



## LOAN APPLICATION FOR REO PURCHASE LOANS

Dear Prospective Borrower,

Thank you for choosing **LENDERLINE®** for your mortgage needs. We are currently offering **REO purchase mortgages** for 1-4 unit residential properties located in the State of California, and for multifamily (5+ units), commercial and industrial properties located anywhere in the United States (including Puerto Rico, the Virgin Islands, and Guam), under the following guidelines:

- Up to 80% LTV.
- No minimum credit score.
- No seasoning of down payment.
- Full or reduced documentation.
- SFR, PUD, condos, townhouses, 2-4 units – California only.
- Rehabilitation projects allowed.
- Foreign nationals allowed.
- Recent foreclosure, bankruptcy or short sale OK.
- Make sense underwriting.
- High rise or low rise.
- Multifamily projects.
- Subdivisions.
- Land development projects.
- Loan amounts up to \$20,000,000.

Please call for current pricing. Please be advised that loan product guidelines, terms, conditions and pricing are subject to change without notice.

### **SUBMISSION REQUIREMENTS:**

In order to complete your mortgage application or loan pre-approval request for our **REO purchase loans**, please furnish us with the following items:

**ENGAGEMENT LETTER (ATTACHED).** All borrowers/co-borrowers to complete, sign and date.

**NON-DISCLOSURE & NON-COMPETITION AGREEMENT (ATTACHED).** All referring real estate professionals will be required to complete, sign and date.

**AUTHORIZATION TO ORDER CREDIT REPORT (ATTACHED).** All borrowers/co-borrowers to complete, sign, and date. Foreign nationals do not need to complete this form.

**BORROWER SIGNATURE AUTHORIZATION (ATTACHED).** All borrowers/co-borrowers to complete, sign, and date.

**UNIFORM RESIDENTIAL LOAN APPLICATION (ATTACHED).** All borrowers/co-borrowers to complete, sign, and date. Married co-borrowers may complete the application jointly. Unmarried co-borrowers are each required to complete a separate application. All sections for employment and income will be completed.

**INCOME DOCUMENTATION.** Please choose either the full documentation or alternative documentation option.

**Full Documentation Option.** If you elect to go under our full documentation option, please provide the following:

For W-2 Income

- Last 2 years W-2s.
- Most recent 30 days' paycheck stubs showing year-to-date earnings.
- Most recent 2 years' tax returns - **must include all schedules.**
- Request for Transcript of Tax Return – 4506-T (attached).

For Self-Employment Income

- Year-to-date profit & loss.
- Most recent 2 years **personal** tax returns - **must include all schedules.**
- If you own more than 25% of a corporation, LLC or partnership from which you derive income, provide most recent 2 years **business** tax returns - **must include all schedules.**
- Request for Transcript of Tax Return – 4506-T (attached).

For Retirement or Fixed Income

- Most recent award letter(s) indicating annual benefits amount(s).
- Most recent 2 years' 1099s and/or W-2s.
- Most recent 2 years' tax returns - **must include all schedules.**
- Request for Transcript of Tax Return – 4506-T (attached).

**Alternative Documentation Option.** If you elect to go under our alternative documentation option, please provide ALL pages, even if they are blank, of the most recent 24 months' personal bank statements in which you deposit your income. Income **will** be stated on the Uniform Residential Loan Application, however, no paycheck stubs, W-2, 1099, tax returns or 4506-T will be required.

**ASSET DOCUMENTATION.** Liquid assets will be required to meet the lender's down payment and/or reserve requirements. Please provide ALL PAGES, even if they are blank, of the most recent 2 months' (or quarterly) statements for the following types of accounts:

- Checking accounts.
- Savings accounts.
- Money market accounts.
- Stocks.
- Bonds.
- Time deposits.
- Mutual funds.

