculation	Years 1-4	Years 5-30
Principal & Interest	\$737.91	\$737.91
Mortgage Insurance	+ 82	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206	+ 206
Estimated Total Monthly Payment	\$1,026	\$944
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$206 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing	
Estimated Closing Costs	\$5,099 Includes \$3,521 in Loan Costs + \$2,078 in Other Costs – \$500 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$24,901 Includes Closing Costs. See Calculating Cash to Close on page 2 for details. <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

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

LOAN ESTIMATE

PAGE 1 OF 3 • LOAN ID # 123456789

Closing Cost Details

Loan Costs

A. Origination Charges	\$1,950
.5 % of Loan Amount (Points)	\$750
Application Fee	\$250
Origination Fee	\$450
Underwriting Fee	\$500

B. Services You Cannot Shop For

Appraisal Fee	\$425
Credit Report Fee	\$30
Flood Determination Fee	\$25
Flood Monitoring Fee	\$45
Tax Monitoring Fee	\$65
Tax Status Research Fee	\$45

C. Services You Can Shop For

Pest Inspection Fee	\$85
Title – Insurance Binder	\$50
Title – Lender's Title Policy	\$251
Title – Settlement Agent Fee	\$350
Title – Title Search	\$200

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

\$3,521

Other Costs

E. Taxes and Other Government Fees

Recording Fees and Other Taxes	\$80
Transfer Taxes	

F. Prepays

Homeowner's Insurance Premium (6 months)	\$605
Mortgage Insurance Premium (1 months)	\$82
Prepaid Interest (\$17.71 per day for 15 days @ 4.25%)	\$266
Property Taxes (6 months)	\$632

G. Initial Escrow Payment at Closing

Homeowner's Insurance	\$100.83 per month for 2 mo.	\$202
Mortgage Insurance	per month for mo.	
Property Taxes	\$105.30 per month for 2 mo.	\$211

H. Other

\$0**I. TOTAL OTHER COSTS (E + F + G + H)**

\$2,078

J. TOTAL CLOSING COSTS

\$5,099

D + I	\$5,599
Lender Credits	– \$500

Calculating Cash to Close

Loan Amount	\$150,000
Total Closing Costs (J)	– \$5,099
Estimated Total Payoffs and Payments	– \$120,000

Estimated Cash to Close ☐ From ☒ To Borrower \$24,901

Estimated Closing Costs Financed
(Paid from your Loan Amount)

\$5,099

Additional Information About This Loan

LENDER Ficus Bank
NMLS/_LICENSE ID
LOAN OFFICER Joe Smith
NMLS/_LICENSE ID 12345
EMAIL joesmith@ficusbank.com
PHONE 123-456-7890

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	\$51,932	Total you will have paid in principal, interest, mortgage insurance, and loan costs.
	\$13,788	Principal you will have paid off.
Annual Percentage Rate (APR)	4.537%	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	77.28%	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.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 5% of the monthly principal and interest payment.
Loan Acceptance	You do not have to accept this loan because you have received this form or signed a loan application.
Liability after Foreclosure	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. 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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input checked="" type="checkbox"/> to transfer servicing of your loan.

H-24(E) Mortgage Loan Transaction Loan Estimate – Balloon Payment Sample

Description: This is a sample of the information required by § 1026.37(a) through (c) for a transaction with a loan term of seven years that includes a final balloon payment.

FICUS BANK

4321 Random Boulevard • Somcity, ST 12340

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 7/23/2012
APPLICANTS Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
PROPERTY 456 Somewhere Avenue
 Anytown, ST 12345
SALE PRICE \$190,000

LOAN TERM 7 years
PURPOSE Purchase
PRODUCT Year 7 Balloon Payment, Fixed Rate
LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐ _____
LOAN ID # 123456789
RATE LOCK ☐ NO ☒ YES, until 9/21/2012 at 5:00 p.m. EDT
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 8/6/2012 at 5:00 p.m. EDT

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$171,000	NO
Interest Rate	4.375%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$853.78	NO
Does the loan have these features?		
Prepayment Penalty	NO	
Balloon Payment	YES • You will have to pay \$149,263 at the end of year 7	

Projected Payments		
Payment Calculation	Years 1-7	Final Payment
Principal & Interest	\$853.78	\$149,262.95
Mortgage Insurance	+ 87	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 309	+ —
Estimated Total Monthly Payment	\$1,250	\$149,262.95
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$309 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>
		In escrow? YES YES

H-24(F) Mortgage Loan Transaction Loan Estimate – Negative Amortization Sample

Description: This is a sample of the information required by § 1026.37(a) and (b) for a transaction with negative amortization.

FICUS BANK
4321 Random Boulevard • Somecity, ST 12340

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED	7/23/2012	LOAN TERM	30 years
APPLICANTS	Michael Jones and Mary Stone 123 Anywhere Street Anytown, ST 12345	PURPOSE	Purchase
PROPERTY	456 Somewhere Avenue Anytown, ST 12345	PRODUCT	Year 5 Negative Amortization, 1/1 Adjustable Rate
SALE PRICE	\$180,000	LOAN TYPE	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____
		LOAN ID #	123456789
		RATE LOCK	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, until 9/21/2012 at 5:00 p.m. EDT

Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 8/6/2012 at 5:00 p.m. EDT

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$171,000	YES <ul style="list-style-type: none"> • Can go as high as \$176,032 • Can increase until year 6
Interest Rate	2%	YES <ul style="list-style-type: none"> • Adjusts every year starting in year 2 • Can go as high as 7% in year 10 • See AIR table on page 2 for details
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$632.05	YES <ul style="list-style-type: none"> • Adjusts every year starting in year 6 • Can go as high as \$1,227 in year 10 • Includes only interest and no principal until year 6 • See AP table on page 2 for details.
Does the loan have these features?		
Prepayment Penalty	NO	
Balloon Payment	NO	

H-24(G) Mortgage Loan Transaction Loan Estimate – Modification to Loan Estimate for Transaction Not Involving Seller – Model Form

Description: This is a blank model Loan Estimate that illustrates the application of the content requirements in § 1026.37, with the optional alternative tables permitted by § 1026.37(d)(2) and (h)(2) for transactions without a seller. This form provides two variations of page one, four variations of page two, and four variations of page three, reflecting the variable content requirements in § 1026.37.

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED
APPLICANTS

PROPERTY
EST. PROP. VALUE

LOAN TERM
PURPOSE
PRODUCT
LOAN TYPE
LOAN ID #
RATE LOCK

☐ Conventional ☐ FHA ☐ VA ☐ _____

☐ 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											
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>											
	Does the loan have these features?										
Prepayment Penalty											
Balloon Payment											
Projected Payments											
Payment Calculation											
Principal & Interest											
Mortgage Insurance											
Estimated Escrow <i>Amount can increase over time</i>											
Estimated Total Monthly Payment											
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	<table><thead><tr><th>This estimate includes</th><th>In escrow?</th></tr></thead><tbody><tr><td><input type="checkbox"/> Property Taxes</td><td></td></tr><tr><td><input type="checkbox"/> Homeowner's Insurance</td><td></td></tr><tr><td><input type="checkbox"/> Other:</td><td></td></tr><tr><td colspan="2"><i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i></td></tr></tbody></table>	This estimate includes	In escrow?	<input type="checkbox"/> Property Taxes		<input type="checkbox"/> Homeowner's Insurance		<input type="checkbox"/> Other:		<i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	
This estimate includes	In escrow?										
<input type="checkbox"/> Property Taxes											
<input type="checkbox"/> Homeowner's Insurance											
<input type="checkbox"/> Other:											
<i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>											
Costs at Closing											
Estimated Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – _____ in Lender Credits. <i>See page 2 for details.</i>										
Estimated Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 2 for details.</i> <input type="checkbox"/> From <input type="checkbox"/> To Borrower										

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

LOAN ESTIMATE

PAGE 1 OF 3 • LOAN ID #

Closing Cost Details

Loan Costs	Other Costs
A. Origination Charges % of Loan Amount (Points)	E. Taxes and Other Government Fees 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. Mortgage Insurance per month for mo. Property Taxes per month for mo.
B. Services You Cannot Shop For	H. Other
	I. TOTAL OTHER COSTS (E + F + G + H)
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 <input type="checkbox"/> From <input type="checkbox"/> To Borrower
D. TOTAL LOAN COSTS (A + B + C)	Estimated Closing Costs Financed (Paid from your Loan Amount)

Closing Cost Details

Loan Costs	Other Costs																
A. Origination Charges % of Loan Amount (Points)	E. Taxes and Other Government Fees Recording Fees and Other Taxes Transfer Taxes																
B. Services You Cannot Shop For	F. Prepays Homeowner's Insurance Premium (months) Mortgage Insurance Premium (months) Prepaid Interest (per day for days @) Property Taxes (months)																
C. Services You Can Shop For	G. Initial Escrow Payment at Closing <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Homeowner's Insurance</td> <td style="width: 20%;">per month for</td> <td style="width: 20%;">mo.</td> </tr> <tr> <td>Mortgage Insurance</td> <td>per month for</td> <td>mo.</td> </tr> <tr> <td>Property Taxes</td> <td>per month for</td> <td>mo.</td> </tr> </table>	Homeowner's Insurance	per month for	mo.	Mortgage Insurance	per month for	mo.	Property Taxes	per month for	mo.							
Homeowner's Insurance	per month for	mo.															
Mortgage Insurance	per month for	mo.															
Property Taxes	per month for	mo.															
D. TOTAL LOAN COSTS (A + B + C)	H. Other																
Adjustable Payment (AP) Table <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Interest Only Payments?</td> <td></td> </tr> <tr> <td>Optional Payments?</td> <td></td> </tr> <tr> <td>Step Payments?</td> <td></td> </tr> <tr> <td>Seasonal Payments?</td> <td></td> </tr> <tr> <td colspan="2">Monthly Principal and Interest Payments</td> </tr> <tr> <td>First Change/Amount</td> <td></td> </tr> <tr> <td>Subsequent Changes</td> <td></td> </tr> <tr> <td>Maximum Payment</td> <td></td> </tr> </table>	Interest Only Payments?		Optional Payments?		Step Payments?		Seasonal Payments?		Monthly Principal and Interest Payments		First Change/Amount		Subsequent Changes		Maximum Payment		I. TOTAL OTHER COSTS (E + F + G + H) J. TOTAL CLOSING COSTS D + I Lender Credits
Interest Only Payments?																	
Optional Payments?																	
Step Payments?																	
Seasonal Payments?																	
Monthly Principal and Interest Payments																	
First Change/Amount																	
Subsequent Changes																	
Maximum Payment																	
Calculating Cash to Close Loan Amount Total Closing Costs (J) Estimated Total Payoffs and Payments Estimated Cash to Close <input type="checkbox"/> From <input type="checkbox"/> To Borrower Estimated Closing Costs Financed (Paid from your Loan Amount)	Adjustable Interest Rate (AIR) Table <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Index + Margin</td> </tr> <tr> <td>Initial Interest Rate</td> </tr> <tr> <td>Minimum/Maximum Interest Rate</td> </tr> <tr> <td>Change Frequency</td> </tr> <tr> <td>First Change</td> </tr> <tr> <td>Subsequent Changes</td> </tr> <tr> <td>Limits on Interest Rate Changes</td> </tr> <tr> <td>First Change</td> </tr> <tr> <td>Subsequent Changes</td> </tr> </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							
Index + Margin																	
Initial Interest Rate																	
Minimum/Maximum Interest Rate																	
Change Frequency																	
First Change																	
Subsequent Changes																	
Limits on Interest Rate Changes																	
First Change																	
Subsequent Changes																	

LOAN ESTIMATE

PAGE 2 OF 3 • LOAN ID #

Closing Cost Details

Loan Costs

A. Origination Charges

% of Loan Amount (Points)

B. Services You Cannot Shop For

C. Services You Can Shop For

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

Other Costs

E. Taxes and Other Government Fees

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.
Mortgage Insurance	per month for	mo.
Property Taxes	per month for	mo.

H. Other

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 Closing Costs Financed
(Paid from your Loan Amount)

PAGE 2 OF 3 • LOAN ID #

Closing Cost Details

Loan Costs

A. Origination Charges

% of Loan Amount (Points)

B. Services You Cannot Shop For

C. Services You Can Shop For

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

Other Costs

E. Taxes and Other Government Fees

Recording Fees and Other Taxes
Transfer Taxes

F. Prepays

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.
Mortgage Insurance	per month for	mo.
Property Taxes	per month for	mo.

H. Other

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 Closing Costs Financed
(Paid from your Loan Amount)

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

Additional Information About This Loan

LENDER
NMLS/___ LICENSE ID
LOAN OFFICER
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.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than ___ days late, we will charge a late fee of _____
Liability after Foreclosure	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. 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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

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 #

Additional Information About This Loan

LENDER
NMLS/___ LICENSE ID
LOAN OFFICER
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.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than ___ days late, we will charge a late fee of _____
Loan Acceptance	You do not have to accept this loan because you have received this form or signed a loan application.
Liability after Foreclosure	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. 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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

Additional Information About This Loan

LENDER
NMLS/___ LICENSE ID
LOAN OFFICER
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

Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input type="checkbox"/> will not allow assumption of this loan on the original terms.
Late Payment	If your payment is more than ___ days late, we will charge a late fee of _____
Liability after Foreclosure	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. 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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

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 #

Additional Information About This Loan

LENDER
NMLS/___ LICENSE ID
LOAN OFFICER
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

Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input type="checkbox"/> will not allow assumption of this loan on the original terms.
Late Payment	If your payment is more than ___ days late, we will charge a late fee of _____
Loan Acceptance	You do not have to accept this loan because you have received this form or signed a loan application.
Liability after Foreclosure	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. 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.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

H-25(A) Mortgage Loan Transaction Closing Disclosure – Model Form

Description: This is a blank model Closing Disclosure that illustrates the content requirements in § 1026.38. This form provides three variations of page one, one page two, one page three, four variations of page four, and four variations of page five, reflecting the variable content requirements in § 1026.38. This form does not reflect modifications permitted under § 1026.38(t).

Closing Disclosure

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

Closing Information

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property
Sale Price

Transaction Information

Borrower

Seller

Lender

Loan Information

Loan Term
Purpose
Product

Loan Type ☐ Conventional ☐ FHA
☐ VA ☐ _____
Loan ID #
MIC #

Loan Terms	Can this amount increase after closing?
Loan Amount	
Interest Rate	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	
	Does the loan have these features?
Prepayment Penalty	
Balloon Payment	

Projected Payments	
Payment Calculation	
Principal & Interest	
Mortgage Insurance	
Estimated Escrow <i>Amount can increase over time</i>	
Estimated Total Monthly Payment	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	<p>This estimate includes</p> <p><input type="checkbox"/> Property Taxes</p> <p><input type="checkbox"/> Homeowner's Insurance</p> <p><input type="checkbox"/> Other:</p> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p> <p>In escrow?</p>

Costs at Closing	
Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – _____ in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Disclosure

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

Closing Information

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property

Appraised Prop. Value

Transaction Information

Borrower

Seller

Lender

Loan Information

Loan Term

Purpose

Product

Loan Type ☐ Conventional ☐ FHA
☐ VA ☐ _____

Loan ID #

MIC #

Loan Terms

Can this amount increase after closing?

Loan Amount

Interest Rate

Monthly Principal & Interest

See Projected Payments below for your
Estimated Total Monthly Payment

Does the loan have these features?

Prepayment Penalty

Balloon Payment

Projected Payments

Payment Calculation

Principal & Interest

Mortgage Insurance

Estimated Escrow
Amount can increase over time

Estimated Total
Monthly Payment

Estimated Taxes, Insurance
& Assessments

Amount can increase over time
See page 4 for details

This estimate includes

- ☐ Property Taxes
☐ Homeowner's Insurance
☐ Other:

In escrow?

See Escrow Account on page 4 for details. You must pay for other property costs separately.

Costs at Closing

Closing Costs

Includes _____ in Loan Costs + _____ in Other Costs –
in Lender Credits. See page 2 for details.

