



620 Market Street, One Centre Square, Knoxville, TIN 37902  
PO BOX 477, Knoxville, TIN 37901  
Telephone: (800) 955-0021 Fax, 800-813-8164

# MORTGAGE BANKER DISCLOSURE (TEXAS)

**Mortgage Banker: 21st Mortgage Corporation**  
**Registration Number: 62422**

Pursuant to the requirements of section 157.007 of the Texas Mortgage Banker Act, chapter 167, Texas Finance Code, you are hereby notified of the following-

**COMPLAINTS REGARDING MORTGAGE BANKERS  
SHOULD BE SENT TO:**

**THE TEXAS DEPARTMENT OF SAVINGS & MORTGAGE LENDING  
2601 NORTH LAMAR, SUITE 201  
AUSTIN, TEXAS 78706  
TOLL-FREE CONSUMER HOTLINE 1-877-276-6660**

**We confirm receipt the date set forth below. APPLICANT (S)**

Signature: [Signature]

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: [Signature]

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



21<sup>st</sup> MORTGAGE CORPORATION  
620 Market Street Ste. 100  
Knoxville, TN 37902  
Office: (800) 955-0021  
Office Fax: (800) 209-1575



### Communications Disclosure Form

Your credit application will be submitted to a lender (the "Lender") for review. The Lender's designated representative (or a person under their supervision, as appropriate) may communicate its status or address other questions you may have about your application or the loan process. The retailer from whom you may purchase a home and its sales consultants may assist you with matters associated with the sales transaction – for example, the type of home to purchase, options, site improvements, sales features that may impact your financing options, etc.

During the sales process, if there are questions that may impact the financing of your purchase, your sales consultants may conference or connect you and the appropriate representative(s) of the Lender for your convenience.

Following the receipt of your credit application, a representative from the Lender (or a person under their supervision, as appropriate) may contact you to discuss your application. Should you have any questions about your application, please contact the Lender at the number provided.

By signing below, you acknowledge that you have read and understood the details provided, and also consent to the Lender sharing the decision of your credit application and other necessary personal financial information with your retailer in order to facilitate your sales transaction and other purposes. You also acknowledge that you have personally completed the information on the application accurately.

X  
\_\_\_\_\_  
Applicant Signature (Date)

X  
\_\_\_\_\_  
Applicant Signature (Date)

\_\_\_\_\_  
Applicant Signature (Date)

\_\_\_\_\_  
Applicant Signature (Date)

\_\_\_\_\_  
Dealership

\_\_\_\_\_  
Sales Person (Date)

~~This form was approved by the application and must be approved by the lender for the application to be accepted and processed.~~

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance With the equal credit opportunity, fair housing and home mortgage disclosure laws. YOU are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not Wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER:</b> I decline to furnish this information: <input type="checkbox"/> ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	<b>CO-BORROWER:</b> I decline to furnish this information. <input type="checkbox"/> Ethnicity <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White SEX <input type="checkbox"/> Male <input type="checkbox"/> Female
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If the answer is "yes" to any of the questions (1 -5), explain on attached sheet. Enter Y (yes) or N (no) in both columns

(1) HAVE YOU EVER DECLARED BANKRUPTCY WITHIN THE LAST 10 YEARS?  
 BORROWER:  yes  no      Co-BORROWER:  YES  No      WHERE?      WHEN?

(2) HAVE YOU HAD ANY JUDGMENTS, REPOSSESSIONS, GARNISHMENTS, OR OTHER LEGAL PROCEEDINGS FILED AGAINST YOU WITHIN THE PAST 7 YEARS?  
 BORROWER:  YES  No      Co-BORROWER:  YES  No

(3) Do YOU HAVE ANY PAST DUE OBLIGATIONS TO OR INSURED BY ANY AGENCY OF THE FEDERAL GOVERNMENT  
 BORROWER:  YES  No      Co-BORROWER:  YES  No

(4) ARE YOU A CO-MAKER OR GUARANTOR ON A NOTE?  
 BORROWER:  YES  No      Co-BORROWER:  YES  No      FOR WHOM?      HOW MUCH?