Internet printouts are not acceptable – the lender will require copies of the statements that are mailed to you each month through the U.S. postal service. If your bank provides .pdf versions of your statements in the exact format in which the ones that are mailed to you, these may be provided. A letter of explanation and supporting documentation will be required to explain any large deposits. ***Please note - applicants with significant assets in one account may submit documentation for just that one account in lieu of all of these types of accounts.***

**SCHEDULE OF REAL ESTATE OWNED.** Provide the following for all properties that you currently own:

- HUD-1 settlement statement from when property was acquired.
- Most recent mortgage statement showing payment, principal balance, property address and loan number, or a letter indicating that the property has no mortgage.
- Most recent property tax statements.
- Most recent declarations page showing insurance coverage and annual premium.
- Most recent homeowner's association dues statement, if applicable.
- Current rental agreement(s).

**PHOTO IDENTIFICATION.** Provide ONE of the following items:

- Driver license.
- U.S. passport.
- U.S. permanent resident card.
- For foreign nationals, a copy of your foreign passport and valid U.S. visa.

**SOCIAL SECURITY CARD.** Provide a copy of your social security card. Foreign nationals do not need to provide this item.

**VERIFICATION OF RENT AND/OR MORTGAGE.** This loan program requires that we verify that all rent payments have been made on time during the past 12 months, and all mortgage payments have been made on time during the past 24 months.

If you are currently ***renting***, please provide:

- A copy of your rental or lease agreement.

- The contact information for the person or company to which you have made your rent payment for the past 12 months.
- In the event that your landlord is an individual owner (as opposed to a professional property management company), the lender will require a copy of the front and back of the most recent 12 months' cancelled rent checks to verify that all payments were made on time.

If you currently have a **mortgage** and it is **not reporting** on your credit report, you may be asked to provide:

- A copy of your most recent mortgage statement.
- A copy of your promissory note.
- The contact information for the person or company to which you have made your mortgage payment for the past 24 months.
- A copy of the front and back of the cancelled mortgage checks for the most recent 24 months' to verify that all payments were made on time.

**WRITTEN ESTIMATE FROM LICENSED CONTRACTOR.** Provide a written estimate from a licensed contractor which includes a detailed scope of work and line item cost of repairs. This **must** be from a **licensed contractor** and you **must** provide a copy of a valid contractor's license with the estimate. Please see attached *Contractor Bid Example* which indicates required format and information.

**PURCHASE CONTRACT AND ALL COUNTEROFFERS/ADDENDUMS.** Provide a copy of the purchase contract and all counteroffers and addendums as well as existing lease agreements if property is tenant-occupied. **Please note - all items must be fully executed by all parties.**

**ESCROW CONTACT INFORMATION.** Provide the contact information for the escrow company that you have selected, as well as any escrow number that has been assigned to your file.

**INSURANCE QUOTATION.** Provide a quotation from the insurance agent that will provide your hazard insurance (or HO-6 insurance if property is a condominium).

**METHOD OF DELIVERY:**

These items may be delivered by:

- **Fax.** Fax all items to (949) 272-0167
- **Email.** Scan and email all items to: [submissions@lenderline.com](mailto:submissions@lenderline.com)
- **Overnight Delivery.** Overnight all items to:

**LENDERLINE®**  
23 Corporate Plaza, Suite 150  
Newport Beach, CA 92660  
Tel: (888) 661-7888

**IMPORTANT: IF YOU ELECT TO SEND THESE ITEMS VIA OVERNIGHT DELIVERY, DO NOT SEND ORIGINAL DOCUMENTS AS WE WILL NOT BE ABLE TO RETURN THESE ITEMS TO YOU.**

If you have any questions, please do not hesitate to call me.

Thank you for the opportunity to be of service.