Cash to Close

Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

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 Information
Date Issued	Borrower	Loan Term
Closing Date		Purpose
Disbursement Date		Product
Settlement Agent	Seller	Loan Type <input type="checkbox"/> Conventional <input type="checkbox"/> FHA
File #		<input type="checkbox"/> VA <input type="checkbox"/> _____
Property	Lender	Loan ID #
Estimated Prop. Value		MIC #

Loan Terms	Can this amount increase after closing?
Loan Amount	
Interest Rate	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	
	Does the loan have these features?
Prepayment Penalty	
Balloon Payment	

Projected Payments	
Payment Calculation	
Principal & Interest	
Mortgage Insurance	
Estimated Escrow <i>Amount can increase over time</i>	
Estimated Total Monthly Payment	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	<div> This estimate includes <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i> </div> <div> In escrow? </div>

Costs at Closing	
Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – _____ in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges						
01	% of Loan Amount (Points)					
02						
03						
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For						
01						
02						
03						
04						
05						
06						
07						
08						
09						
10						
C. Services Borrower Did Shop For						
01						
02						
03						
04						
05						
06						
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)						
Loan Costs Subtotals (A + B + C)						
Other Costs						
E. Taxes and Other Government Fees						
01	Recording Fees	Deed:	Mortgage:			
02						
F. Prepays						
01	Homeowner's Insurance Premium (mo.)					
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (per day from to)					
04	Property Taxes (mo.)					
05						
G. Initial Escrow Payment at Closing						
01	Homeowner's Insurance	per month for	mo.			
02	Mortgage Insurance	per month for	mo.			
03	Property Taxes	per month for	mo.			
04						
05						
06						
07						
08	Aggregate Adjustment					
H. Other						
01						
02						
03						
04						
05						
06						
07						
08						
I. TOTAL OTHER COSTS (Borrower-Paid)						
Other Costs Subtotals (E + F + G + H)						
J. TOTAL CLOSING COSTS (Borrower-Paid)						
Closing Costs Subtotals (D + I)						
Lender Credits						

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)			
Closing Costs Paid Before Closing			
Closing Costs Financed (Paid from your Loan Amount)			
Down Payment/Funds from Borrower			
Deposit			
Funds for Borrower			
Seller Credits			
Adjustments and Other Credits			
Cash to Close			

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION**K. Due from Borrower at Closing**

- 01 Sale Price of Property
 02 Sale Price of Any Personal Property Included in Sale
 03 Closing Costs Paid at Closing (J)

04

Adjustments

05

06

07

Adjustments for Items Paid by Seller in Advance

- 08 City/Town Taxes to
 09 County Taxes to
 10 Assessments to

11

12

13

14

15

L. Paid Already by or on Behalf of Borrower at Closing

- 01 Deposit
 02 Loan Amount
 03 Existing Loan(s) Assumed or Taken Subject to
 04
 05 Seller Credit

Other Credits

06

07

Adjustments

08

09

10

11

Adjustments for Items Unpaid by Seller

- 12 City/Town Taxes to
 13 County Taxes to
 14 Assessments to

15

16

17

CALCULATION

- Total Due from Borrower at Closing (K)
 Total Paid Already by or on Behalf of Borrower at Closing (L)

Cash to Close ☐ From ☐ To Borrower**SELLER'S TRANSACTION****M. Due to Seller at Closing**

- 01 Sale Price of Property
 02 Sale Price of Any Personal Property Included in Sale

03

04

05

06

07

08

Adjustments for Items Paid by Seller in Advance

- 09 City/Town Taxes to
 10 County Taxes to
 11 Assessments to

12

13

14

15

16

N. Due from Seller at Closing

- 01 Excess Deposit
 02 Closing Costs Paid at Closing (J)
 03 Existing Loan(s) Assumed or Taken Subject to
 04 Payoff of First Mortgage Loan
 05 Payoff of Second Mortgage Loan

06

07

08 Seller Credit

09

10

11

12

13

Adjustments for Items Unpaid by Seller

- 14 City/Town Taxes to
 15 County Taxes to
 16 Assessments to

17

18

19

CALCULATION

- Total Due to Seller at Closing (M)
 Total Due from Seller at Closing (N)

Cash ☐ From ☐ To Seller

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
- ☐ will not allow assumption of this loan on the original terms.

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 payment is more than ____ days late, your lender will charge a late fee of _____

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.
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Partial Payments

Your lender

- ☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
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If this loan is sold, your new lender may have a different policy.

Security Interest

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

Escrow Account

For now, your loan

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

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Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:
		You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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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	

CLOSING DISCLOSURE

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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	

PAGE 4 OF 5 - LOAN ID #

Additional Information About This Loan

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CLOSING DISCLOSURE

PAGE 4 OF 5 - LOAN ID #

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

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 or 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 note and security instrument for 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

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

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

Refinance

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

Tax Deductions

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

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name					
Address					
NMLS ID					
__ License ID					
Contact					
Contact NMLS ID					
Contact __ License 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

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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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Address					
NMLS ID					
___ License ID					
Contact					
Contact NMLS ID					
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Phone					

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Address					
NMLS ID					
___ License ID					
Contact					
Contact NMLS ID					
Contact ___ License ID					
Email					
Phone					

H-25(B) Mortgage Loan Transaction Closing Disclosure – Fixed Rate Loan Sample

Description: This is a sample of a completed Closing Disclosure for the fixed rate loan illustrated by form H-24(B). The purpose, product, sale price, loan amount, loan term, and interest rate have not changed from the estimates provided on the Loan Estimate. The creditor requires an escrow account and that the consumer pay for private mortgage insurance for the transaction.

Closing Disclosure

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

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Epsilon Title Co.
File # 12-3456
Property 456 Somewhere Ave
 Anytown, ST 12345
Sale Price \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
Seller Steve Cole and Amy Doe
 321 Somewhere Drive
 Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type ☒ Conventional ☐ FHA
☐ VA ☐ _____
Loan ID # 123456789
MIC # 000654321

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
Prepayment Penalty	Does the loan have these features? YES • As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82.35	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206.13	+ 206.13
Estimated Total Monthly Payment	\$1,050.26	\$967.91
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	
	\$356.13 a month	In escrow? YES YES NO

Costs at Closing	
Closing Costs	\$9,712.10 Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs – \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$14,147.26 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$1,802.00				
01 0.25 % of Loan Amount (Points)	\$405.00				
02 Application Fee	\$300.00				
03 Underwriting Fee	\$1,097.00				
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For	\$236.55				
01 Appraisal Fee to John Smith Appraisers Inc.					\$405.00
02 Credit Report Fee to Information Inc.		\$29.80			
03 Flood Determination Fee to Info Co.	\$20.00				
04 Flood Monitoring Fee to Info Co.	\$31.75				
05 Tax Monitoring Fee to Info Co.	\$75.00				
06 Tax Status Research Fee to Info Co.	\$80.00				
07					
08					
09					
10					
C. Services Borrower Did Shop For	\$2,655.50				
01 Pest Inspection Fee to Pests Co.	\$120.50				
02 Survey Fee to Surveys Co.	\$85.00				
03 Title - Insurance Binder to Epsilon Title Co.	\$650.00				
04 Title - Lender's Title Insurance to Epsilon Title Co.	\$500.00				
05 Title - Settlement Agent Fee to Epsilon Title Co.	\$500.00				
06 Title - Title Search to Epsilon Title Co.	\$800.00				
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)	\$4,694.05				
Loan Costs Subtotals (A + B + C)	\$4,664.25	\$29.80			
Other Costs					
E. Taxes and Other Government Fees	\$85.00				
01 Recording Fees Deed: \$40.00 Mortgage: \$45.00	\$85.00				
02 Transfer Tax to Any State			\$950.00		
F. Prepaids	\$2,120.80				
01 Homeowner's Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96				
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)	\$279.04				
04 Property Taxes (6 mo.) to Any County USA	\$631.80				
05					
G. Initial Escrow Payment at Closing	\$412.25				
01 Homeowner's Insurance \$100.83 per month for 2 mo.	\$201.66				
02 Mortgage Insurance per month for mo.					
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60				
04					
05					
06					
07					
08 Aggregate Adjustment	- 0.01				
H. Other	\$2,400.00				
01 HOA Capital Contribution to HOA Acre Inc.	\$500.00				
02 HOA Processing Fee to HOA Acre Inc.	\$150.00				
03 Home Inspection Fee to Engineers Inc.	\$750.00			\$750.00	
04 Home Warranty Fee to XYZ Warranty Inc.			\$450.00		
05 Real Estate Commission to Alpha Real Estate Broker			\$5,700.00		
06 Real Estate Commission to Omega Real Estate Broker			\$5,700.00		
07 Title - Owner's Title Insurance (optional) to Epsilon Title Co.	\$1,000.00				
08					
I. TOTAL OTHER COSTS (Borrower-Paid)	\$5,018.05				
Other Costs Subtotals (E + F + G + H)	\$5,018.05				
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$9,712.10				
Closing Costs Subtotals (D + I)	\$9,682.30	\$29.80	\$12,800.00	\$750.00	\$405.00
Lender Credits					

CLOSING DISCLOSURE

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Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES - See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	– \$29.80	YES - You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	– \$10,000.00	– \$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	– \$2,500.00	YES - See Seller Credits in Section L
Adjustments and Other Credits	\$0	– \$1,035.04	YES - See details in Sections K and L
Cash to Close	\$16,054.00	\$14,147.26	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing		\$189,762.30
01	Sale Price of Property	\$180,000.00
02	Sale Price of Any Personal Property Included in Sale	
03	Closing Costs Paid at Closing (J)	\$9,682.30
04		
Adjustments		
05		
06		
07		
Adjustments for Items Paid by Seller in Advance		
08	City/Town Taxes to	
09	County Taxes to	
10	Assessments to	
11	HOA Dues 4/15/13 to 4/30/13	\$80.00
12		
13		
14		
15		
L. Paid Already by or on Behalf of Borrower at Closing		\$175,615.04
01	Deposit	\$10,000.00
02	Loan Amount	\$162,000.00
03	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	\$2,500.00
Other Credits		
06	Rebate from Epsilon Title Co.	\$750.00
07		
Adjustments		
08		
09		
10		
11		
Adjustments for Items Unpaid by Seller		
12	City/Town Taxes 1/1/13 to 4/14/13	\$365.04
13	County Taxes to	
14	Assessments to	
15		
16		
17		
CALCULATION		
Total Due from Borrower at Closing (K)		\$189,762.30
Total Paid Already by or on Behalf of Borrower at Closing (L)		– \$175,615.04
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		\$14,147.26

SELLER'S TRANSACTION

M. Due to Seller at Closing		\$180,080.00
01	Sale Price of Property	\$180,000.00
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
09	City/Town Taxes to	
10	County Taxes to	
11	Assessments to	
12	HOA Dues 4/15/13 to 4/30/13	\$80.00
13		
14		
15		
16		
N. Due from Seller at Closing		\$115,665.04
01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	\$12,800.00
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff of First Mortgage Loan	\$100,000.00
05	Payoff of Second Mortgage Loan	
06		
07		
08	Seller Credit	\$2,500.00
09		
10		
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14	City/Town Taxes 1/1/13 to 4/14/13	\$365.04
15	County Taxes to	
16	Assessments to	
17		
18		
19		
CALCULATION		
Total Due to Seller at Closing (M)		\$180,080.00
Total Due from Seller at Closing (N)		– \$115,665.04
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller		\$64,414.96

Additional Information About This Loan

Loan Disclosures

Assumption

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

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

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ 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 Payments

Your lender

- ☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- ☐ does not accept any partial payments.

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

Security Interest

You are granting a security interest in
456 Somewhere Ave., Anytown, ST 12345

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

Escrow Account

For now, your loan

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

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: Homeowner's Association Dues You may have other property costs.
Initial Escrow Payment	\$412.25	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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.	\$285,803.36
Finance Charge. The dollar amount the loan will cost you.	\$118,830.27
Amount Financed. The loan amount available after paying your upfront finance charge.	\$162,000.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.174%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	69.46%



Questions? If you have questions about the loan terms or 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 note and security instrument for 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

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

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

Refinance

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

Tax Deductions

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

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
Address	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Sometown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
NMLS ID					
ST License ID			Z765416	Z61456	Z61616
Contact	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
Contact NMLS ID	12345				
Contact ST License ID			P16415	P51461	PT1234
Email	joesmith@ ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@ epsilontitle.com
Phone	123-456-7890		123-555-1717	321-555-7171	987-555-4321

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

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H-25(C) Mortgage Loan Transaction Closing Disclosure – Borrower Funds from Second-Lien
Loan in Summaries of Transactions Sample

Description: This is a sample of the information required on the Closing Disclosure by § 1026.38(j) for disclosure of consumer funds from a simultaneous second-lien credit transaction not otherwise disclosed pursuant to § 1026.38(j)(2)(iii) or (iv) that is used to finance part of the purchase price of the property subject to the transaction.

Summaries of Transactions		Use this table to see a summary of your transaction.	
BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing		M. Due to Seller at Closing	
01	Sale Price of Property	01	Sale Price of Property
02	Sale Price of Any Personal Property Included in Sale	02	Sale Price of Any Personal Property Included in Sale
03	Closing Costs Paid at Closing (J)	03	
04		04	
Adjustments		Adjustments	
05		05	
06		06	
07		07	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
08	City/Town Taxes to	09	City/Town Taxes to
09	County Taxes to	10	County Taxes to
10	Assessments to	11	Assessments to
11		12	
12		13	
13		14	
14		15	
15		16	
L. Paid Already by or on Behalf of Borrower at Closing		N. Due from Seller at Closing	
01	Deposit	01	Excess Deposit
02	Loan Amount	02	Closing Costs Paid at Closing (J)
03	Existing Loan(s) Assumed or Taken Subject to	03	Existing Loan(s) Assumed or Taken Subject to
04	Second Loan (Principal Balance \$100,000) \$96,500.00	04	Payoff of First Mortgage Loan
05	Seller Credit	05	Payoff of Second Mortgage Loan
Other Credits		Other Credits	
06		06	
07		07	
Adjustments		Adjustments	
08		08	
09		09	
10		10	
11		11	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12	City/Town Taxes to	14	City/Town Taxes to
13	County Taxes to	15	County Taxes to
14	Assessments to	16	Assessments to
15		17	
16		18	
17		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)		Total Due to Seller at Closing (M)	
Total Paid Already by or on Behalf of Borrower at Closing (L)		Total Due from Seller at Closing (N)	
Cash to Close <input type="checkbox"/> From <input type="checkbox"/> To Borrower		Cash <input type="checkbox"/> From <input type="checkbox"/> To Seller	

H-25(D) Mortgage Loan Transaction Closing Disclosure – Borrower Satisfaction of Seller’s
Second-Lien Loan Outside of Closing in Summaries of Transactions Sample

Description: This is a sample of the information required on the Closing Disclosure by § 1026.38(j) and (k) for the satisfaction of a junior-lien transaction by the consumer, which was not paid from closing funds.

Summaries of Transactions		Use this table to see a summary of your transaction.	
BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing		M. Due to Seller at Closing	
01	Sale Price of Property	01	Sale Price of Property
02	Sale Price of Any Personal Property Included in Sale	02	Sale Price of Any Personal Property Included in Sale
03	Closing Costs Paid at Closing (J)	03	
04		04	
Adjustments		05	
05		06	
06		07	
07		08	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
08	City/Town Taxes to	09	City/Town Taxes to
09	County Taxes to	10	County Taxes to
10	Assessments to	11	Assessments to
11		12	
12		13	
13		14	
14		15	
15		16	
L. Paid Already by or on Behalf of Borrower at Closing		N. Due from Seller at Closing	
01	Deposit	01	Excess Deposit
02	Loan Amount	02	Closing Costs Paid at Closing (J)
03	Existing Loan(s) Assumed or Taken Subject to	03	Existing Loan(s) Assumed or Taken Subject to
04	Satisfaction of Junior Lien \$5,000 P.O.C. Borrower	04	Payoff of First Mortgage Loan
05	Seller Credit	05	Payoff of Second Mortgage Loan
Other Credits		06	Satisfaction of Junior Lien \$5,000 P.O.C. Borrower
06		07	
07		08	Seller Credit
Adjustments		09	
08		10	
09		11	
10		12	
11		13	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12	City/Town Taxes to	14	City/Town Taxes to
13	County Taxes to	15	County Taxes to
14	Assessments to	16	Assessments to
15		17	
16		18	
17		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)		Total Due to Seller at Closing (M)	
Total Paid Already by or on Behalf of Borrower at Closing (L)		Total Due from Seller at Closing (N)	
Cash to Close <input type="checkbox"/> From <input type="checkbox"/> To Borrower		Cash <input type="checkbox"/> From <input type="checkbox"/> To Seller	

CLOSING DISCLOSURE

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H-25(E) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction Sample

Description: This is a sample of a completed Closing Disclosure for the refinance

transaction illustrated by form H-24(D). The purpose, loan amount, loan term, and interest rate have not changed from the estimates provided on the Loan Estimate. The outstanding balance of the existing mortgage loan securing the property was less than estimated on the Loan Estimate. The creditor requires an escrow account and that the consumer pay for private mortgage insurance for the transaction.