(5) HAVE YOU ANY OTHER APPLICATION FOR AN FHA TITLE I IMPROVEMENT LOAN PENDING AT THIS TIME?  
 BORROWER-  YES  No      Co-BORROWER-  YES  No

ARE YOU A U.S. CITIZEN?  
 BORROWER:  YES  No      Co-BORROWER:  YES  No

ARE YOU A PERMANENT RESIDENT ALIEN?  
 BORROWER:  YES  No      Co-BORROWER:  YES  No

PROPERTY WILL BE:  PRIMARY RESIDENCE  SECONDARY RESIDENCE  INVESTMENT      IS THE PROPERTY SECURING THE LOAN A MANUFACTURED HOME?  YES  No

PURPOSE OF LOAN:  PURCHASE  REFINANCE  CONSTRUCTION  CONSTRUCTION- Permanent  OTHER (EXPLAIN):

SUBJECT PROPERTY ADDRESS:

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that- (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in the application, and Lender, its successors or assigns may retain the original and/or electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to the closing of the Loan; (8) in the event my payments on the Loan become delinquent the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law, (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property, and (11) my transmission of this application as an "electronic record" containing my electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original signature. **FAIR CREDIT REPORTING ACT NOTICE TO CONSUMER:** I give permission to my dealer and any financial institution selected by my dealer, to investigate my credit and employment history and authorize each of my employer, landlord, deposit institution, and credit company to release information about me. I acknowledge that my dealer is not a credit grantor, but upon my inquiry will identify to me which financial institution I may contact to inquire about the status of my application. This application may be considered withdrawn if I do not inquire about its status within 30 days of the date of this notice. I certify that all statements made in this application are true and correct and are made for the purpose of obtaining credit

 Applicant Signature Required \_\_\_\_\_ Date \_\_\_\_\_       Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

(A) APPLICANT Driver's License No. \_\_\_\_\_      (B) APPLICANT Drivers License No. \_\_\_\_\_

Texas Department of Housing and Community Affairs

MANUFACTURED HOUSING DIVISION

P. O. BOX 12489 Austin, Texas 78711-2489  
(800) 500-7074, (512) 475-2200 FAX (512) 475-1109  
Internet Address: [www.tdhca.state.tx.us/mh/index.htm](http://www.tdhca.state.tx.us/mh/index.htm)

**MAKING AN INFORMED DECISION ABOUT BUYING A  
MANUFACTURED HOME**

**IF YOU HAVE QUESTIONS CALL 1-800-500-7074**

**[WWW.TDHCA.STATE.TX.US/MH](http://WWW.TDHCA.STATE.TX.US/MH)**

Ownership of ANY home brings many responsibilities. Buying a manufactured home involves many important and unique considerations. This disclosure is to assist you in recognizing and understanding many of those factors. Please read it carefully.

**CHOOSING A MANUFACTURED HOME AS YOUR HOME:** Manufactured homes come in a variety of sizes, styles, design features, amenities, and price ranges. All manufactured homes are built to federal standards established by the federal Department of Housing and Urban Development (HUD). Also, the federal government and the state of Texas requires manufacturers, retailers and installers to give certain warranties on manufactured homes. The type of warranties you receive will depend on whether you are purchasing a new or used manufactured home. You have the right to see the manufacturer's warranty and the retailer's warranty before entering into a binding agreement to purchase a manufactured home.

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*initials*

**CHOOSING A MANUFACTURED HOME RETAILER:** The State of Texas licenses and oversees manufacturers, retailers, brokers, salespersons, rebuilders, and installers of manufactured homes. The agency responsible for this licensing and oversight is the Texas Department of Housing and Community Affairs, Manufactured Housing Division (the "Department"). Your properly licensed manufactured home retailer should display, or be willing to show you, its license in its sales office. **Dealing with licensed parties can provide important consumer protections.**

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*initials*

**DEPOSITS:** You may be required by a manufactured home retailer to place a deposit on a home, regardless of whether the home is on the retailer's sales lot, is being sold at another location, or will be ordered from a factory. The amount of the deposit is determined between you and your retailer. The deposit becomes a down payment upon execution of a binding written purchase agreement. You have the right to demand a refund of the deposit or down payment, and receive that refund within 15 days thereafter, if you timely and properly rescind the purchase agreement.