Sincerely,

*Murdock McIntyre*

Murdock McIntyre

CA BRE 01058154

NMLS 279944 (personal) / 463086 (company)

**LENDERLINE®**

23 Corporate Plaza, Suite 150

Newport Beach, CA 92660

Tel: (888) 661-7888

Fax: (949) 272-0167

Email: [murdock.mcintyre@lenderline.com](mailto:murdock.mcintyre@lenderline.com)

Website: [www.lenderline.com](http://www.lenderline.com)



## ENGAGEMENT LETTER

This ENGAGEMENT LETTER (hereafter referred to as "Agreement") is entered into as of the effective date (hereafter referred to as "Effective Date") by and between the undersigned borrower (hereafter referred to as "Borrower") and LENDERLINE® (hereinafter referred to as "Agent"). In consideration of the mutual covenants and undertakings to be performed by this Agreement, and with the intention of being legally bound thereby, the parties by their signature below hereby agree as follows:

### Terms of Agreement

1. **AUTHORIZATION.** Borrower hereby appoints and employs Agent to represent Borrower in obtaining a loan (hereinafter referred to as "Loan") secured by real property in the State of California and all improvements thereon (hereinafter referred to as "Property") from any lender (hereinafter referred to as "Lender"), under terms and conditions agreeable to Borrower as evidenced by Borrower's signature on the loan application, term sheets, disclosures, loan documents, or other correspondence provided by Lender and/or Agent in connection with the loan transaction (hereinafter referred to as "Loan Transaction").
2. **TERM.** The term of this Agreement shall commence upon the Effective Date and shall expire six (6) months thereafter (hereinafter referred to as "Term of Agreement"). If, at the end of the Term of Agreement, a Loan commitment has not been obtained from a Lender, but substantial progress has been made toward obtaining a Loan commitment from a Lender, the extension of the Term of Agreement for a reasonable period shall not be unreasonably withheld by the Borrower.
3. **FEE.** Borrower acknowledges and agrees that Agent shall earn a fee (hereafter referred to as "Fee") in an amount indicated in the fee addendum and/or disclosure documents that will be provided to Borrower after an evaluation of the borrower's loan application and supporting documentation.
4. **FIRST RIGHT OF REFUSAL.** Borrower and Agent acknowledge that Borrower may wish to obtain quotations or offers (hereafter referred to as "Competing Offers") from other mortgage brokers, bankers or lenders (hereafter referred to as "Other Loan Originators"), however, as consideration for Agent's time, effort and expense in fulfilling its obligations under this Agreement, Borrower agrees to provide Agent with the first right of refusal to provide a Loan to Borrower under equal or better terms as Competing Offers provided by Other Loan Originators as evidenced by a written notice to Agent containing, at a minimum, a Good Faith Estimate and lock confirmation indicating the terms of the Competing Offers from Other Loan Originators (hereafter referred to as "Notice of Competing Offer"). Upon Borrower's delivery of the Notice of Competing Offer to Agent, Agent shall have five (5) business days to provide written confirmation of Agent's ability to provide a Loan to Borrower under equal or better Loan Terms than those indicated in the Competing Offers. In the event that Agent does not provide written confirmation to Borrower within five (5) business days from receiving a Notice of Competing Offer, this shall be construed as Agent's inability to provide a Loan to Borrower under equal or better Loan Terms as those indicated in the Notice of Competing Offer, and Borrower shall be released from its obligations under this Agreement. In the event that Borrower either: (a) fails to provide Agent with the first right of refusal according to the provisions specified above, or (b) consummates a Loan with any Other Loan Originator after Agent agrees to provide a Loan to Borrower under equal or better Loan Terms as those indicated in the Notice of Competing Offer, Borrower shall be immediately liable to Agent for a fee (hereafter referred to as "Fee") in the amount of three percent (3.00%) of the Loan amount and shall pay this Fee upon demand.

Engagement Letter – Revised 02/01/2015

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Borrower's Initials: \_\_\_\_\_

Co-Borrower's Initials: \_\_\_\_\_

Agent's Initials: \_\_\_\_\_

5. EXCLUSIVE REPRESENTATION & NON-COMPETITION. Agent shall be deemed to be the exclusive representative of the Borrower with regards to any Lender to which the Borrower is introduced by Agent (hereinafter referred to as "Exclusive Lender") for a five (5) year period from the Effective Date of this Agreement. In the event that Borrower consummates any Loan with an Exclusive Lender during the five-year period from the Effective Date of this Agreement, either directly with the Exclusive Lender or through a third party loan originator acting as a broker, banker or correspondent, Borrower shall be liable to Agent for a fee in the amount of three percent (3.000%) of the Loan amount and shall pay this Fee upon demand. Borrower agrees that Competing Offers received from an Exclusive Lender may not be used to compete with Agent under the first right of refusal provisions outlined in section 4 of this Agreement for a five (5) year period from the Effective Date of this Agreement.