Closing Disclosure

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

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Zeta Title
File # 12-3456
Property 123 Anywhere Street
 Anytown, ST 12345
Appraised Prop. Value \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Refinance
Product Fixed Rate
Loan Type ☒ Conventional ☐ FHA
☐ VA ☐ _____
Loan ID # 123456789
MIC # 009874513

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$150,000	NO
Interest Rate	4.25%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$737.91	NO
Does the loan have these features?		
Prepayment Penalty	NO	
Balloon Payment	NO	

Projected Payments			
Payment Calculation	Years 1-4		Years 5-30
Principal & Interest	\$737.91		\$737.91
Mortgage Insurance	+	82.35	+ —
Estimated Escrow <i>Amount can increase over time</i>	+	206.13	+ 206.13
Estimated Total Monthly Payment	\$1,026.39		\$944.04
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See details on page 4</i>	\$356.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: HOA Dues <i>See page 4 for escrowed property costs. You must pay for other property costs separately.</i>	In escrow? YES YES NO

Costs at Closing	
Closing Costs	\$5,757.57 Includes \$3,495.50 in Loan Costs + \$2,762.07 in Other Costs – \$500 in Lender Credits. See page 2 for details.
Cash to Close	\$29,677.43 Includes Closing Costs. See Calculating Cash to Close on page 3 for details. <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

Closing Cost Details

Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges	\$1,950.00		
01 .5 % of Loan Amount (Points)	\$750.00		
02 Application Fee	\$250.00		
03 Origination Fee	\$450.00		
04 Underwriting Fee	\$500.00		
05			
06			
07			
08			
B. Services Borrower Did Not Shop For	\$610.00		
01 Appraisal Fee to John Smith Appraisers Inc.		\$405.00	
02 Credit Report Fee to Information Inc.		\$30.00	
03 Flood Determination Fee to Info Co.	\$20.00		
04 Flood Monitoring Fee to Info Co.	\$45.00		
05 Tax Monitoring Fee to Info Co.	\$65.00		
06 Tax Status Research Fee to Info Co.	\$45.00		
07			
08			
09			
10			
C. Services Borrower Did Shop For	\$935.50		
01 Pest Inspection Fee to Pests Co.	\$85.00		
02 Title - Insurance Binder to Epsilon Title Co.	\$50.00		
03 Title - Lender's Title Policy to Epsilon Title Co.	\$250.50		
04 Title - Settlement Agent Fee to Epsilon Title Co.	\$350.00		
05 Title - Title Search to Epsilon Title Co.	\$200.00		
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)	\$3,495.50		
Loan Costs Subtotals (A + B + C)	\$3,060.50	\$435.00	
Other Costs			
E. Taxes and Other Government Fees	\$60.00		
01 Recording Fees Deed: Mortgage: \$60.00	\$60.00		
02			
F. Prepays	\$2,125.12		
01 Homeowner's Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96		
02 Mortgage Insurance Premium (mo.)			
03 Prepaid Interest (\$17.71 per day from 4/15/2013 to 5/1/2013)	\$283.36		
04 Property Taxes (6 mo.) to Any County USA	\$631.80		
05			
G. Initial Escrow Payment at Closing	\$576.95		
01 Homeowner's Insurance \$100.83 per month for 2 mo.	\$201.66		
02 Mortgage Insurance \$82.35 per month for 2 mo.	\$164.70		
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60		
04			
05			
06			
07			
08 Aggregate Adjustment	- \$0.01		
H. Other			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL OTHER COSTS (Borrower-Paid)	\$2,762.07		
Other Costs Subtotals (E + F + G + H)	\$2,762.07		
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$5,757.57		
Closing Costs Subtotals (D + I)	\$5,822.57	\$435.00	
Lender Credits	- \$500.00		

CLOSING DISCLOSURE

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Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 Rho Servicing to pay off existing loan	\$115,000.00
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL PAYOFFS AND PAYMENTS	\$115,000.00

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$150,000.00	\$150,000.00	NO
Total Closing Costs (J)	– \$5,099.00	– \$5,757.57	YES - See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	\$435.00	YES - You paid these Closing Costs before closing
Total Payoffs and Payments (K)	– \$120,000.00	– \$115,000.00	YES - See Payoffs and Payments (K)
Cash to Close	\$24,901.00 <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$29,677.43 <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$5,322.57

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
☒ will not allow assumption of this loan on the original terms.

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

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
☐ 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 Payments

Your lender

- ☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
☐ does not accept any partial payments.

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

Security Interest

You are granting a security interest in
123 Anywhere Street, Anytown, ST 12345

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

Escrow Account

For now, your loan

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

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Property Taxes, Homeowner's Insurance
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: HOA Dues You may have other property costs.
Initial Escrow Payment	\$576.95	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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.	\$273,214.50
Finance Charge. The dollar amount the loan will cost you.	\$121,029.00
Amount Financed. The loan amount available after paying your upfront finance charge.	\$148,241.94
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.543%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	77.29%



Questions? If you have questions about the loan terms or 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 note and security instrument for 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

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

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

Refinance

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

Tax Deductions

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

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name	Ficus Bank		Zeta Title
Address	4321 Random Blvd. Somecity, ST 12340		321 Uptown Dr. Anytown, ST 12345
NMLS ID			
ST License ID			P76821
Contact	Joe Smith		Joan Taylor
Contact NMLS ID	12345		
Contact License ID			
Email	joesmith@ficusbank.com		joan@zt.biz
Phone	123-456-7890		555-321-9876

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 # 123456789

H-25(F) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction Sample

(amount in excess of § 1026.19(e)(3))

Description: This is a sample of the completed disclosures required by § 1026.38(e) and (h) for a completed Closing Disclosure for the refinance transaction illustrated by form H-24(D). The Closing Costs have increased in excess of the good faith requirements of § 1026.19(e)(3) by \$200, for which the creditor has provided a refund under § 1026.19(f)(2)(v).

J. TOTAL CLOSING COSTS (Borrower-Paid)	\$5,977.57	
Closing Costs Subtotals (D + I)	\$5,822.57	\$655.00
Lender Credits (Includes \$200 credit for increase in Closing Costs above legal limit)	– \$500.00	

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Loan Estimate	Final	Did this change?
Loan Amount	\$150,000.00	\$150,000.00	NO
Total Closing Costs (J)	– \$5,099.00	– \$5,977.57	YES • See Total Loan Costs (D) and Total Other Costs (I) • Increase exceeds legal limits by \$200. See Lender Credits on page 2 for credit of excess amount.
Closing Costs Paid Before Closing	\$0	\$655.00	YES • You paid these Closing Costs before closing
Total Payoffs and Payments (K)	– \$120,000.00	– \$115,000.00	YES • See Payoffs and Payments (K)
Cash to Close	\$24,901.00 <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$29,677.43 <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$5,322.57

H-25(G) Mortgage Loan Transaction Closing Disclosure – Refinance Transaction with Cash from Consumer at Consummation

Description: This is a sample of a completed Closing Disclosure for a refinance transaction in which the consumer must pay additional funds to satisfy the existing mortgage loan securing the property and other existing debt to consummate the transaction.

Closing Disclosure

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

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Zeta Title
File # 12-3456
Property 123 Anywhere Street
Anytown, ST 12345
Appraised Prop. Value \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
123 Anywhere Street
Anytown, ST 12345
Lender Fir Bank

Loan Information

Loan Term 30 years
Purpose Refinance
Product Fixed Rate
Loan Type ☒ Conventional ☐ FHA
☐ VA ☐
Loan ID # 123456789
MIC # 009874513

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$150,000	NO
Interest Rate	4.125%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$726.97	NO
Does the loan have these features?		
Prepayment Penalty	NO	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-4	Years 5-30
Principal & Interest	\$726.97	\$726.97
Mortgage Insurance	+ 82.35	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206.13	+ 206.13
Estimated Total Monthly Payment	\$1,015.45	\$933.10
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$206.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing	
Closing Costs	\$6,156.60 Includes \$3,800.50 in Loan Costs + \$2,856.10 in Other Costs – \$500 in Lender Credits. See page 2 for details.
Cash to Close	\$6,716.60 Includes Closing Costs. See Calculating Cash to Close on page 3 for details. <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower

Closing Cost Details

Loan Costs	Borrower-Paid		Paid by Others
	At Closing	Before Closing	
A. Origination Charges	\$2,250.00		
01 1 % of Loan Amount (Points)	\$1,500.00		
02 Application Fee	\$750.00		
03			
04			
05			
06			
07			
08			
B. Services Borrower Did Not Shop For	\$620.00		
01 Appraisal Fee to John Smith Appraisers Inc.		\$405.00	
02 Credit Report Fee to Information Inc.		\$35.00	
03 Flood Determination Fee to Info Co.	\$25.00		
04 Flood Monitoring Fee to Info Co.	\$45.00		
05 Tax Monitoring Fee to Info Co.	\$65.00		
06 Tax Status Research Fee to Info Co.	\$45.00		
07			
08			
09			
10			
C. Services Borrower Did Shop For	\$930.50		
01 Pest Inspection Fee to Pests Co.	\$80.00		
02 Title - Insurance Binder to Epsilon Title Co.	\$50.00		
03 Title - Lender's Title Policy to Epsilon Title Co.	\$250.50		
04 Title - Settlement Agent Fee to Epsilon Title Co.	\$350.00		
05 Title - Title Search to Epsilon Title Co.	\$200.00		
06			
07			
08			
D. TOTAL LOAN COSTS (Borrower-Paid)	\$3,800.50		
Loan Costs Subtotals (A + B + C)	\$3,360.50	\$440.00	
Other Costs			
E. Taxes and Other Government Fees	\$80.00		
01 Recording Fees Deed: Mortgage: \$80.00	\$80.00		
02			
F. Prepays	\$2,199.15		
01 Homeowner's Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96		
02 Mortgage Insurance Premium (1 mo.) to MI Co.	\$82.35		
03 Prepaid Interest (\$17.19 per day from 4/15/2013 to 5/1/2013)	\$275.04		
04 Property Taxes (6 mo.) to Any County USA	\$631.80		
05			
G. Initial Escrow Payment at Closing	\$576.95		
01 Homeowner's Insurance \$100.83 per month for 2 mo.	\$201.66		
02 Mortgage Insurance \$82.35 per month for 2 mo.	\$164.70		
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60		
04			
05			
06			
07			
08 Aggregate Adjustment	- \$0.01		
H. Other			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL OTHER COSTS (Borrower-Paid)	\$2,856.10		
Other Costs Subtotals (E + F + G + H)	\$2,856.10		
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$6,156.60		
Closing Costs Subtotals (D + I)	\$6,216.60	\$440.00	
Lender Credits	- \$500.00		

CLOSING DISCLOSURE

PAGE 2 OF 5 • LOAN ID # 123456789

Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01 Rho Servicing to pay off existing loan	\$124,000.00
02 Beta Card Inc. to pay down credit card balance	\$5,000.00
03 Bob's Home Improvement to pay off mechanic's lien	\$12,000.00
04 State of Anywhere to pay off tax lien	\$10,000.00
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL PAYOFFS AND PAYMENTS	\$151,000.00

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Loan Amount	\$150,000.00	\$150,000.00	NO
Total Closing Costs (J)	– \$5,691.00	– \$6,156.60	YES - See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	\$440.00	YES - You paid these Closing Costs before closing
Total Payoffs and Payments (K)	– \$120,000.00	– \$151,000.00	YES - See Payoffs and Payments (K)
Cash to Close	\$24,309.00	\$6,716.60	
	<input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$5,691.00

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
☒ will not allow assumption of this loan on the original terms.

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

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
☐ 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 Payments

Your lender

- ☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
☐ does not accept any partial payments.

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

Security Interest

You are granting a security interest in
123 Anywhere Street, Anytown, ST 12345

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

Escrow Account

For now, your loan

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

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Property Taxes, Homeowner's Insurance
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	\$576.95	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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.	\$269,574.50
Finance Charge. The dollar amount the loan will cost you.	\$116,884.00
Amount Financed. The loan amount available after paying your upfront finance charge.	\$148,367.91
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.404%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	74.66%



Questions? If you have questions about the loan terms or 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 note and security instrument for 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

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

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

Refinance

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

Tax Deductions

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

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name	Fir Bank		Zeta Title
Address	4321 Random Blvd. Somecity, ST 12340		321 Uptown Dr. Anytown, ST 12345
NMLS ID			
ST License ID			P76821
Contact	Joe Smith		Joan Taylor
Contact NMLS ID	12345		
Contact License ID			
Email	joesmith@firbank.com		joan@zt.biz
Phone	123-456-7890		555-321-9876

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 # 123456789

H-25(H) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Cost Details

– Model Form

Description: This is a blank model form of the modification to Closing Cost Details permitted by § 1026.38(t)(5)(iv)(B).

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Closing Cost Details

Other Costs			Borrower-Paid		Seller-Paid		Paid by Others
			At Closing	Before Closing	At Closing	Before Closing	
E. Taxes and Other Government Fees							
01	Recording Fees	Deed: Mortgage:					
02							
03							
04							
05							
06							
07							
08							
09							
10							
11							
12							
13							
14							
F. Prepays							
01	Homeowner's Insurance Premium (mo.)						
02	Mortgage Insurance Premium (mo.)						
03	Prepaid Interest (per day from to)						
04	Property Taxes (mo.)						
05							
06							
07							
08							
09							
10							
11							
12							
13							
14							
G. Initial Escrow Payment at Closing							
01	Homeowner's Insurance	per month for mo.					
02	Mortgage Insurance	per month for mo.					
03	Property Taxes	per month for mo.					
04							
05							
06							
07							
08							
09							
10							
11							
12							
13							
14	Aggregate Adjustment						
H. Other							
01							
02							
03							
04							
05							
06							
07							
08							
09							
10							
11							
12							
13							
14							
15							
I. TOTAL OTHER COSTS (Borrower-Paid)							
Other Costs Subtotals (E + F + G + H)							
J. TOTAL CLOSING COSTS (Borrower-Paid)							
Closing Costs Subtotals (I + J)							
Lender Credits							

H-25(I) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Disclosure for
Disclosure Provided to Seller – Model Form

Description: This is a blank model form of the modification permitted by
§ 1026.38(t)(5)(vi).

Closing Disclosure

Closing Information

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property

Sale Price

Transaction Information

Borrower

Seller

Summaries of Transactions

SELLER'S TRANSACTION

Due to Seller at Closing

01 Sale Price of Property
02 Sale Price of Any Personal Property Included in Sale
03
04
05
06
07
08

Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes to
10 County Taxes to
11 Assessments to
12
13
14
15
16

Due from Seller at Closing

01 Excess Deposit
02 Closing Costs Paid at Closing (I)
03 Existing Loan(s) Assumed or Taken Subject to
04 Payoff of First Mortgage Loan
05 Payoff of Second Mortgage Loan
06
07
08 Seller Credit
09
10
11
12
13

Adjustments for Items Unpaid by Seller

14 City/Town Taxes to
15 County Taxes to
16 Assessments to
17
18
19

CALCULATION

Total Due to Seller at Closing

Total Due from Seller at Closing

Cash ☐ From ☐ To Seller

Contact Information

REAL ESTATE BROKER (B)

Name

Address

__ License ID

Contact

Contact __ License ID

Email

Phone

REAL ESTATE BROKER (S)

Name

Address

__ License ID

Contact

Contact __ License ID

Email

Phone

SETTLEMENT AGENT

Name

Address

__ License ID

Contact

Contact __ License ID

Email

Phone



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

Loan Costs	Seller-Paid	
	At Closing	Before Closing
A. Origination Charges		
01 % of Loan Amount (Points)		
02		
03		
04		
05		
06		
07		
08		
B. Services Borrower Did Not Shop For		
01		
02		
03		
04		
05		
06		
07		
08		
C. Services Borrower Did Shop For		
01		
02		
03		
04		
05		
06		
07		
08		

Other Costs		
E. Taxes and Other Government Fees		
01 Recording Fees	Deed:	Mortgage:
02		
F. Prepaids		
01 Homeowner's Insurance Premium (mo.)		
02 Mortgage Insurance Premium (mo.)		
03 Prepaid Interest (per day from to)		
04 Property Taxes (mo.)		
05		
G. Initial Escrow Payment at Closing		
01 Homeowner's Insurance	per month for mo.	
02 Mortgage Insurance	per month for mo.	
03 Property Taxes	per month for mo.	
04		
05		
06		
07		
08 Aggregate Adjustment		
H. Other		
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		
13		
J. TOTAL CLOSING COSTS		

H-25(J) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Disclosure for
Transaction Not Involving Seller – Model Form

Description: This is a blank model form of the alternative disclosures and modifications permitted by § 1026.38(d)(2), (e), and (t)(5)(vii) for transactions without a seller.

Closing Disclosure

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

Closing Information

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property

Appraised Prop. Value

Transaction Information

Borrower

Lender

Loan Information

Loan Term

Purpose

Product

Loan Type ☐ Conventional ☐ FHA
☐ VA ☐ _____

Loan ID #

MIC #

Loan Terms	Can this amount increase after closing?
Loan Amount	
Interest Rate	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	
	Does the loan have these features?
Prepayment Penalty	
Balloon Payment	

Projected Payments	
Payment Calculation	
Principal & Interest	
Mortgage Insurance	
Estimated Escrow <i>Amount can increase over time</i>	
Estimated Total Monthly Payment	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	<p>This estimate includes</p> <p><input type="checkbox"/> Property Taxes</p> <p><input type="checkbox"/> Homeowner's Insurance</p> <p><input type="checkbox"/> Other:</p> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>
	In escrow?