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**FINANCING OPTIONS:** A manufactured home in Texas has tremendous flexibility when it comes to financing because it can be financed as personal property (typically a consumer loan secured by the home only) or, if you own the land the home is on (or have a qualifying long term lease on the land) as real property (typically a mortgage loan secured by the home and the land). You should talk to possible lenders about the terms they can offer. If you think one lender is offering too high a rate, talk to another lender.

Consumer lenders must generally be registered with the Office of the Consumer Credit Commissioner. Mortgage loans are usually originated by mortgage brokers (licensed with the Savings and Mortgage Lending Department), mortgage bankers (registered with the Savings and Mortgage Lending Department), or financial institutions (regulated by state and/or federal regulators, depending on the type of financial institution).

**WHEN YOU MAKE A DECISION ABOUT BUYING A  
MANUFACTURED HOME, PLAN FOR FLEXIBILITY AND CHANGE.**

YOUR LOAN WILL BE A **MAJOR** FACTOR IN DETERMINING YOUR PAYMENTS, BUT THERE ARE OTHER IMPORTANT FACTORS YOU SHOULD ALSO THINK ABOUT, SUCH AS:

- Adjustable rate loans – If rates go up, your loan payments will go up.
- Property taxes – Changes in property valuation and changes in tax rate can result in changes in your payments.
- Insurance – If premiums increase, your payments will go up.
- Lot rent – If you are renting the lot your home is on, your rent may be subject to increase.

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**LOCAL RESTRICTIONS AND REQUIREMENTS (ZONING):** Depending on where a home is to be located it may be subject to special local requirements, including zoning and deed restrictions. These local requirements may affect where the home can be placed and may also involve other related requirements (and expenses) such as size requirements, construction requirements. Contact the local municipality, county, and subdivision manager to find out what, if any, requirements of this sort may apply to any site where you are going to place a manufactured home.

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**SITE PREPARATION:** The installer is responsible for proper preparation of the site where a new manufactured home is to be installed. A consumer is responsible for proper preparation of the site where a used manufactured home is to be installed. If you do not think you can prepare your site properly, consider hiring someone else with the right experience and equipment to do it for you. Proper site preparation includes a site for placement of the home that has good drainage so that water will not collect or run under or around the home; and firm compacted soil with no stumps, debris, or other matter. The site that is selected and prepared also needs to meet any setback or other placement requirements and have access to any required water, septic system, and utilities.

**PROPER SITE PREPARATION IS ESSENTIAL!**

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**INSTALLATION:** If you are purchasing a NEW manufactured home. Installation must be included. If you are purchasing a USED manufactured home, installation may or may not be included. If installation is not included and you arrange for it yourself, remember, ONLY A LICENSED INSTALLER may install a manufactured home. The installer who actually installs the home must also provide a warranty.

**PROPER INSTALLATION BY A LICENSED INSTALLER IS  
REQUIRED BY LAW IN ORDER FOR A HOME TO BE OCCUPIED.**

If you are buying a home that has already been installed, you should ask the selling retailer if they will check the leveling, check for the presence (if required) and condition of any vapor retarder, check anything else regarding the foundation/stabilization system, or provide any other installation-related services.

If you acquire a used manufactured home that is already installed in a Wind Zone II county but the home is a Wind Zone I home, which means that home was not designed or constructed to withstand a hurricane force wind occurring in a Wind Zone II or III area, the home cannot be installed in a Wind Zone II area unless it was constructed before September 1, 1997.

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**UPKEEP AND MAINTENANCE:** ANY home requires regular upkeep and maintenance – things like periodic checking of and repairs to the roof, keeping vents and filters clear, maintaining septic systems and wells in safe and sanitary working order, caulking to prevent leaks, and periodic painting. Also, depending on the foundation system you choose, a manufactured home may require periodic checking to be sure that it is still level and that the anchors and straps are secure.