6. CONFIDENTIALITY & NON-DISCLOSURE. Borrower understands, acknowledges and agrees that the identity of an Exclusive Lender, if provided to a third party, could be used independently of and/or in competition with Agent. As consideration for Agent entering into this Agreement, Agent will require certain warranties and assurances from Borrower. Borrower hereby warrants and agrees that: (a) The identity of an Exclusive Lender shall be considered confidential information (hereinafter referred to as "Confidential Information"), and as such, Borrower shall not disclose, publish or disseminate the Confidential Information to any third party without the prior written consent of Discloser; (b) Recipient shall only disclose the Confidential Information (i) to legal counsel, accountants, tax preparers and their advisors; (ii) to its employees, consultants agents, and third parties who need to know such information and who are bound by restrictions regarding disclosure and use of such Confidential Information which are no less restrictive than those set forth herein; (iii) as required by law in connection with the enforcement of this Agreement or any rights hereunder; or (iv) if legally compelled to disclose such Confidential Information, provided however that prior to any such compelled disclosure, Borrower shall give Agent notice in advance of any such proposed compelled disclosure and shall cooperate with Agent in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

7. HOLD HARMLESS. Borrower acknowledges and agrees that Agent is acting in the capacity of a mortgage broker on a "best-efforts" basis, and cannot guarantee that any Lender will provide a Loan to Borrower under the terms and conditions requested. Borrower agrees to hold Agent harmless from any and all claims for Agent's inability to find any Lender that will provide a Loan to Borrower under the terms and conditions requested by the Borrower.

8. MISCELLANEOUS. This Agreement shall not be construed either for or against Borrower or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. This Agreement shall be construed, governed by and enforced in accordance with the laws of the State of California. Borrower and Agent agree that this Agreement is being executed in Newport Beach, California, and that the Orange County, California will be the venue for any claim or controversy. In the event of litigation or arbitration between Borrower and Agent arising under or relating to this Agreement, the prevailing party shall be paid its attorney's fees and costs by the losing party. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees actually incurred. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Borrower and Agent understand, acknowledge and agree that in the event of a breach of this Agreement, the affected parties shall have the right to an injunction and/or other equitable relief in any court of competent jurisdiction regardless of any restrictions or provisions for venue with respect to any action, claim or proceeding arising out of or related to this Agreement. If Borrower fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less. Whenever Agent or Borrower shall serve any notice, demand, request, approvals or other communication, such notice, demand, request, approval or other communication shall be given in writing and shall be delivered personally, by messenger, by courier, by postage prepaid mail sent to the addresses set forth in this Agreement, or

Borrower's Initials: \_\_\_\_\_

Co-Borrower's Initials: \_\_\_\_\_

Agent's Initials: \_\_\_\_\_

by facsimile or email with receipt confirmed thereafter by telephone. Service shall be deemed made on the date of actual delivery. Borrower represents and warrants to Agent that: (a) Each person executing this Agreement on behalf of Borrower has full right, power and authority to execute this Agreement as or on behalf of Borrower; (b) Borrower has the full right, power and authority to execute this Agreement and to consummate a Loan Transaction as provided herein, and to perform Borrower's obligations under this Agreement; and (c) Borrower has had the opportunity to review this Agreement with legal counsel and understands all of the terms, conditions, rights and obligations outlined herein. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and is binding upon the undersigned parties, its successors and assigns, and all of its employees, agents, servants, associates and/or affiliates, whether they be natural persons, corporations, associations, partnerships, limited liability companies, trusts, or otherwise. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties. This Agreement supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect, and such provisions shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section, or in any way affect this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Electronically executed or facsimile copies of this Agreement will be equivalent to original documents.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
("Effective Date"). Borrower and Agent hereby acknowledge receipt of a copy of this Agreement.