Costs at Closing	
Closing Costs	Includes _____ in Loan Costs + _____ in Other Costs – _____ in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i> <input type="checkbox"/> From <input type="checkbox"/> To Borrower

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

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property

Estimated Prop. Value

Transaction Information

Borrower

Lender

Loan Information

Loan Term

Purpose

Product

Loan Type ☐ Conventional ☐ FHA
☐ VA ☐ _____

Loan ID #

MIC #

Loan Terms	Can this amount increase after closing?
Loan Amount	
Interest Rate	
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	
	Does the loan have these features?
Prepayment Penalty	
Balloon Payment	

Projected Payments	
Payment Calculation	
Principal & Interest	
Mortgage Insurance	
Estimated Escrow <i>Amount can increase over time</i>	
Estimated Total Monthly Payment	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	<p>This estimate includes</p> <p><input type="checkbox"/> Property Taxes</p> <p><input type="checkbox"/> Homeowner's Insurance</p> <p><input type="checkbox"/> Other:</p> <p><i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i></p>
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CLOSING DISCLOSURE

PAGE 1 OF 5 - LOAN ID #

Closing Cost Details

Loan Costs		Borrower-Paid		Paid by Others
		At Closing	Before Closing	
A. Origination Charges				
01	% of Loan Amount (Points)			
02				
03				
04				
05				
06				
07				
08				
B. Services Borrower Did Not Shop For				
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				
C. Services Borrower Did Shop For				
01				
02				
03				
04				
05				
06				
07				
08				
D. TOTAL LOAN COSTS (Borrower-Paid)				
Loan Costs Subtotals (A + B + C)				
Other Costs				
E. Taxes and Other Government Fees				
01	Recording Fees	Deed:	Mortgage:	
02				
F. Prepays				
01	Homeowner's Insurance Premium (mo.)			
02	Mortgage Insurance Premium (mo.)			
03	Prepaid Interest (per day from to)			
04	Property Taxes (mo.)			
05				
G. Initial Escrow Payment at Closing				
01	Homeowner's Insurance	per month for	mo.	
02	Mortgage Insurance	per month for	mo.	
03	Property Taxes	per month for	mo.	
04				
05				
06				
07				
08	Aggregate Adjustment			
H. Other				
01				
02				
03				
04				
05				
06				
07				
08				
I. TOTAL OTHER COSTS (Borrower-Paid)				
Other Costs Subtotals (E + F + G + H)				
J. TOTAL CLOSING COSTS (Borrower-Paid)				
Closing Costs Subtotals (D + I)				
Lender Credits				

Payoffs and Payments

Use this table to see a summary of your payoffs and payments to others from your loan amount.

TO	AMOUNT
01	
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL PAYOFFS AND PAYMENTS	

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	<input type="checkbox"/> From <input type="checkbox"/> To Borrower	<input type="checkbox"/> From <input type="checkbox"/> To Borrower	Closing Costs Financed (Paid from your Loan Amount)

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
- ☐ will not allow assumption of this loan on the original terms.

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 payment is more than ____ days late, your lender will charge a late fee of _____

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.
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Partial Payments

Your lender

- ☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
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If this loan is sold, your new lender may have a different policy.

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.

Escrow Account

For now, your loan

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Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:
		You may have other property costs.
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Monthly Escrow Payment		The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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Security Interest

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

Adjustable Payment (AP) Table

Interest Only Payments?	
Optional Payments?	
Step Payments?	
Seasonal Payments?	
Monthly Principal and Interest Payments	
First Change/Amount	
Subsequent Changes	
Maximum Payment	

CLOSING DISCLOSURE

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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	

PAGE 4 OF 5 - LOAN ID #

Additional Information About This Loan

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PAGE 4 OF 5 - LOAN ID #

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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

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 or 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 note and security instrument for 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

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

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

Refinance

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

Tax Deductions

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

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name			
Address			
NMLS ID			
___ License ID			
Contact			
Contact NMLS ID			
Contact ___ License 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

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Loan Acceptance

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Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name			
Address			
NMLS ID			
___ License ID			
Contact			
Contact NMLS ID			
Contact ___ License ID			
Email			
Phone			

Loan Calculations

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Contact			
Contact NMLS ID			
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NMLS ID			
__ License ID			
Contact			
Contact NMLS ID			
Contact __ License ID			
Email			
Phone			

H-26 Mortgage Loan Transaction – Pre-Loan Estimate Statement – Model Form

Description: This is a model of the statement required by § 1026.19(e)(2)(ii) to be stated at the top of the front of the first page of a written estimate of terms or costs specific to a consumer that is provided to a consumer before the consumer receives the disclosures required under § 1026.19(e)(1)(i).

***Your actual rate, payment, and costs could be higher.
Get an official Loan Estimate before choosing a loan.***

H-27(A) Mortgage Loan Transaction – Written List of Providers – Model Form

Description: This is a blank model form for the written list of settlement service providers required by § 1026.19(e)(1)(vi) and the statement required by § 1026.19(e)(1)(vi)(C) that the consumer may select a settlement service provider that is not on the list.

Additional Details for Services You Can Shop For

To get you started with shopping, this list identifies some providers for the services you can shop for (see Section C on page 2 of your Loan Estimate).

[illegible]

APPLICANTS:

DATE ISSUED:

LOAN ID #

H-27(B) Mortgage Loan Transaction – Sample of Written List of Providers

Description: This is a sample of the Written List of Providers for the transaction in the sample Loan Estimate illustrated by form H-24(B).

Additional Details for Services You Can Shop For

To get you started with shopping, this list identifies some providers for the services you can shop for (see Section C on page 2 of your Loan Estimate).

Service Provider List		You can select these providers or shop for your own providers.	
Service	Estimate	Provider We Identified	Contact Information
Pest Inspection Fee	\$135	Pest Co.	Jane Polk 123 Avenue A Anytown, ST 12345 janep@pestco.com 111-222-3333
Survey Fee	\$65	Surveyor LLC	Bill Barnes 456 Avenue B Anytown, ST 12341 billb@surveyorllc.com 111-333-4444
Title – Insurance Binder	\$700	Gamma Title Co.	Joanna Campbell 789 Avenue C Anytown, ST 12333 joannac@gammatitle.com 222-444-5555
Title – Lender's Title Policy	\$535		
Title – Settlement Agent Fee	\$502		
Title – Title Search	\$1,261		
Title – Lender's Title Insurance	\$1,100	Delta Title Inc.	Frank Fields 321 Avenue D Anytown, ST 12321 frankf@deltatitle.com 222-444-6666
Title – Other Title Services	\$1,000		
Title – Settlement Agent Fee	\$350		

APPLICANTS: Michael Jones and Mary Stone

DATE ISSUED: 2/15/2013

LOAN ID # 123456789

H-27(C) Mortgage Loan Transaction – Sample of Written List of Providers with Services You
Cannot Shop For

Description: This is a sample of the Written List of Providers with information about the providers selected by the creditor for the charges disclosed pursuant to § 1026.37(f)(2).

Additional Details for Services You Can Shop For

To get you started with shopping, this list identifies some providers for the services you can shop for (see Section C on page 2 of your Loan Estimate).

Service Provider List		You can select these providers or shop for your own providers.	
Service	Estimate	Provider We Identified	Contact Information

Additional Details for Services You Cannot Shop For

Service Provider List		You can only select from these providers for these services.	
Service	Estimate	Provider We Identified	Contact Information

APPLICANTS:

DATE ISSUED:

LOAN ID #

H-28(A) Mortgage Loan Transaction Loan Estimate – Spanish Language Model Form

Description: This is a blank model Loan Estimate that illustrates the application of the content requirements in § 1026.37, and is translated into the Spanish language as permitted by § 1026.37(o)(5)(ii). This form provides two variations of page one, four variations of page two, and four variations of page three, reflecting the variable content requirements in § 1026.37.

Guarde esta Estimación de Préstamo para compararla con su Declaración de Cierre.

Estimación de Préstamo

FECHA DE EMISIÓN
SOLICITANTES

INMUEBLE

PRECIO DE VENTA

PLAZO DEL PRÉSTAMO

FINALIDAD

PRODUCTO

TIPO DE PRÉSTAMO ☐ Convencional ☐ FHA ☐ VA ☐ _____

N.º DEL PRÉSTAMO

BLOQUEO DE TASA ☐ NO ☐ SÍ, hasta el _____ a las _____

Antes del cierre, la tasa de interés, los puntos y los créditos del prestamista podrían cambiar, a menos que usted bloquee la tasa de interés. Todos los demás costos de cierre estimados estarán vigentes hasta el

Términos del préstamo		¿Puede aumentar este monto después del cierre?	
Monto del préstamo			
Tasa de interés			
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>			
		¿Tiene el préstamo estas características?	
Multa por pago anticipado			
Cuota extraordinaria			
Pagos proyectados			
Cálculo de los pagos			
Capital e intereses			
Seguro hipotecario			
Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>			
Pago total mensual estimado			
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo</i>		Esta estimación incluye <input type="checkbox"/> Impuestos sobre la propiedad <input type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: <i>Consulte la Sección G en la página 2 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>	¿En depósito?
Costos al momento del cierre			
Costos de cierre estimados		Incluye _____ por costos del préstamo + _____ por otros costos – _____ por créditos del prestamista. Consulte los detalles en la página 2.	
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.	

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

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 1 DE 3 • N.º DEL PRÉSTAMO

Guarde esta Estimación de Préstamo para compararla con su Declaración de Cierre.

Estimación de Préstamo

FECHA DE EMISIÓN
SOLICITANTES

INMUEBLE

VALOR ESTIMADO
DE LA VIVIENDA

PLAZO DEL PRÉSTAMO

FINALIDAD

PRODUCTO

TIPO DE PRÉSTAMO ☐ Convencional ☐ FHA ☐ VA ☐ _____

N.º DEL PRÉSTAMO

BLOQUEO DE TASA ☐ NO ☐ SÍ, hasta el _____ a las _____

Antes del cierre, la tasa de interés, los puntos y los créditos del prestamista podrían cambiar, a menos que usted bloquee la tasa de interés. Todos los demás costos de cierre estimados estarán vigentes hasta el _____.

Términos del préstamo		¿Puede aumentar este monto después del cierre?	
Monto del préstamo			
Tasa de interés			
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>			
		¿Tiene el préstamo estas características?	
Multa por pago anticipado			
Cuota extraordinaria			
Pagos proyectados			
Cálculo de los pagos			
Capital e intereses			
Seguro hipotecario			
Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>			
Pago total mensual estimado			
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo</i>		Esta estimación incluye <input type="checkbox"/> Impuestos sobre la propiedad <input type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: _____ <i>Consulte la Sección G en la página 2 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>	¿En depósito? <input type="checkbox"/> Sí <input type="checkbox"/> No
Costos al momento del cierre			
Costos de cierre estimados		Incluye _____ por costos del préstamo + _____ por otros costos – _____ por créditos del prestamista. Consulte los detalles en la página 2.	
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.	

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

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 1 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	
% 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 (díarios 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)	
		J. TOTAL DE COSTOS DE CIERRE	
		D + I Créditos del prestamista	
		Cálculo del dinero en efectivo para el cierre	
		Total de costos de cierre (J)	
		Costos de cierre financiados (pagados del monto del préstamo)	
		Pago inicial/Fondos del deudor	
		Depósito	
		Fondos para el deudor	
		Créditos del vendedor	
		Ajustes y otros créditos	
D. COSTOS TOTALES DEL PRESTAMO (A + B + C)		Dinero en efectivo estimado para el cierre	

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	
% 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 (díarios 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	
B. Servicios que usted no puede contratar		H. Otros	
C. Servicios que usted puede contratar		I. TOTAL DE OTROS COSTOS (E + F + G + H)	
D. COSTOS TOTALES DEL PRESTAMO (A + B + C)		J. TOTAL DE COSTOS DE CIERRE	
		D + I Créditos del prestamista	
		Cálculo del dinero en efectivo para el cierre	
		Total de costos de cierre (J)	
		Costos de cierre financiados (pagados del monto del préstamo)	
		Pago inicial/Fondos del deudor	
		Depósito	
		Fondos para el deudor	
		Créditos del vendedor	
		Ajustes y otros créditos	
		Dinero en efectivo estimado para el cierre	
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	
% 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 (díarios 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)	
		J. TOTAL DE COSTOS DE CIERRE	
		D + I Créditos del prestamista	
C. Servicios que usted puede contratar		Cálculo del dinero en efectivo para el cierre	
		Total de costos de cierre (J)	
		Costos de cierre financiados (pagados del monto del préstamo)	
		Pago inicial/Fondos del deudor	
		Depósito	
		Fondos para el deudor	
		Créditos del vendedor	
		Ajustes y otros créditos	
D. COSTOS TOTALES DEL PRESTAMO (A + B + C)		Dinero en efectivo estimado para el cierre	
		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	

Información adicional sobre este préstamo

PRESTAMISTA

N.º DE NMLS/ LICENCIA DE _____

AGENTE DE PRÉSTAMO

N.º DE NMLS/ LICENCIA DE _____

CORREO ELECTRÓNICO

TELÉFONO

CORREDOR HIPOTECARIO

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 del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de _____ días, le cobraremos un recargo de _____
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.
Seguro de la vivienda	Este préstamo exige un seguro de la vivienda, que puede obtenerse de una empresa que usted seleccione y que nosotros consideremos aceptable.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.
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.

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

Información adicional sobre este préstamo

PRESTAMISTA

N.º DE NMLS/ LICENCIA DE _____

AGENTE DE PRÉSTAMO

N.º DE NMLS/ LICENCIA DE _____

CORREO ELECTRÓNICO

TELÉFONO

CORREDOR HIPOTECARIO

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 del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de _____ días, le cobraremos un recargo de _____
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.
Seguro de la vivienda	Este préstamo exige un seguro de la vivienda, que puede obtenerse de una empresa que usted seleccione y que nosotros consideremos aceptable.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.
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.

Información adicional sobre este préstamo

PRESTAMISTA

N.º DE NMLS/ LICENCIA DE _____

AGENTE DE PRÉSTAMO

N.º DE NMLS/ LICENCIA DE _____

CORREO ELECTRÓNICO

TELÉFONO

CORREDOR HIPOTECARIO

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 del préstamo

Nuestra intención es

- ☐ brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre.
☐ transferir los servicios de administración de su préstamo.

Pago atrasado

Si su pago presenta un retraso de más de _____ días, le cobraremos un recargo de _____

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.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona,

- ☐ permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
☐ no permitiremos que se asuma este préstamo con sus términos y condiciones originales.

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

Información adicional sobre este préstamo

PRESTAMISTA

N.º DE NMLS/ LICENCIA DE _____

AGENTE DE PRÉSTAMO

N.º DE NMLS/ LICENCIA DE _____

CORREO ELECTRÓNICO

TELÉFONO

CORREDOR HIPOTECARIO

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 del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de _____ días, le cobraremos un recargo de _____
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.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.

H-28(B) Mortgage Loan Transaction Loan Estimate – Spanish Language Purchase Sample

Description: This is a sample of the Loan Estimate illustrated by form H-24(C) for a 5 Year Interest Only, 5/3 Adjustable Rate loan, translated into the Spanish language as permitted by § 1026.37(o)(5)(ii).

FICUS BANK

4321 Random Boulevard • Somer City, ST 12340

Guarde esta Estimación de Préstamo para compararla con su Declaración de Cierre.

Estimación de Préstamo

FECHA DE EMISIÓN 2/15/2013
SOLICITANTES Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
INMUEBLE 456 Somewhere Avenue
 Anytown, ST 12345
PRECIO DE VENTA \$240,000

PLAZO DEL PRÉSTAMO 30 años
FINALIDAD Adquisición por compra
PRODUCTO Por 5 años pago de intereses solamente,
 5/3 tasa ajustable
TIPO DE PRÉSTAMO ☒ Convencional ☐ FHA ☐ VA ☐ _____
N.º DEL PRÉSTAMO 123456789
BLOQUEO DE TASA ☐ NO ☒ SÍ, hasta el 4/16/2013 a las 5:00 p. m. EDT

Antes del cierre, la tasa de interés, los puntos y los créditos del prestamista podrían cambiar, a menos que usted bloquee la tasa de interés. Todos los demás costos de cierre estimados estarán vigentes hasta el 3/4/2013 a las 5:00 p. m. EDT

Términos del préstamo		¿Puede aumentar este monto después del cierre?	
Monto del préstamo	\$211,000	NO	
Tasa de interés	4%	SÍ	<ul style="list-style-type: none"> Se ajusta cada tres años a partir del año 6 Puede subir hasta el 12 % en el año 15 Para obtener más información, consulte la tabla de tasas de interés ajustable (TIA) en la página 2
Pago mensual de intereses y capital Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual	\$703.33	SÍ	<ul style="list-style-type: none"> Se ajusta cada tres años a partir del año 6 Puede subir hasta \$2,068 en el año 15 Incluye solo el interés y no el capital hasta el año 6 Para obtener más información, consulte la tabla de pagos ajustables (PA) en la página 2
¿Tiene el préstamo estas características?			
Multa por pago anticipado		NO	
Cuota extraordinaria		NO	

Pagos proyectados				
Cálculo de los pagos	Años 1 a 5	Años 6 a 8	Años 9 a 11	Años 12 a 30
Capital e intereses	\$703.33 solo intereses	\$1,028 min \$1,359 máx	\$1,028 min \$1,604 máx	\$1,028 min \$2,068 máx
Seguro hipotecario	+ 109	+ 109	+ 109	+ —
Depósito estimado para impuestos y seguros de la vivienda El monto puede aumentar con el paso del tiempo	+ 0	+ 0	+ 0	+ 0
Pago total mensual estimado	\$812	\$1,137 – \$1,468	\$1,137 – \$1,713	\$1,028 – \$2,068
Impuestos, seguro y evaluaciones estimados El monto puede aumentar con el paso del tiempo	\$533 por mes	Esta estimación incluye <input checked="" type="checkbox"/> Impuestos sobre la propiedad <input checked="" type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: Consulte la Sección G en la página 2 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.		¿En depósito? NO NO

Costos al momento del cierre	
Costos de cierre estimados	\$8,791 Incluye \$5,851 por costos del préstamo + \$2,940 por otros costos – \$0 por créditos del prestamista. Consulte los detalles en la página 2.
Dinero en efectivo estimado para el cierre	\$27,791 Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 2.