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**FOUNDATION MAINTENANCE:** You must accept all responsibility for maintenance of the site upon closing. These responsibilities include: maintaining good drainage around the home, preventing soil erosion, periodic inspections of foundation supports and anchorage, and any leveling or adjustment that may be required unless contractually agreed otherwise. Homes located in areas that have soils with high clay content that expands and contracts must maintain consistent moisture levels. This may include watering around the foundation during dry summer months and managing the size and proximity of the vegetation near the foundation.

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**LOT RENT:** If you rent the lot your home is on, in addition to the possibility of rent increases, it is possible that the property owner could decide to change the use of the land and not renew your lease. Although you would be given advance notice, this would mean that you would have to move your home and have it installed somewhere else.

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*initials*

**WATER AND UTILITIES:** Be sure that your lot has access to water. If you must drill a well, consider contacting several drillers for bids. If water is available through a municipality, utility district, water district, or cooperative, you should inquire about the rates you will have to pay and the costs necessary to join the water system. Be sure that any utilities you will need are available at your site and, if they are not, find out what will be involved in getting them delivered and connected.

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**SEWER CONNECTIONS OR SEPTIC SYSTEMS:** If your lot is not serviced by a municipal sewer system or utility district, you will have to install an on-site sewer facility (commonly known as a septic system). There are a number of concerns or restrictions that will determine if your lot is adequate to support a septic system. Check with the local county or a licensed private installer to determine the requirements that apply to your lot and the cost to install such a system.

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**HOMEOWNERS ASSOCIATIONS AND FEES:** Many subdivisions have mandatory assessments and fees that lot owners must pay. Check with the manager of the subdivision in which your lot is located to determine if any fees apply to your lot.

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*initials*

**PROPERTY TAXES:** Manufactured homes are appraised and subject to property taxes. Depending on the type of loan you have, your lender may escrow for these taxes, and this will increase your monthly payments. Whether you select personal property or real property status for your home may impact any homestead exemption that you may obtain to reduce your tax liability. Talk with the county tax office if you have any questions. Failing to pay your taxes or make arrangements with the tax assessor-collector may place you at risk of having tax liens recorded on your home and, possibly, having the home foreclosed for non-payment of taxes. If you do not have a lender that escrows for the taxes, the tax assessor-collector will work out an escrow arrangement with you if requested.

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**INSURANCE:** Your lender will almost certainly require you to obtain insurance. You should request quotes from the agent of your choice to obtain the insurance. Even if you do not have a lender, it is a good idea to obtain insurance to protect your home and yourself.

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*initials*

**THE TEXAS MANUFACTURED HOMEOWNERS' RECOVERY TRUST FUND (the "FUND"):** The Fund is established by law to protect consumers who incur certain actual damages arising from specified violations of law involving acts or omissions of licensees. To learn more about the Fund you can check the Department's website at: [www.tdhca.state.tx.us/mh](http://www.tdhca.state.tx.us/mh) or call the Department for a printed description of the Fund and how it works. Claims on the Fund must be verified and must be made within two years from the date of the act or omission or when it was discovered or reasonably should have been discovered.

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**RIGHT OF RESCISSION:** Once you enter into a contract with a selling retailer to acquire a manufactured home, you have a right to rescind the contract. You may, not later than the third day after the applicable contract is signed, rescind the contract without penalty or charge. The right to rescind may be modified or waived only if you have a *bona fide* emergency. The Department has rules about the detailed requirements for waivers and modifications. If you grant someone other than the retailer a lien on the home you are buying, the right of rescission automatically goes away when the lien is recorded with the TDHCA.

\_\_\_\_\_  
*initials*

This **Six Page Disclosure** was provided to me/us by the retailer and/or lender shown below on this date. It was provided to me/us before I/we completed a credit application (if a financed transaction), or before I/we signed a contract to purchase, exchange, or lease-purchase a manufactured home.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RETAILER or LENDER

\_\_\_\_\_  
LICENSE NUMBER (if a retailer)

\_\_\_\_\_  
CUSTOMER signature

\_\_\_\_\_  
CUSTOMER signature

\_\_\_\_\_  
CUSTOMER printed name

\_\_\_\_\_  
CUSTOMER printed name

Date: \_\_\_\_\_

Date: \_\_\_\_\_