**BORROWER:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CO-BORROWER:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**AGENT:**

Signature: \_\_\_\_\_  
Printed Name: Murdock Evan McIntyre  
Title: Broker  
For: LENDERLINE®  
DRE LICENSE: 01058154  
NMLS ID: 463086 (Company) / 279944 (Individual)  
Address: 23 Corporate Plaza, Suite 150  
City/State/ZIP: Newport Beach, CA 92660  
Tel: (888) 661-7888  
Fax: (949) 272-0167  
Email: [murdock.mcintyre@lenderline.com](mailto:murdock.mcintyre@lenderline.com)

Borrower's Initials: \_\_\_\_\_

Co-Borrower's Initials: \_\_\_\_\_

Agent's Initials: \_\_\_\_\_





## NON-DISCLOSURE & NON-COMPETITION AGREEMENT

This Non-Disclosure & Non-Competition Agreement (hereafter referred to as "Agreement") is entered into as of the effective date (hereafter referred to as "Effective Date") by and between the undersigned recipient (hereafter referred to as "Recipient") and Lenderline® (hereinafter referred to as "Discloser"). The parties wish to protect and preserve the confidential nature of certain information of Discloser that may be made available to Recipient in connection with Discloser originating no income documentation mortgages on 1-4 unit residential properties for prospective borrowers introduced to Discloser by Recipient (hereafter referred to as the "Purpose"). In consideration of the foregoing and the rights and obligations set forth herein, and with the intent of being legally bound thereby, Discloser and Recipient by their signatures below hereby agree as follows:

1. **CONFIDENTIAL INFORMATION.** Recipient warrants that they are currently unaware of any lender which provides no income documentation loans for 1-4 unit residential properties. "Confidential Information" means the identity of any lender (hereafter referred to as "Lender") which provides no income documentation loans for 1-4 unit residential properties which in introduced to Recipient by Discloser either directly or indirectly in the course of processing or submitting the loan application for a real estate client of Recipient.

2. **NON-DISCLOSURE AND LIMITED USE.** Recipient shall hold all Confidential Information in strict confidence and shall disclose the Confidential Information only to its employees, consultants and third parties who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use any Confidential Information for the benefit of itself or any third party, or for any purpose other than the Purpose outlined in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of similar nature and importance (but in no event less than reasonable care) to avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. If the parties mutually agree to continue a business or other relationship and do not enter into a new non-circumvention and non-disclosure agreement, the terms and conditions set forth herein shall apply to any Confidential Information related to, or activities undertaken in connection with, carrying out such business or other relationship, unless otherwise agreed to by the parties in writing. Except as required by law or as reasonably required to assert its rights hereunder, Recipient shall not disclose the existence or substance or any terms of this Agreement or any related agreement between the parties without the prior written consent of Discloser. Recipient may disclose Confidential Information to the extent approved in writing in advance by Discloser, or if Recipient is legally compelled to disclose such Confidential Information; provided, however, that prior to any such compelled disclosure, Recipient shall give Discloser prompt notice in advance of any such proposed compelled disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Further, Recipient may disclose the terms and conditions of this Agreement: (i) as required by applicable laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (ii) in confidence, to legal counsel; (iii) in confidence, to accountants, and financing sources and their advisors; and (iv) in connection with the enforcement of this Agreement or any rights hereunder.

3. **COVENANT NOT TO COMPETE.** Recipient and Discloser understand, acknowledge and agree that the Confidential Information of Discloser could directly benefit Recipient if used by Recipient independently and/or in competition with Discloser. As consideration for Discloser entering into this Agreement and providing the Confidential Information to Recipient, Discloser will require certain warranties and assurances from Recipient. Recipient hereby warrants and agrees that: (a) Prior to the execution of this Agreement, Recipient was unaware

that the Lender introduced to Recipient by Discloser provided no income documentation mortgages on 1-4 unit residential properties; (b) Recipient shall not submit any loans either directly or indirectly, nor cause any loans to be submitted, to Lender introduced to Recipient by Discloser without first ensuring that Discloser has entered into a Mortgage Brokerage Fee Agreement with the proposed borrower(s). This provision shall apply to any entity in which Recipient shall own, control, manage, direct, consult, or be employed at, either directly or indirectly.