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

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 1 DE 3 • N.º DEL PRÉSTAMO 123456789

Detalles de los costos del cierre

Costos del préstamo		Otros costos	
A. Gastos por tramitación		E. Impuestos y otros cargos gubernamentales	
1 % del monto del préstamo (Puntos)	\$2,110	Costos de registro y otros impuestos	\$152
Cargo por procesamiento	\$500	Impuestos por transferencia de título	
Cargo por la solicitud del préstamo	\$500		
B. Servicios que usted no puede contratar		F. Pagos anticipados	
Cargo por determinación de zonas de inundación	\$35	Impuestos sobre la propiedad (meses)	
Cargo por informe de crédito	\$30	Pago anticipado de intereses	
Cargo por investigación sobre situación tributaria	\$50	(\$23.44 diarios durante 15 días a la tasa de 4.00%)	\$352
Cargo por valoración de la vivienda	\$305	Prima del seguro de hipoteca (meses)	
Honorarios del abogado del prestamista	\$400	Prima del seguro de la vivienda (12 meses)	\$1,000
C. Servicios que usted puede contratar		G. Pago inicial de la cuenta en depósito al cierre	
Cargo por inspección de plagas	\$125	Impuestos sobre la propiedad	
Cargo por peritaje (suelos)	\$150	de por mes durante meses	
Título – Estudio de títulos de propiedad	\$624	Seguro de hipoteca de por mes durante meses	
Título – Honorarios del agente a cargo de la operación de cierre	\$325	Seguro de la vivienda de por mes durante meses	
Título – Póliza del título de propiedad del prestamista	\$665		
Título – Tarifa de envío	\$32		
D. COSTOS TOTALES DEL PRÉSTAMO (A + B + C)		H. Otros	
	\$5,851	Título – Póliza del título de propiedad del propietario (opcional)	\$1,436
		I. TOTAL DE OTROS COSTOS (E + F + G + H)	
		\$2,940	
		J. TOTAL DE COSTOS DE CIERRE	
		\$8,791	
		D + I	
		\$8,791	
Tabla de pagos ajustables (PA)		Cálculo del dinero en efectivo para el cierre	
¿Pago de Interés solamente?	Sí para los primeros 60 pagos	Total de costos de cierre (J)	\$8,791
¿Pagos opcionales?	NO	Costos de cierre financiados (pagados del monto del préstamo)	\$0
¿Pagos escalonados?	NO	Pago inicial/Fondos del deudor	\$29,000
¿Pagos estacionales?	NO	Depósito	– \$10,000
Pagos mensuales de capital e Intereses		Fondos para el deudor	\$0
Primer cambio/Monto	\$1,028 – \$1,359 en el pago 61	Créditos del vendedor	\$0
Cambios subsiguientes	Cada tres años	Ajustes y otros créditos	\$0
Pago máximo	\$2,068 a partir del pago 169		
Tabla de tasa de interés ajustable (TIA)		Dinero en efectivo estimado para el cierre	
Índice + Margen	MTA + 4%	\$27,791	
Tasa de interés inicial	4%		
Tasa de interés mínima/máxima	3.25%/12%		
Frecuencia de los cambios			
Primer cambio	A partir del mes 61		
Cambios subsiguientes	Cada 36 meses después del primer cambio		
Límites de cambios en la tasa de interés			
Primer cambio	2%		
Cambios subsiguientes	2%		

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 2 DE 3 • N.º DEL PRÉSTAMO 123456789

Información adicional sobre este préstamo

PRESTAMISTA	Ficus Bank	CORREDOR HIPOTECARIO
N.º DE NMLS/ LICENCIA DE		N.º DE NMLS/ LICENCIA DE
AGENTE DE PRÉSTAMO	Joe Smith	AGENTE DE PRÉSTAMO
N.º DE NMLS/ LICENCIA DE	12345	N.º DE NMLS/ LICENCIA DE
CORREO ELECTRÓNICO	joesmith@ficusbank.com	CORREO ELECTRÓNICO
TELÉFONO	123-456-7890	TELÉFONO

Comparaciones	Utilice estas medidas para comparar este préstamo con otros.	
En 5 años	\$54,944	Total que habrá pagado en capital, intereses, seguro hipotecario y costos del préstamo.
	\$0	Capital que habrá pagado.
Tasa porcentual anual (APR)	4.617%	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)	81.18%	El monto total de intereses que pagará durante el plazo del préstamo como porcentaje del monto del préstamo.

Otras consideraciones	
Administración del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input checked="" type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de 15 días, le cobraremos un recargo de 5% sobre el monto total de los intereses y el capital que paga mensualmente.
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.
Seguro de la vivienda	Este préstamo exige un seguro de la vivienda, que puede obtenerse de una empresa que usted seleccione y que nosotros consideremos aceptable.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input checked="" type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.
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.

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 123456789

H-28(C) Mortgage Loan Transaction Loan Estimate – Spanish Language Refinance Sample

Description: This is a sample of the Loan Estimate illustrated by form H-24(D) for a refinance transaction in which the consumer is estimated to receive funds from the transaction, translated into the Spanish language as permitted by § 1026.37(o)(5)(ii).

FICUS BANK

4321 Random Boulevard • Somerby, ST 12340

Guarde esta Estimación de Préstamo para compararla con su Declaración de Cierre.

Estimación de Préstamo

FECHA DE EMISIÓN 2/15/2013
SOLICITANTES Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
INMUEBLE 456 Somewhere Avenue
 Anytown, ST 12345
VALOR ESTIMADO DE LA PROPIEDAD \$180,000

PLAZO DEL PRÉSTAMO 30 años
FINALIDAD Refinanciamiento
PRODUCTO Tasa fija
TIPO DE PRÉSTAMO ☒ Convencional ☐ FHA ☐ VA ☐
N.º DEL PRÉSTAMO 123456789
BLOQUEO DE TASA ☐ NO ☒ SÍ, hasta el 4/16/2013 a las 5:00 p. m. EDT

Antes del cierre, la tasa de interés, los puntos y los créditos del prestamista podrían cambiar, a menos que usted bloquee la tasa de interés. Todos los demás costos de cierre estimados estarán vigentes hasta el 3/4/2013 a las 5:00 p. m. EDT

Términos del préstamo		¿Puede aumentar este monto después del cierre?
Monto del préstamo	\$150,000	NO
Tasa de interés	4.25%	NO
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>	\$737.91	NO
¿Tiene el préstamo estas características?		
Multa por pago anticipado		NO
Cuota extraordinaria		NO

Pagos proyectados		
Cálculo de los pagos	Años 1 a 4	Años 5 a 30
Capital e intereses	\$737.91	\$737.91
Seguro hipotecario	+ 82	+ —
Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>	+ 206	+ 206
Pago total mensual estimado	\$1,026	\$944
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo</i>	\$206 por mes	Esta estimación incluye <input checked="" type="checkbox"/> Impuestos sobre la propiedad <input checked="" type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: <i>Consulte la Sección G en la página 2 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>
		¿En depósito? SÍ

Costos al momento del cierre	
Costos de cierre estimados	\$5,099 Incluye \$3,521 por costos del préstamo + \$2,078 por otros costos – \$500 por créditos del prestamista. Consulte los detalles en la página 2.
Dinero en efectivo estimado para el cierre	\$24,901 Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 2. <input type="checkbox"/> Del Deudor <input checked="" type="checkbox"/> Para Deudor

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

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 1 DE 3 • N.º DEL PRÉSTAMO 123456789

Detalles de los costos del cierre

Costos del préstamo		Otros costos	
A. Gastos por tramitación		E. Impuestos y otros cargos gubernamentales	\$80
.5 % del monto del préstamo (Puntos)	\$750	Costos de registro y otros impuestos	\$80
Cargo por tramitación	\$450	Impuestos por transferencia de título	
Cargo por el estudio del crédito	\$500		
Cargo por la solicitud del préstamo	\$250		
B. Servicios que usted no puede contratar		F. Pagos anticipados	\$1,585
Cargo por control de zonas de inundación	\$45	Impuestos sobre la propiedad (6 meses)	\$632
Cargo por determinación de zonas de inundación	\$25	Pago anticipado de intereses	
Cargo por fiscalización tributaria	\$65	(\$17.71 diarios durante 15 días a la tasa de 4.25 %)	\$266
Cargo por informe de crédito	\$30	Prima del seguro de hipoteca (1 meses)	\$82
Cargos por investigación sobre situación tributaria	\$45	Prima del seguro de la vivienda (6 meses)	\$605
Cargo por valoración de vivienda	\$425		
C. Servicios que usted puede contratar		G. Pago inicial de la cuenta en depósito para impuestos y seguros de la vivienda al cierre	\$413
Cargo por inspección de plagas	\$85	Impuestos sobre la propiedad	
Título – Estudio de títulos de propiedad	\$200	de \$105.30 por mes durante 2 meses	\$211
Título – Honorarios del agente a cargo de la operación de cierre	\$350	Seguro de hipoteca de por mes durante meses	
Título – Póliza del título de propiedad del prestamista	\$251	Seguro de la vivienda de \$100.83 por mes durante 2 meses	\$202
Título – garantía provisional de seguro del título de propiedad	\$50		
D. COSTOS TOTALES DEL PRESTAMO (A + B + C)		H. Otros	\$0
	\$3,521		
		I. TOTAL DE OTROS COSTOS (E + F + G + H)	\$2,078
		J. TOTAL DE COSTOS DE CIERRE	\$5,099
		D + I	\$5,599
		Créditos del prestamista	– \$500
		Cálculo del dinero en efectivo para el cierre	
		Monto del préstamo	\$150,000
		Total de costos de cierre (J)	– \$5,099
		Liquidaciones y pagos totales estimados	– \$120,000
		Dinero en efectivo estimado para el cierre	\$24,901
		<input type="checkbox"/> Del Deudor <input checked="" type="checkbox"/> Para Deudor	
		Costos de cierre financiados estimados (pagados del monto del préstamo)	\$5,099

Información adicional sobre este préstamo

PRESTAMISTA	Ficus Bank	CORREDOR HIPOTECARIO
N.º DE NMLS/ LICENCIA DE ...		N.º DE NMLS/ LICENCIA DE ...
AGENTE DE PRÉSTAMO	Joe Smith	AGENTE DE PRÉSTAMO
N.º DE NMLS/ LICENCIA DE ...	12345	N.º DE NMLS/ LICENCIA DE ...
CORREO ELECTRÓNICO	joesmith@ficusbank.com	CORREO ELECTRÓNICO
TELÉFONO	123-456-7890	TELÉFONO

Comparaciones	Utilice estas medidas para comparar este préstamo con otros.	
En 5 años	\$51,932	Total que habrá pagado en capital, intereses, seguro hipotecario y costos del préstamo.
	\$13,788	Capital que habrá pagado.
Tasa porcentual anual (APR)	4.537%	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)	77.28%	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 del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input checked="" type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de 15 días, le cobraremos un recargo de 5% sobre el monto total de los intereses y el capital que paga mensualmente.
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.
Responsabilidad luego de la ejecución de la hipoteca	Si usted acepta este préstamo, podría perder la protección de la ley estatal que quizás tenga en este momento contra la responsabilidad de pagar la deuda impaga si su prestamista ejecuta la hipoteca sobre su casa. Si pierde esta protección, puede que tenga que pagar la deuda restante incluso después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
Seguro de la vivienda	Este préstamo exige un seguro de la vivienda, que puede obtenerse de una empresa que usted seleccione y que nosotros consideremos aceptable.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input checked="" type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.
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.

H-28(D) Mortgage Loan Transaction Loan Estimate – Spanish Language Balloon Payment

Sample

Description: This is a sample of the information required by § 1026.37(a) through (c) for a transaction with a loan term of seven years that includes a final balloon payment illustrated by form H-24(E), translated into the Spanish language as permitted by § 1026.37(o)(5)(ii).

FICUS BANK

4321 Random Boulevard • Somecity, ST 12340

Guarde esta Estimación de Préstamo para compararla con su Declaración de Cierre.

Estimación de Préstamo

FECHA DE EMISIÓN 7/23/2012
SOLICITANTES Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
INMUEBLE 456 Somewhere Avenue
 Anytown, ST 12345
PRECIO DE VENTA \$190,000

PLAZO DEL PRÉSTAMO 7 años
FINALIDAD Adquisición por compra
PRODUCTO Año 7 cuota extraordinaria, tasa fija
TIPO DE PRÉSTAMO ☒ Convencional ☐ FHA ☐ VA ☐ _____
N.º DEL PRÉSTAMO 123456789
BLOQUEO DE TASA ☐ NO ☒ SÍ, hasta el 9/21/2012 a las 5:00 p. m. EDT

Antes del cierre, la tasa de interés, los puntos y los créditos del prestamista podrían cambiar, a menos que usted bloquee la tasa de interés. Todos los demás costos de cierre estimados estarán vigentes hasta el 8/6/2012 a las 5:00 p. m. EDT

Términos del préstamo		¿Puede aumentar este monto después del cierre?
Monto del préstamo	\$171,000	NO
Tasa de interés	4.375%	NO
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>	\$853.78	NO
¿Tiene el préstamo estas características?		
Multa por pago anticipado		NO
Cuota extraordinaria	SÍ	• Usted deberá pagar \$149,263 a finales del año 7.

Pagos proyectados		
Cálculo de los pagos	Años 1 a 7	Pago final pactado
Capital e intereses	\$853.78	\$149,262.95
Seguro hipotecario	+ 87	+ —
Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>	+ 309	+ —
Pago total mensual estimado	\$1,250	\$149,262.95
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo</i>	\$309 por mes	Esta estimación incluye <input checked="" type="checkbox"/> Impuestos sobre la propiedad <input checked="" type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: <i>Consulte la Sección G en la página 2 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>
		¿En depósito? SÍ SÍ

H-28(E) Mortgage Loan Transaction Loan Estimate – Spanish Language Negative Amortization Sample

Description: This is a sample of the information required by § 1026.37(a) and (b) for a

transaction with negative amortization illustrated by form H-24(F), translated into the Spanish language as permitted by § 1026.37(o)(5)(ii).

FICUS BANK
4321 Random Boulevard • Somcity, ST 12340

Guarde esta Estimación de Préstamo para compararla con su Declaración de Cierre.

Estimación de Préstamo

FECHA DE EMISIÓN	7/23/2012	PLAZO DEL PRÉSTAMO	30 años
SOLICITANTES	Michael Jones and Mary Stone 123 Anywhere Street Anytown, ST 12345	FINALIDAD	Adquisición por compra
INMUEBLE	456 Somewhere Avenue Anytown, ST 12345	PRODUCTO	Año 5 amortización negativa, 1/1 tasa ajustable
PRECIO DE VENTA	\$180,000	TIPO DE PRÉSTAMO	<input checked="" type="checkbox"/> Convencional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____
		N.º DEL PRÉSTAMO	123456789
		BLOQUEO DE TASA	<input type="checkbox"/> NO <input checked="" type="checkbox"/> SÍ, hasta el 9/21/2012 a las 5:00 p. m. EDT

Antes del cierre, la tasa de interés, los puntos y los créditos del prestamista podrían cambiar, a menos que usted bloquee la tasa de interés. Todos los demás costos de cierre estimados estarán vigentes hasta el 8/6/2012 a las 5:00 p. m. EDT

Términos del préstamo		¿Puede aumentar este monto después del cierre?	
Monto del préstamo	\$171,000	SÍ	<ul style="list-style-type: none"> • Puede subir hasta \$176,032 • Puede aumentar hasta el año 6
Tasa de interés	2%	SÍ	<ul style="list-style-type: none"> • Se ajusta cada año a partir del año 2 • Puede subir hasta el 7% en el año 10 • Para obtener más información, consulte la tabla de tasas de interés ajustable (TIA) en la página 2
Pago mensual de intereses y capital <small>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</small>	\$632.05	SÍ	<ul style="list-style-type: none"> • Se ajusta cada año a partir del año 6 • Puede subir hasta \$1,227 en el año 10 • Incluye solo el interés y no el capital hasta el año 6 • Para obtener más información, consulte la tabla de pagos ajustables (PA) en la página 2
¿Tiene el préstamo estas características?			
Multa por pago anticipado		NO	
Cuota extraordinaria		NO	

H-28(F) Mortgage Loan Transaction Closing Disclosure – Spanish Language Model Form

Description: This is a blank model Closing Disclosure that illustrates the content requirements in § 1026.38, and is translated into the Spanish language as permitted by § 1026.38(t)(5)(viii). This form provides three variations of page one, one page two, one page three, four variations of page four, four variations of page five, and two variations of page six reflecting the variable content requirements in § 1026.38. This form does not reflect any other modifications permitted under § 1026.38(t).

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 Precio de venta	Información sobre la transacción Deudor Vendedor Prestamista	Información sobre el préstamo Plazo del préstamo Finalidad Producto Tipo de préstamo <input type="checkbox"/> Convencional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____ N.º del préstamo N.º de MIC
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Términos del préstamo		¿Puede aumentar este monto después del cierre?
Monto del préstamo		
Tasa de interés		
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>		
	¿Tiene el préstamo estas características?	
Multa por pago anticipado		
Cuota extraordinaria		

Pagos proyectados	
Cálculo de los pagos	
Capital e intereses Seguro hipotecario Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>	
Pago total mensual estimado	
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo. Consulte los detalles en la página 4.</i>	Esta estimación incluye <input type="checkbox"/> Impuestos sobre la propiedad <input type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: <i>Consulte en la página 4 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>
	¿En depósito?

Costos al momento del cierre	
Costos de cierre	Incluye _____ por costos del préstamo + _____ por otros costos – _____ por créditos del prestamista. Consulte los detalles en la página 2.
Dinero en efectivo para el cierre	Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 3.

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 Vendedor Prestamista	Información sobre el préstamo Plazo del préstamo Finalidad Producto Tipo de préstamo <input type="checkbox"/> Convencional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____ N.º del préstamo N.º de MIC
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Términos del préstamo		¿Puede aumentar este monto después del cierre?
Monto del préstamo		
Tasa de interés		
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>		
	¿Tiene el préstamo estas características?	
Multa por pago anticipado		
Cuota extraordinaria		

Pagos proyectados	
Cálculo de los pagos	
Capital e intereses Seguro hipotecario Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>	
Pago total mensual estimado	
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo. Consulte los detalles en la página 4.</i>	Esta estimación incluye <input type="checkbox"/> Impuestos sobre la propiedad <input type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: <i>Consulte en la página 4 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>
	¿En depósito?

Costos al momento del cierre	
Costos de cierre	Incluye _____ por costos del préstamo + _____ por otros costos – _____ por créditos del prestamista. Consulte los detalles en la página 2.
Dinero en efectivo para el cierre	Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 3.

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 Valor estimado de la vivienda	Información sobre la transacción Deudor Vendedor Prestamista	Información sobre el préstamo Plazo del préstamo Finalidad Producto Tipo de préstamo <input type="checkbox"/> Convencional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____ N.º del préstamo N.º de MIC
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Términos del préstamo		¿Puede aumentar este monto después del cierre?
Monto del préstamo		
Tasa de interés		
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>		
	¿Tiene el préstamo estas características?	
Multa por pago anticipado		
Cuota extraordinaria		

Pagos proyectados	
Cálculo de los pagos	
Capital e intereses Seguro hipotecario Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>	
Pago total mensual estimado	
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo. Consulte los detalles en la página 4.</i>	Esta estimación incluye <input type="checkbox"/> Impuestos sobre la propiedad <input type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: <i>Consulte en la página 4 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>
	¿En depósito?

Costos al momento del cierre	
Costos de cierre	Incluye _____ por costos del préstamo + _____ por otros costos – _____ por créditos del prestamista. Consulte los detalles en la página 2.
Dinero en efectivo para el cierre	Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 3.

Detalles de los costos de cierre

Costos del préstamo	Pagados por el deudor		Pagados por el vendedor		Pagados por otros
	Al cierre	Antes del cierre	Al cierre	Antes del cierre	
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					
03					
04					
05					
06					
07					
08					
09					
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 día 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 Impuestos sobre la propiedad de por mes, durante meses					
03 Seguro de hipoteca de por mes, durante meses					
04 Seguro de la vivienda de por mes, durante meses					
05					
06					
07 Ajuste acumulado					
H. Otros					
01					
02					
03					
04					
05					
06					
07					
08					
I. TOTAL DE OTROS COSTOS (pagados por el deudor)					
Subtotales de otros costos (E + F + G + H)					

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 6 • N.º DEL PRÉSTAMO

Cálculo del dinero en efectivo para el cierre

Utilice esta tabla para saber lo que ha cambiado en su Estimación de Préstamo.

	Estimación del Préstamo	Final	¿Esto cambió?
Total de costos de cierre (J)			
Costos de cierre pagados antes del cierre			
Costos de cierre financiados (pagados del monto del préstamo)			
Pago inicial/Fondos del deudor			
Depósito			
Fondos para el deudor			
Créditos del vendedor			
Ajustes y otros créditos			
Dinero en efectivo para el cierre			

Resúmenes de transacciones

Utilice esta tabla para ver el resumen de su transacción.

TRANSACCIONES DEL DEUDOR**K. Pagaderos por el deudor al cierre**

- 01 Precio de venta de la propiedad
02 Precio de venta de cualquier propiedad personal incluida en la venta
03 Costos de cierre pagados al cierre (J)

Ajustes

04

05

06

07

Ajustes para los artículos pagados por el vendedor por anticipado

- 08 Impuestos municipales al
09 Impuestos del condado al
10 Evaluaciones estimadas al

11

12

13

14

15

16

L. Pagado por el deudor, o en su nombre, al cierre

- 01 Depósito
02 Monto del préstamo
03 Préstamos existentes atribuidos o adquiridos sujetos a
04
05 Crédito del vendedor

Otros créditos

06

07

Ajustes

08

09

10

11

Ajustes para los artículos no pagados por el vendedor

- 12 Impuestos municipales del al
13 Impuestos del condado al
14 Evaluaciones estimadas al

15

16

17

CÁLCULO

Total pagado por el deudor al cierre (K)

Total pagado por el deudor, o en su nombre, al cierre (L)

Dinero en efectivo para el cierre☐ Del Deudor ☐ Para Deudor**TRANSACCIONES DEL VENDEDOR****M. Pagaderos al vendedor al cierre**

- 01 Precio de venta de la propiedad
02 Precio de venta de cualquier propiedad personal incluida en la venta

03

04

05

06

07

08

Ajustes para los artículos pagados por el vendedor por anticipado

- 09 Impuestos municipales al
10 Impuestos del condado al
11 Evaluaciones estimadas al

12

13

14

15

16

17

N. Pagaderos por el vendedor al cierre

- 01 Depósito excedente
02 Costos de cierre pagados al cierre (J)
03 Préstamos existentes atribuidos o adquiridos sujetos a
04 Pago del primer préstamo hipotecario
05 Pago del segundo préstamo hipotecario

06

07

08 Crédito del vendedor

09

10

11

12

13

Ajustes para los artículos no pagados por el vendedor

- 14 Impuestos municipales del al
15 Impuestos del condado al
16 Evaluaciones estimadas al

17

18

19

CÁLCULO

Total pagado al vendedor al cierre (M)

Total pagado por el vendedor al cierre (N)

Dinero en efectivo☐ Del Vendedor ☐ Para Vendedor

Información adicional sobre este préstamo

Dedicaciones 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.

Cuenta en depósito para impuestos y seguros de la vivienda Por ahora, su préstamo

- ☐ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad con depósito:
Costos de la propiedad sin una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito		Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito		El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta en depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente sus costos de la propiedad, como los impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguros de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

Información adicional sobre este 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.

Cuenta en depósito para impuestos y seguros de la vivienda
Por ahora, su préstamo

- ☐ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad con depósito:
Costos de la propiedad sin una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito		Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito		El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta en depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente sus costos de la propiedad, como los impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguros de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

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	

DECLARACIÓN DE CIERRE

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 6 • N.º DEL PRÉSTAMO

Información adicional sobre este préstamo

Dedicaciones 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.

Cuenta en depósito para impuestos y seguros de la vivienda Por ahora, su préstamo

- ☐ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad con depósito:
Costos de la propiedad sin una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito		Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito		El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta en depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente sus costos de la propiedad, como los impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguros de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

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	

DECLARACIÓN DE CIERRE

PÁGINA 4 DE 6 • N.º DEL PRÉSTAMO

Información adicional sobre este 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.

Cuenta en depósito para impuestos y seguros de la vivienda Por ahora, su préstamo

- ☐ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad con depósito:
Costos de la propiedad sin una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito		Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito		El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta en depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente sus costos de la propiedad, como los impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguros de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

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

Declaraciones del préstamo

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 su pago presenta un retraso de más de _____ días, su prestamista le cobrará un recargo de _____

Pagos parciales

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☐ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 refinar este préstamo.

Responsabilidad luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ la ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ la ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.

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.



¿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.

Declaraciones del préstamo

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 su pago presenta un retraso de más de _____ días, su prestamista le cobrará un recargo de _____

Pagos parciales

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☐ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ la ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ la ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.



¿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.

Información de contacto

	Prestamista	Corredor hipotecario	Corredor inmobiliario (Deudor)	Corredor inmobiliario (Vendedor)	Agente a cargo de la operación de cierre
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

Declaraciones del préstamo

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 su pago presenta un retraso de más de _____ días, su prestamista le cobrará un recargo de _____

Pago parcial

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☐ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ La ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ La ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.

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.



¿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.

Declaraciones del préstamo

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 su pago presenta un retraso de más de _____ días, su prestamista le cobrará un recargo de _____

Pago parcial

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☐ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ La ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ La ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.



¿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.

Información de contacto

	Prestamista	Corredor hipotecario	Corredor inmobiliario (Deudor)	Corredor inmobiliario (Vendedor)	Agente a cargo de la operación de cierre
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					

H-28(G) Mortgage Loan Transaction Closing Disclosure – Spanish Language Purchase Sample

Description: This is a sample of the Closing Disclosure illustrated by form H-25(B) translated into the Spanish language as permitted by § 1026.38(t)(5)(viii).

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 4/15/2013
 Fecha de cierre 4/15/2013
 Fecha de desembolso 4/15/2012
 Agente a cargo de la operación de cierre Epsilon Title Co.
 N.º de Archivo 12-3456
 Inmueble 456 Somewhere Ave
 Anytown, ST 12345
 Precio de venta \$180,000

Información sobre la transacción

Deudor Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
 Vendedor Steve Cole and Amy Doe
 321 Somewhere Drive
 Anytown, ST 12345
 Prestamista Ficus Bank

Información sobre el préstamo

Plazo del préstamo 30 años
 Finalidad Adquisición por compra
 Producto Tasa fija
 Tipo de préstamo ☒ Convencional ☐ FHA
☐ VA ☐
 N.º del préstamo 123456789
 N.º de MIC 000654321

Términos del préstamo		¿Puede aumentar este monto después del cierre?
Monto del préstamo	\$162,000	NO
Tasa de interés	3.875%	NO
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>	\$761.78	NO
Multa por pago anticipado	SI • Hasta \$3,240 si usted paga el préstamo en su totalidad durante los primeros 2 años	
Cuota extraordinaria	NO	

Pagos proyectados

Cálculo de los pagos	Años 1 a 7		Años 8 a 30	
Capital e intereses		\$761.78		\$761.78
Seguro hipotecario	+	82.35	+	—
Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>	+	206.13	+	206.13
Pago total mensual estimado		\$1,050.26		\$967.91
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo. Consulte los detalles en la página 4.</i>	\$356.13 por mes	Esta estimación incluye <input checked="" type="checkbox"/> Impuestos sobre la propiedad <input checked="" type="checkbox"/> Seguro de la vivienda <input checked="" type="checkbox"/> Otro: Obligaciones de la Asociación de Propietarios <i>Consulte en la página 4 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>		¿En depósito? SI SI NO

Costos al momento del cierre

Costos de cierre	\$9,712.10	Incluye \$4,694.05 por costos del préstamo + \$5,018.05 por otros costos – \$0 por créditos del prestamista. Consulte los detalles en la página 2.
Dinero en efectivo para el cierre	\$14,147.26	Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 3.

Detalles de los costos de cierre

Costos del préstamo		Pagados por el deudor		Pagados por el vendedor		Pagados por otros
		Al cierre	Antes del cierre	Al cierre	Antes del cierre	
A. Gastos por tramitación		\$1,802.00				
01	0.25 % del monto del préstamo (Puntos)	\$405.00				
02	Cargo por el estudio del crédito	\$1,097.00				
03	Cargo por la solicitud del préstamo	\$300.00				
04						
05						
06						
07						
08						
B. Servicios que el deudor no contrato		\$236.55				
01	Cargo por control de zonas de inundación para Info Co.	\$31.75				
02	Cargo por determinación de zonas de inundación para Info Co.	\$20.00				
03	Cargo por fiscalización tributaria para Info Co.	\$75.00				
04	Cargo por Informe de crédito para Information Inc.		\$29.80			
05	Cargo por Investigación sobre situación tributaria para Info Co.	\$45.00				
06	Cargo por valoración de la vivienda para John Smith Appraisers Inc.					\$405.00
07						
08						
09						
C. Servicios que el deudor contrato		\$2,655.50				
01	Cargo por Inspección de plagas para Pests Co.	\$120.50				
02	Cargo por peritaje (suelos) para Surveys Co.	\$85.00				
03	Título - Estudio de títulos de propiedad para Epsilon Title Co.	\$800.00				
04	Título - Garantía provisional de seguro del título de propiedad para Epsilon Title Co.	\$650.00				
05	Título - Honorarios del agente a cargo de la operación del título de inmueble para Epsilon Title Co.	\$500.00				
06	Título - Poliza del prestamista para Epsilon Title Co.	\$500.00				
07						
D. COSTOS TOTALES DEL PRÉSTAMO (pagados por el deudor)		\$4,694.05				
Subtotales de los costos del préstamo (A + B + C)		\$4,664.25	\$29.80			
Otros costos						
E. Impuestos y otros cargos gubernamentales		\$85.00				
01	Costos de registro y otros impuestos por registro del título de Inmueble: \$40.00 Hipoteca: \$45.00	\$85.00				
02	Impuesto a las transferencias estatales para Any State			\$950.00		
F. Pagos anticipados		\$2,120.80				
01	Impuestos sobre la propiedad (6 meses) para Any County USA	\$631.80				
02	Pago anticipado de Intereses (\$17.44 por día del 4/15/13 al 5/1/13)	\$279.04				
03	Prima del seguro de hipoteca (meses)					
04	Prima del seguro de la vivienda (12 meses) para Info Co.	\$1,209.96				
05						
G. Pago inicial de la cuenta en depósito para impuestos y seguros de la vivienda		\$412.25				
01	Impuestos sobre la propiedad de \$105.30 por mes, durante 2 meses	\$201.66				
02	Seguro de hipoteca de por mes, durante meses					
03	Seguro de la vivienda de \$100.83 por mes, durante 2 meses	\$210.60				
04						
05						
06						
07	Ajuste acumulado	- 0.01				
H. Otros		\$2,400.00				
01	Aporte de capital de la HOA para HOA Acne Inc.	\$500.00				
02	Comisión de Bienes Raíces para Alpha Real Estate Broker			\$5,700.00		
03	Comisión de Bienes Raíces para Omega Real Estate Broker			\$5,700.00		
04	Tarifa de garantía de la vivienda para XYZ Warranty Inc.			\$450.00		
05	Tarifa de Inspección de la vivienda para Engineers Inc.	\$750.00			\$750.00	
06	Tarifa de procesamiento de HOA para HOA Acne Inc.	\$150.00				
07	Título - Poliza del título de propiedad del propietario (opcional) para Epsilon Title Co.	\$1,000.00				
08						
I. TOTAL DE OTROS COSTOS (pagados por el deudor)		\$5,018.05				
Subtotales de otros costos (E + F + G + H)		\$5,018.05				
J. TOTAL DE COSTOS DE CIERRE (pagados por el deudor)		\$9,712.10				
Subtotales de costos de cierre (D + I)		\$9,682.30	\$29.80	\$12,800.00	\$750.00	\$405.00
Créditos del prestamista						

DECLARACIÓN DE CIERRE

PÁGINA 2 DE 6 • N.º DEL PRÉSTAMO 123456789

Cálculo del dinero en efectivo para el cierre

Utilice esta tabla para saber lo que ha cambiado en su Estimación de Préstamo.