4. TERM OF AGREEMENT. The obligations set forth in this Agreement shall continue in full force and effect for five (5) years from the Effective Date of this Agreement.

5. FEES. Recipient acknowledges and agrees that Discloser will be earning a fee (hereinafter referred to as "Fee") for providing mortgage brokerage services to prospective borrowers introduced to Discloser by Recipient (hereinafter referred to as "Prospective Borrowers"). Recipient further acknowledges and agrees that due to potential RESPA violations governing residential property transactions, Discloser **will not** provide a referral fee or any other type of consideration or thing of value to Recipient for Prospective Borrowers introduced to Discloser by Recipient, nor shall the Recipient be a party to the Fee agreement between Discloser and Prospective Borrowers.

6. REMEDIES. Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

7. HOLD HARMLESS. Recipient acknowledges and agrees that Discloser is acting in the capacity of a mortgage broker on a "best-efforts" basis, and cannot guarantee that Lender will provide a loan to Prospective Borrowers under the terms and conditions requested. Recipient agrees to hold Discloser harmless from any and all claims for Discloser's inability to find any Lender that will provide a Loan to Borrower under the terms and conditions requested by the Borrower. Recipient acknowledges and agrees that the terms, conditions and availability of no income documentation mortgages may change or be discontinued at any time without notice.

8. MISCELLANEOUS. This Agreement shall not be construed either for or against Recipient or Discloser, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. This Agreement shall be construed, governed by and enforced in accordance with the laws of the State of California. Discloser and Recipient agree that this Agreement is being executed in Newport Beach, California, and that Orange County, California will be the venue for any claim or controversy. In the event of litigation or arbitration between Borrower and Agent arising under or relating to this Agreement, the prevailing party shall be paid its attorney's fees and costs by the losing party. The attorney's fees award shall not be computed in accordance with any fee schedule, but shall be in an amount to fully reimburse all attorney's fees actually incurred. Whenever Discloser or Recipient shall give or serve any notice, demands, requests, approvals or other communication, such notice, demand, request, approval or other communication shall be given in writing and shall be delivered personally, by messenger, by courier, by postage prepaid mail to the addresses set forth in this Agreement, or by facsimile with receipt confirmed by telephone. Service shall be deemed made on the date of actual delivery. Recipient represents and warrants to Discloser that: (a) Each person executing this Agreement on behalf of Recipient has full right, power and authority to execute this Agreement as or on behalf of Recipient; (b) Recipient has the full right, power and authority to perform Recipient's obligations under this Agreement; and (c) Recipient's performance under this Agreement shall not conflict with any other agreement or contract to which Recipient is bound. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and is binding upon the undersigned parties, its successors and assigns, and all of its employees, agents, servants, associates and/or affiliates, whether they be natural persons, corporations, associations, partnerships, limited liability companies, trusts, or otherwise. This Agreement supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and

agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect, and such provisions shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable. All parties to this Agreement warrant and represent that they have the legal capacity, right, power, and authority to enter into, execute and perform under this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Electronically executed or facsimile copies of this Agreement will be equivalent to and have the same force and effect as a written and signed original document.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (“Effective Date”) in Newport Beach, California.

Recipient and Discloser hereby acknowledge receipt of a copy of this Agreement.