	Estimación del Préstamo	Final	¿Esto cambió?
Total de costos de cierre (J)	\$8,054.00	\$9,712.10	SI • Consulte Costos totales del préstamo (D) y Total de otros costos (I)
Costos de cierre pagados antes del cierre	\$0	– \$29.80	SI • Pagó estos costos de cierre antes del cierre
Costos de cierre financiados (pagados del monto del préstamo)	\$0	\$0	NO
Pago inicial/Fondos del deudor	\$18,000.00	\$18,000.00	NO
Depósito	– \$10,000.00	– \$10,000.00	NO
Fondos para el deudor	\$0	\$0	NO
Créditos del vendedor	\$0	– \$2,500.00	SI • Consulte créditos del vendedor en la sección L
Ajustes y otros créditos	\$0	– \$1,035.04	SI • Consulte los detalles en las secciones K y L
Dinero en efectivo para el cierre	\$16,054.00	\$14,147.26	

Resúmenes de transacciones

Utilice esta tabla para ver el resumen de su transacción.

TRANSACCIONES DEL DEUDOR

K. Pagaderos por el deudor al cierre	\$189,762.30
01 Precio de venta de la propiedad	\$180,000.00
02 Precio de venta de cualquier propiedad personal incluida en la venta	
03 Costos de cierre pagados al cierre (J)	\$9,682.30
04	
Ajustes	
05	
06	
07	
Ajustes para los artículos pagados por el vendedor por anticipado	
08 Impuestos municipales al	
09 Impuestos del condado al	
10 Evaluaciones estimadas al	
11	
12	
13	
14	
15	
16	
L. Pagado por el deudor, o en su nombre, al cierre	\$175,615.04
01 Depósito	\$10,000.00
02 Monto del préstamo	\$162,000.00
03 Préstamos existentes atribuidos o adquiridos sujetos a	
04	
05 Crédito del vendedor	\$2,500.00
Otros créditos	
06 Devolución de Epsilon Title Co.	\$750.00
07	
Ajustes	
08	
09	
10	
11	
Ajustes para los artículos no pagados por el vendedor	
12 Impuestos municipales del 1/1/13 al 4/14/13	\$365.04
13 Impuestos del condado al	
14 Evaluaciones estimadas al	
15	
16	
17	
CÁLCULO	
Total pagado por el deudor al cierre (K)	\$189,762.30
Total pagado por el deudor, o en su nombre, al cierre (L)	– \$175,615.04
Dinero en efectivo para el cierre	
<input checked="" type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor	\$14,147.26

TRANSACCIONES DEL VENDEDOR

M. Pagaderos al vendedor al cierre	\$180,080.00
01 Precio de venta de la propiedad	\$180,000.00
02 Precio de venta de cualquier propiedad personal incluida en la venta	
03	
04	
05	
06	
07	
08	
Ajustes para los artículos pagados por el vendedor por anticipado	
09 Impuestos municipales al	
10 Impuestos del condado al	
11 Evaluaciones estimadas al	
12	
13	
14	
15	
16	
17	
N. Pagaderos por el vendedor al cierre	\$115,665.04
01 Depósito excedente	
02 Costos de cierre pagados al cierre (J)	\$12,800.00
03 Préstamos existentes atribuidos o adquiridos sujetos a	
04 Pago del primer préstamo hipotecario	\$100,000.00
05 Pago del segundo préstamo hipotecario	
06	
07	
08 Crédito del vendedor	\$2,500.00
09	
10	
11	
12	
13	
Ajustes para los artículos no pagados por el vendedor	
14 Impuestos municipales del 1/1/13 al 4/14/13	\$365.04
15 Impuestos del condado al	
16 Evaluaciones estimadas al	
17	
18	
19	
CÁLCULO	
Total pagado al vendedor al cierre (M)	\$180,080.00
Total pagado por el vendedor al cierre (N)	– \$115,665.04
Dinero en efectivo	
<input type="checkbox"/> Del Vendedor <input checked="" type="checkbox"/> Para Vendedor	\$64,414.96

Información adicional sobre este 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.

Cuenta en depósito para impuestos y seguros de la vivienda
Por ahora, su préstamo

- ☒ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año	\$2,473.56	Monto total estimado durante el primer año para sus costos de la propiedad con depósito: <i>Seguro de la vivienda</i> <i>Impuestos sobre la propiedad</i>
Costos de la propiedad sin una cuenta en depósito durante el primer año	\$1,800.00	Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: <i>Obligaciones de la Asociación de Propietarios</i> Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito	\$412.25	Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito	\$206.13	El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta de depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente los costos de la propiedad, como impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguro de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

Declaraciones del préstamo

Intereses de garantía

Se le otorga un interés de garantía en
456 Somewhere Ave., Anytown, ST 12345

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

Pago atrasado

Si su pago presenta un retraso de más de 15 días, le cobraremos un recargo de 5 % sobre el monto total de los intereses y el capital que paga mensualmente.

Pagos parciales

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☒ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☒ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.	\$285,803.36
Cargo financiero. El monto en dólares que le costará el préstamo.	\$118,830.27
Monto financiado. El monto en dólares disponible después de que pague el cargo financiero inicial.	\$162,000.00
Tasa porcentual anual (APR). Sus costos durante el plazo del préstamo, expresados como una tasa. Esta no es su tasa de interés.	4.174%
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.	69.46%

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 refinar este préstamo.

Responsabilidad luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☒ la ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ la ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.

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.



¿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.

Información de contacto

	Prestamista	Corredor hipotecario	Corredor inmobiliario (Deudor)	Corredor inmobiliario (Vendedor)	Agente a cargo de la operación de cierre
Nombre	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
Dirección	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Sometown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
N.º de NMLS					
N.º de licencia de ST			Z765416	Z61456	Z61616
Contacto	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
ID. de contacto de NMLS	12345				
ID. de contacto de licencia de ST			P16415	P51461	PT1234
Correo electrónico	joesmith@ ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@ epsilontitle.com
Teléfono	123-456-7890		123-555-1717	321-555-7171	987-555-4321

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

H-28(H) Mortgage Loan Transaction Closing Disclosure – Spanish Language Refinance Sample

Description: This is a sample of the Closing Disclosure illustrated by form H-25(E) translated into the Spanish language as permitted by § 1026.38(t)(5)(viii).

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 4/15/2013
 Fecha de cierre 4/15/2013
 Fecha de desembolso 4/15/2012
 Agente a cargo de la operación de cierre Zeta Title
 N.º de Archivo 12-3456
 Inmueble 123 Anywhere Street
 Anytown, ST 12345
 Valoración de la vivienda \$180,000

Información sobre la transacción

Deudor Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
 Prestamista Ficus Bank

Información sobre el préstamo

Plazo del préstamo 30 años
 Finalidad Refinanciamiento
 Producto Tasa fija
 Tipo de préstamo ☒ Convencional ☐ FHA
☐ VA ☐
 N.º del préstamo 123456789
 N.º de MIC 009874513

Términos del préstamo		¿Puede aumentar este monto después del cierre?
Monto del préstamo	\$150,000	NO
Tasa de interés	4.25%	NO
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>	\$737.91	NO
¿Tiene el préstamo estas características?		
Multa por pago anticipado		NO
Cuota extraordinaria		NO

Pagos proyectados

Cálculo de los pagos	Años 1 a 4	Años 5 a 30
Capital e intereses	\$737.91	\$737.91
Seguro hipotecario	+ 82.35	+ —
Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>	+ 206.13	+ 206.13
Pago total mensual estimado	\$1,026.39	\$944.04
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo. Consulte los detalles en la página 4.</i>	\$356.13 por mes	Esta estimación incluye <input checked="" type="checkbox"/> Impuestos sobre la propiedad <input checked="" type="checkbox"/> Seguro de la vivienda <input checked="" type="checkbox"/> Otro: Obligaciones de la asociación de propietarios <i>Consulte en la página 4 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>
		¿En depósito? SÍ SÍ NO

Costos al momento del cierre

Costos de cierre	\$5,757.57	Incluye \$3,495.50 por costos del préstamo + \$2,762.07 por otros costos – \$500 por créditos del prestamista. Consulte los detalles en la página 2.
Dinero en efectivo para el cierre	\$29,677.43	Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 3. <input type="checkbox"/> Del Deudor <input checked="" type="checkbox"/> Para Deudor

Detalles de los costos de cierre

Costos del préstamo	Pagados por el deudor		Pagados por otros
	Al cierre	Antes del cierre	
A. Gastos por tramitación	\$1,950.00		
01 .5 % del monto del préstamo (Puntos)	\$750.00		
02 Cargo por el estudio del crédito	\$500.00		
03 Cargo por tramitación	\$450.00		
04 Cargo por la solicitud del préstamo	\$250.00		
05			
06			
07			
08			
B. Servicios que el deudor no contrato	\$610.00		
01 Cargo por control de zonas de inundación para Info Co.	\$45.00		
02 Cargo por determinación de zonas de inundación para Info Co.	\$20.00		
03 Cargo por fiscalización tributaria para Info Co.	\$65.00		
04 Cargo por Informe de crédito para Information Inc.		\$30.00	
05 Cargo por Investigación sobre situación tributaria para Info Co.	\$45.00		
06 Cargo por valoración de la vivienda para John Smith Appraisers Inc.		\$405.00	
07			
08			
09			
C. Servicios que el deudor contrato	\$935.50		
01 Cargo por Inspección de plagas para Pests Co.	\$85.00		
02 Título - Estudio de títulos de propiedad para Epsilon Title Co.	\$200.00		
03 Título - Garantía provisional de seguro del título de propiedad para Epsilon Title Co.	\$50.00		
04 Título - Honorarios del agente a cargo de la operación del título de Inmueble para Epsilon Title Co.	\$350.00		
05 Título - Poliza del prestamista para Epsilon Title Co.	\$250.50		
06			
D. COSTOS TOTALES DEL PRÉSTAMO (pagados por el deudor)	\$3,495.50		
Subtotales de los costos del préstamo (A + B + C)	\$3,060.50	\$435.00	

Otros costos			
E. Impuestos y otros cargos gubernamentales	\$60.00		
01 Costos de registro y otros impuestos por registro del título de Inmueble: Hipoteca: \$60.00	\$60.00		
02			
F. Pagos anticipados	\$2,125.12		
01 Impuestos sobre la propiedad (6 meses) para Any County USA	\$631.80		
02 Pago anticipado de Intereses (\$17.71 por día del 4/15/2013 al 5/1/2013)	\$283.36		
03 Prima del seguro de hipoteca (meses)			
04 Prima del seguro de la vivienda (12 meses) para Insurance Co.	\$1,209.96		
05			
G. Pago inicial de la cuenta en depósito para impuestos y seguros de la vivienda	\$576.95		
01 Impuestos sobre la propiedad de \$105.30 por mes, durante 2 meses	\$210.60		
02 Seguro de hipoteca de \$82.35 por mes, durante 2 meses	\$164.70		
03 Seguro de la vivienda de \$100.83 por mes, durante 2 meses	\$201.66		
04			
05			
06			
07 Ajuste acumulado	- 0.01		
08			
H. Otros			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL DE OTROS COSTOS (pagados por el deudor)	\$2,762.07		
Subtotales de otros costos (E + F + G + H)	\$2,762.07		

J. TOTAL DE COSTOS DE CIERRE (pagados por el deudor)	\$5,757.57		
Subtotales de costos de cierre (D + I)	\$5,822.57	\$435.00	
Créditos del prestamista	- \$500.00		

DECLARACIÓN DE CIERRE

PÁGINA 2 DE 6 • N.º DEL PRÉSTAMO 123456789

Liquidaciones y pagos

Utilice esta tabla para ver un resumen de sus liquidaciones y de sus pagos realizados a otros utilizando el monto del préstamo.

PARA	MONTO
01 Liquidará el préstamo existente de Rho Servicing	\$115,000.00
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL DE LIQUIDACIONES Y PAGOS	\$115,000.00

Cálculo del dinero en efectivo para el cierre

Utilice esta tabla para saber lo que ha cambiado en su Estimación de Préstamo.

	Estimación del Préstamo	Final	¿Esto cambió?
Monto del préstamo	\$150,000.00	\$150,000.00	NO
Total de costos de cierre (J)	– \$5,099.00	– \$5,757.57	SÍ • Consulte Costos totales del préstamo (D) y Total de otros costos (I)
Costos de cierre pagados antes del cierre	\$0	\$435.00	SÍ • Pagó estos costos de cierre antes del cierre
Total de liquidaciones y pagos (K)	– \$120,000	– \$115,000	SÍ • Consulte Liquidaciones y pagos (K)
Dinero en efectivo para el cierre	\$24,901.00	\$29,677.43	
	<input type="checkbox"/> Del Deudor	<input type="checkbox"/> Del Deudor	
	<input checked="" type="checkbox"/> Para Deudor	<input checked="" type="checkbox"/> Para Deudor	Costos de cierre financiados (pagados del monto del préstamo) \$5,322.57

Información adicional sobre este 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.

Cuenta en depósito para impuestos y seguros de la vivienda
Por ahora, su préstamo

- ☒ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año	\$2,473.56	Monto total estimado durante el primer año para sus costos de la propiedad con depósito: <i>Seguro de la vivienda</i> <i>Impuestos sobre la propiedad</i>
Costos de la propiedad sin una cuenta en depósito durante el primer año	\$1,800.00	Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: <i>Obligaciones de la asociación de propietarios</i> Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito	\$576.95	Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito	\$206.13	El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta de depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente los costos de la propiedad, como impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguro de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede ser que cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

Declaraciones del préstamo

Intereses de garantía

Se le otorga un interés de garantía en
456 Somewhere Ave., Anytown, ST 12345

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

Pago atrasado

Si su pago presenta un retraso de más de 15 días, le cobraremos un recargo de 5 % sobre el monto total de los intereses y el capital que paga mensualmente.

Pagos parciales

Su prestamista

- ☒ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ su prestamista permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☒ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.	\$273,214.50
Cargo financiero. El monto en dólares que le costará el préstamo.	\$121,029.00
Monto financiado. El monto en dólares disponible después de que pague el cargo financiero inicial.	\$148,241.94
Tasa porcentual anual (APR). Sus costos durante el plazo del préstamo, expresados como una tasa. Esta no es su tasa de interés.	4.543%
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.	77.29%

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ la ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☒ la ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.

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.



¿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.

Información de contacto

	Prestamista	Corredor hipotecario	Agente a cargo de la operación de cierre
Nombre	Ficus Bank		Zeta Title
Dirección	4321 Random Blvd. Somecity, ST 12340		321 Uptown Dr. Anytown, ST 12345
N.º de NMLS			
N.º de licencia de ST			P76821
Contacto	Joe Smith		Joan Taylor
ID. de contacto de NMLS	12345		
ID. de contacto de licencia de ST			PT1234
Correo electrónico	joesmith@ficusbank.com		joan@zt.biz
Teléfono	123-456-7890		555-321-9876

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

H-28(I) Mortgage Loan Transaction Loan Estimate – Modification to Loan Estimate for
Transaction Not Involving Seller – Spanish Language Model Form

Description: This is a blank model Loan Estimate that illustrates form H-24(G), with the optional alternative disclosures permitted by § 1026.37(d)(2) and (h)(2) for transactions without a seller, translated into the Spanish language as permitted by § 1026.37(o)(5)(ii).

Guarde esta Estimación de Préstamo para compararla con su Declaración de Cierre.

Estimación de Préstamo

FECHA DE EMISIÓN
SOLICITANTES

INMUEBLE

VALOR ESTIMADO
DE LA VIVIENDA

PLAZO DEL PRÉSTAMO

FINALIDAD

PRODUCTO

TIPO DE PRÉSTAMO

☐ Convencional ☐ FHA ☐ VA ☐

N.º DEL PRÉSTAMO

BLOQUEO DE TASA

☐ NO ☐ SÍ, hasta el a las

Antes del cierre, la tasa de interés, los puntos y los créditos del prestamista podrían cambiar, a menos que usted bloquee la tasa de interés. Todos los demás costos de cierre estimados estarán vigentes hasta el

Términos del préstamo		¿Puede aumentar este monto después del cierre?	
Monto del préstamo			
Tasa de interés			
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>			
		¿Tiene el préstamo estas características?	
Multa por pago anticipado			
Cuota extraordinaria			
Pagos proyectados			
Cálculo de los pagos			
Capital e intereses			
Seguro hipotecario			
Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>			
Pago total mensual estimado			
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo</i>	Esta estimación incluye <input type="checkbox"/> Impuestos sobre la propiedad <input type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: <i>Consulte la Sección G en la página 2 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>	¿En depósito?	
Costos al momento del cierre			
Costos de cierre estimados	Incluye por costos del préstamo + por otros costos – por créditos del prestamista. Consulte los detalles en la página 2.		
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. <input type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor		

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

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 1 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	
% 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 (díarios 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	
B. Servicios que usted no puede contratar		H. Otros	
		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		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	
		<input type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor	
		Costos de cierre financiados estimados (pagados del monto del préstamo)	
D. COSTOS TOTALES DEL PRESTAMO (A + B + C)			

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 (díarios 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	
B. Servicios que usted no puede contratar		H. Otros	
		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		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	
		<input type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor	
		Costos de cierre financiados estimados (pagados del monto del préstamo)	
D. COSTOS TOTALES DEL PRESTAMO (A + B + C)		Tabla de tasa de interés ajustable (TIA)	
Tabla de pagos ajustables (PA)		Índice + Margen	
¿Pago de Interés solamente?		Tasa de interés inicial	
¿Pagos opcionales?		Tasa de interés mínima/máxima	
¿Pagos escalonados?		Frecuencia de los cambios	
¿Pagos estacionales?		Primer cambio	
Pagos mensuales de capital e Intereses		Cambios subsiguientes	
Primer cambio/Monto		Límites de cambios en la tasa de interés	
Cambios subsiguientes		Primer cambio	
Pago máximo		Cambios subsiguientes	

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	
% 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 (díarios 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	
B. Servicios que usted no puede contratar		H. Otros	
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	
D. COSTOS TOTALES DEL PRESTAMO (A + B + C)		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	
		<input type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor	
		Costos de cierre financiados estimados (pagados del monto del préstamo)	
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	
% 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 (díarios 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)	
		J. TOTAL DE COSTOS DE CIERRE	
		D + I Créditos del prestamista	
B. Servicios que usted no puede contratar		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	
		<input type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor	
		Costos de cierre financiados estimados (pagados del monto del préstamo)	
C. Servicios que usted puede contratar		Tabla de tasa de interés ajustable (TIA)	
		Indice + 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	
D. COSTOS TOTALES DEL PRESTAMO (A + B + C)			

ESTIMACIÓN DE PRÉSTAMO

PÁGINA 2 DE 3 • N.º DEL PRÉSTAMO

Información adicional sobre este préstamo

PRESTAMISTA
N.º DE NMLS/ LICENCIA DE ____
AGENTE DE PRÉSTAMO
N.º DE NMLS/ LICENCIA DE ____
CORREO ELECTRÓNICO
TELÉFONO

CORREDOR HIPOTECARIO
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 del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de ____ días, le cobraremos un recargo de _____
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.
Responsabilidad luego de la ejecución de la hipoteca	Si usted acepta este préstamo, podría perder la protección de la ley estatal que quizás tenga en este momento contra la responsabilidad de pagar la deuda impaga si su prestamista ejecuta la hipoteca sobre su casa. Si pierde esta protección, puede que tenga que pagar la deuda restante incluso después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
Seguro de la vivienda	Este préstamo exige un seguro de la vivienda, que puede obtenerse de una empresa que usted seleccione y que nosotros consideremos aceptable.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.
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.

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

Información adicional sobre este préstamo

PRESTAMISTA
N.º DE NMLS/ LICENCIA DE ____
AGENTE DE PRÉSTAMO
N.º DE NMLS/ LICENCIA DE ____
CORREO ELECTRÓNICO
TELÉFONO

CORREDOR HIPOTECARIO
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 del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de ____ días, le cobraremos un recargo de ____.
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.
Responsabilidad luego de la ejecución de la hipoteca	Si usted acepta este préstamo, podría perder la protección de la ley estatal que quizás tenga en este momento contra la responsabilidad de pagar la deuda impaga si su prestamista ejecuta la hipoteca sobre su casa. Si pierde esta protección, puede que tenga que pagar la deuda restante incluso después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
Seguro de la vivienda	Este préstamo exige un seguro de la vivienda, que puede obtenerse de una empresa que usted seleccione y que nosotros consideremos aceptable.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.
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.

Información adicional sobre este préstamo

PRESTAMISTA

N.º DE NMLS/ LICENCIA DE ____

AGENTE DE PRÉSTAMO

N.º DE NMLS/ LICENCIA DE ____

CORREO ELECTRÓNICO

TELÉFONO

CORREDOR HIPOTECARIO

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 del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de ____ días, le cobraremos un recargo de _____
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.
Responsabilidad luego de la ejecución de la hipoteca	Si usted acepta este préstamo, podría perder la protección de la ley estatal que quizás tenga en este momento contra la responsabilidad de pagar la deuda impaga si su prestamista ejecuta la hipoteca sobre su casa. Si pierde esta protección, puede que tenga que pagar la deuda restante incluso después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.

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

Información adicional sobre este préstamo

PRESTAMISTA
N.º DE NMLS/ LICENCIA DE ____
AGENTE DE PRÉSTAMO
N.º DE NMLS/ LICENCIA DE ____
CORREO ELECTRÓNICO
TELÉFONO

CORREDOR HIPOTECARIO
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 del préstamo	Nuestra intención es <input type="checkbox"/> brindarle servicios de administración de su préstamo. De ser así, usted emitirá los pagos a nuestro nombre. <input type="checkbox"/> transferir los servicios de administración de su préstamo.
Pago atrasado	Si su pago presenta un retraso de más de ____ días, le cobraremos un recargo de ____
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.
Responsabilidad luego de la ejecución de la hipoteca	Si usted acepta este préstamo, podría perder la protección de la ley estatal que quizás tenga en este momento contra la responsabilidad de pagar la deuda impaga si su prestamista ejecuta la hipoteca sobre su casa. Si pierde esta protección, puede que tenga que pagar la deuda restante incluso después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
Supuestos	Si usted vende o transfiere esta propiedad a otra persona, <input type="checkbox"/> permitiremos, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales. <input type="checkbox"/> no permitiremos que se asuma este préstamo con sus términos y condiciones originales.

H-28(J) Mortgage Loan Transaction Closing Disclosure – Modification to Closing Disclosure for Transaction Not Involving Seller – Spanish Language Model Form

Description: This is a blank model Closing Disclosure that illustrates form H-25(J), with the alternative disclosures under § 1026.38(d)(2), (e), and (t)(5)(vii) for transactions without a seller, translated into the Spanish language as permitted by § 1026.38(t)(5)(viii).

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	Información sobre el préstamo Plazo del préstamo Finalidad Producto Tipo de préstamo <input type="checkbox"/> Convencional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> _____ N.º del préstamo N.º de MIC
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Términos del préstamo		¿Puede aumentar este monto después del cierre?
Monto del préstamo		
Tasa de interés		
Pago mensual de intereses y capital <i>Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual</i>		
	¿Tiene el préstamo estas características?	
Multa por pago anticipado		
Cuota extraordinaria		

Pagos proyectados	
Cálculo de los pagos	
Capital e intereses Seguro hipotecario Depósito estimado para impuestos y seguros de la vivienda <i>El monto puede aumentar con el paso del tiempo</i>	
Pago total mensual estimado	
Impuestos, seguro y evaluaciones estimados <i>El monto puede aumentar con el paso del tiempo. Consulte los detalles en la página 4.</i>	Esta estimación incluye <input type="checkbox"/> Impuestos sobre la propiedad <input type="checkbox"/> Seguro de la vivienda <input type="checkbox"/> Otro: <i>Consulte en la página 4 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.</i>
	¿En depósito?

Costos al momento del cierre	
Costos de cierre	Incluye _____ por costos del préstamo + _____ por otros costos – _____ por créditos del prestamista. Consulte los detalles en la página 2.
Dinero en efectivo para el cierre	Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 3. <input type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor

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

Valor estimado de la vivienda

Información sobre la transacción

Deudor

Prestamista

Información sobre el préstamo

Plazo del préstamo
Finalidad
Producto

Tipo de préstamo ☐ Convencional ☐ FHA
☐ VA ☐ _____

N.º del préstamo
N.º de MIC

Términos del préstamo

¿Puede aumentar este monto después del cierre?

Monto del préstamo

Tasa de interés

Pago mensual de intereses y capital

Consulte la sección de pagos proyectados para saber el total estimado de su pago mensual

¿Tiene el préstamo estas características?

Multa por pago anticipado

Cuota extraordinaria

Pagos proyectados

Cálculo de los pagos

Capital e intereses

Seguro hipotecario

Depósito estimado para impuestos y seguros de la vivienda
El monto puede aumentar con el paso del tiempo

Pago total mensual estimado

Impuestos, seguro y evaluaciones estimados

El monto puede aumentar con el paso del tiempo. Consulte los detalles en la página 4.

Esta estimación incluye

- ☐ Impuestos sobre la propiedad
☐ Seguro de la vivienda
☐ Otro:

Consulte en la página 4 los detalles de la cuenta de depósito para impuestos y seguros. Deberá pagar por separado los demás costos.

¿En depósito?

Costos al momento del cierre

Costos de cierre

Incluye _____ por costos del préstamo + _____ por otros costos
– _____ por créditos del prestamista. Consulte los detalles en la página 2.

Dinero en efectivo para el cierre

Incluye costos de cierre. Consulte los detalles en Cálculo del dinero en efectivo para el cierre en la página 3. ☐ Del Deudor ☐ Para Deudor

Detalles de los costos de cierre

Costos del préstamo	Pagados por el deudor		Pagados por otros
	Al cierre	Antes del cierre	
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			
03			
04			
05			
06			
07			
08			
09			
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 día 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 Ajuste acumulado			
H. Otros			
01			
02			
03			
04			
05			
06			
07			
08			
I. TOTAL DE OTROS COSTOS (pagados por el deudor)			
Subtotales de otros costos (E + F + G + H)			

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 6 • N.º DEL PRÉSTAMO

Liquidaciones y pagos

Utilice esta tabla para ver un resumen de sus liquidaciones y de sus pagos realizados a otros utilizando el monto del préstamo.

PARA	MONTO
01	
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
K. TOTAL DE LIQUIDACIONES Y PAGOS	

Cálculo del dinero en efectivo para el cierre

Utilice esta tabla para saber lo que ha cambiado en su Estimación de Préstamo.

	Estimación del Préstamo	Final	¿Esto cambió?
Monto del préstamo			
Total de costos de cierre (J)			
Costos de cierre pagados antes del cierre			
Total de liquidaciones y pagos (K)			
Dinero en efectivo para el cierre	<input type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor	<input type="checkbox"/> Del Deudor <input type="checkbox"/> Para Deudor	Costos de cierre financiados (pagados del monto del préstamo)

Información adicional sobre este préstamo

Dedicaciones 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.

Cuenta en depósito para impuestos y seguros de la vivienda

Por ahora, su préstamo

- ☐ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad con depósito:
Costos de la propiedad sin una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito		Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito		El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta en depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente sus costos de la propiedad, como los impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguros de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

Información adicional sobre este 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.

Cuenta en depósito para impuestos y seguros de la vivienda
Por ahora, su préstamo

- ☐ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad con depósito:
Costos de la propiedad sin una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito		Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito		El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta en depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente sus costos de la propiedad, como los impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguros de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

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	

DECLARACIÓN DE CIERRE

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 6 • N.º DEL PRÉSTAMO

Información adicional sobre este préstamo

Dedicaciones 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.

Cuenta en depósito para impuestos y seguros de la vivienda
Por ahora, su préstamo

- ☐ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad con depósito:
Costos de la propiedad sin una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito		Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito		El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta en depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente sus costos de la propiedad, como los impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguros de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

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	

DECLARACIÓN DE CIERRE

PÁGINA 4 DE 6 • N.º DEL PRÉSTAMO

Información adicional sobre este 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.

Cuenta en depósito para impuestos y seguros de la vivienda Por ahora, su préstamo

- ☐ tendrá una cuenta en depósito para impuestos y seguros de la vivienda (también llamada cuenta de "depósito en garantía" o cuenta de "fideicomiso") para pagar los costos de la propiedad que se detallan a continuación. Sin una cuenta en depósito para impuestos y seguros de la vivienda, usted pagaría estos costos directamente, tal vez en un pago grande o en dos pagos al año. Es posible que su prestamista sea responsable por las sanciones y los intereses que resulten de la falta de pago.

Con cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad con una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad con depósito:
Costos de la propiedad sin una cuenta en depósito durante el primer año		Monto total estimado durante el primer año para sus costos de la propiedad sin depósito: Es posible que tenga que pagar otros costos de la propiedad.
Pago inicial para la cuenta en depósito		Respaldo para la cuenta en depósito que usted paga al cierre. Consulte la Sección G en la página 2.
Pago mensual para la cuenta en depósito		El monto incluido en su pago mensual total.

- ☐ no tendrá una cuenta en depósito porque ☐ usted la rechazó ☐ su prestamista no la ofrece. Usted debe pagar directamente sus costos de la propiedad, como los impuestos y el seguro de la vivienda. Comuníquese con su prestamista para preguntarle si su préstamo puede contar con una cuenta de depósito para impuestos y seguros de la vivienda.

Sin cuenta en depósito para impuestos y seguros de la vivienda		
Costos de la propiedad estimados durante el primer año		Monto total estimado durante el primer año. Usted debe pagar estos costos directamente, posiblemente en un pago grande o en dos pagos al año.
Comisión por renuncia a la cuenta en depósito		

En el futuro,

Es posible que los costos de la propiedad cambien y como consecuencia, su pago a la cuenta en depósito para impuestos y seguros de la vivienda podrá variar. Puede cancelar su cuenta en depósito, pero si lo hace, debe pagar sus costos de la propiedad directamente. Si no paga los impuestos sobre la propiedad, el estado o gobierno local pueden 1) imponer multas o sanciones o 2) imponer un embargo fiscal a esta propiedad. Si no paga ninguno de estos costos de la propiedad, su prestamista puede 1) agregar los montos al saldo de su préstamo, 2) agregar una cuenta en depósito a su préstamo o 3) exigirle que pague un seguro para la propiedad, que el prestamista adquiere en su nombre, y que tal vez tendrá un costo más alto y le brindará menos beneficios que el que podría adquirir por su cuenta.

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

Declaraciones del préstamo

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 su pago presenta un retraso de más de _____ días, su prestamista le cobrará un recargo de _____

Pagos parciales

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☐ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ la ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ la ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.

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.



¿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.

Declaraciones del préstamo

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 su pago presenta un retraso de más de _____ días, su prestamista le cobrará un recargo de _____

Pagos parciales

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☐ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.

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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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ la ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ la ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.



¿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.

Información de contacto

	Prestamista	Corredor hipotecario	Agente a cargo de la operación de cierre
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

Declaraciones del préstamo

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 su pago presenta un retraso de más de _____ días, su prestamista le cobrará un recargo de _____

Pago parcial

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

Si usted vende o transfiere esta propiedad a otra persona su prestamista,

- ☐ permitirá, en determinadas condiciones, que esta persona asuma este préstamo con sus términos y condiciones originales.
- ☐ no permitirá que se asuma este préstamo con sus términos y condiciones originales.

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.

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ La ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ La ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.

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.



¿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.

Declaraciones del préstamo

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 su pago presenta un retraso de más de _____ días, su prestamista le cobrará un recargo de _____

Pago parcial

Su prestamista

- ☐ aceptará pagos menores al monto total adeudado (pagos parciales) y se aplicarán a su préstamo.
- ☐ podrá mantenerlo en una cuenta separada hasta que cubra el resto del pago y luego aplicará el pago total a su préstamo.
- ☐ no acepta pagos parciales.

Si este préstamo se vende, es posible que su nuevo prestamista tenga una política diferente.

Supuestos

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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.

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 su pagaré y su instrumento de garantía para obtener información sobre lo siguiente:

- ¿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 luego de la ejecución de la hipoteca

Si su prestamista ejecuta la hipoteca sobre este inmueble y dicha ejecución no cubre el monto de saldo pendiente de este préstamo:

- ☐ La ley estatal puede protegerlo contra la responsabilidad de pagar el saldo pendiente. Si vuelve a financiar o adquiere otra deuda sobre este inmueble, puede perder esta protección y tendrá que pagar la deuda restante después de la ejecución de la hipoteca. Le recomendamos que consulte con un abogado para obtener más información.
- ☐ La ley estatal no lo protege contra la responsabilidad de pagar el saldo pendiente.



¿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.

Información de contacto

	Prestamista	Corredor hipotecario	Agente a cargo de la operación de cierre
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			

H-29 Escrow Cancellation Notice Model Form (§ 1026.20(e))

Description: This is a blank model form of the disclosures required by § 1026.20(e).

[Logo] [Name of Creditor or Servicer]

Escrow Closing Notice

BORROWER	ISSUE DATE
MAILING ADDRESS	LENDER
PROPERTY ADDRESS	ACCOUNT #/LOAN #
	PHONE

As of [date], you will no longer have an escrow account (also called an "impound" or "trust" account) because

- ☐ you asked us to close it.
- ☐ we are closing it.

After this date, you must directly pay your property costs, such as taxes and homeowner's insurance, possibly in one or two large payments a year.

Cost to You	
Escrow Closing Fee <i>For closing your escrow account</i>	[dollar amount]

In the future,

If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property.

If you fail to pay any of your property costs, we may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that we buy on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Call [phone number] with any questions about the closing of your escrow account.

- ☐ We do not offer you the option of keeping the escrow account on your loan.
- ☐ Contact us at [phone number] by [date] if you want to keep the escrow account on your loan.