**RECIPIENT:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
For: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**DISCLOSER:**

Signature: \_\_\_\_\_  
Printed Name: Murdock Evan McIntyre  
Title: Broker  
For: LENDERLINE®  
NMLS ID: 463086 (Company) / 279944 (Individual)  
Address: 23 Corporate Plaza, Suite 150  
City/State/ZIP: Newport Beach, CA 92660  
Tel: (888) 661-7888  
Fax: (949) 272-0167  
Email: [murdock.mcintyre@lenderline.com](mailto:murdock.mcintyre@lenderline.com)

Discloser's Initials: \_\_\_\_\_

Recipient's Initials: \_\_\_\_\_



# Borrower Signature Authorization

**Privacy Act Notice:** This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

## Part I - General Information

1. Borrower		2. Name and address of Lender/Broker <b>Lenderline</b> <b>23 Corporate Plaza, Suite 150</b> <b>Newport Beach, CA 92660</b> <b>TEL: 888-661-7888 FAX: 949-272-0167</b>	
3. Date	4. Loan Number		

## Part II - Borrower Authorization

I hereby authorize the Lender/Broker to verify my past and present employment earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender/Broker to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Lender/Broker obtains is only to be used in the processing of my application for a mortgage loan.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower \_\_\_\_\_ Co-Borrower \_\_\_\_\_

## I. TYPE OF MORTGAGE AND TERMS OF LOAN

<b>Mortgage Applied for:</b>	<input type="checkbox"/> VA	<input checked="" type="checkbox"/> Conventional	<input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
	<input type="checkbox"/> FHA	<input type="checkbox"/> USDA/Rural Housing Service			
Amount \$	Interest Rate %	No. of Months	<b>Amortization Type:</b>	<input checked="" type="checkbox"/> Fixed Rate	<input type="checkbox"/> Other (explain):
				<input type="checkbox"/> GPM	<input type="checkbox"/> ARM (type):

## II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, & ZIP)	No. of Units
Legal Description of Subject Property (attach description if necessary)	Year Built
Purpose of Loan <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
<input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

**Complete this line if construction or construction-permanent loan.**

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

**Complete this line if this is a refinance loan.**

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	Cost: \$
	\$	\$		<input type="checkbox"/> made <input type="checkbox"/> to be made	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

## III. BORROWER INFORMATION

Borrower	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
Social Security Number	Social Security Number
Home Phone (incl. area code)	Home Phone (incl. area code)
DOB (mm/dd/yyyy)	DOB (mm/dd/yyyy)
Yrs. School	Yrs. School
<input type="checkbox"/> Married (includes registered domestic partners)	<input type="checkbox"/> Married (includes registered domestic partners)
<input type="checkbox"/> Unmarried (includes single, divorced, widowed)	<input type="checkbox"/> Unmarried (includes single, divorced, widowed)
<input type="checkbox"/> Separated	<input type="checkbox"/> Separated
Dependents (not listed by Co-Borrower)	Dependents (not listed by Borrower)
No. _____	No. _____
Ages _____	Ages _____
Present Address (street, city, state, ZIP/ country) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	Present Address (street, city, state, ZIP/ country) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.
/ United States	/ United States
Mailing Address, if different from Present Address	Mailing Address, if different from Present Address

**If residing at present address for less than two years, complete the following:**

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job
		Yrs. employed in this line of work/profession			Yrs. employed in this line of work/profession
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)

**If employed in current position for less than two years or if currently employed in more than one position, complete the following:**

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)

**V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION**

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$	\$	\$	Rent	\$	
Overtime				First Mortgage (P&I)		\$
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>Total</b>	<b>\$</b>	<b>\$</b>

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

**Describe Other Income**      **Notice:** Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$





VII. DETAILS OF TRANSACTION	VIII. DECLARATIONS
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>a. Purchase price</td><td style="text-align: right;">\$</td></tr> <tr><td>b. Alterations, improvements, repairs</td><td></td></tr> <tr><td>c. Land (if acquired separately)</td><td></td></tr> <tr><td>d. Refinance (incl. debts to be paid off)</td><td></td></tr> <tr><td>e. Estimated prepaid items</td><td></td></tr> <tr><td>f. Estimated closing costs</td><td></td></tr> <tr><td>g. PMI, MIP, Funding Fee</td><td></td></tr> <tr><td>h. Discount (if Borrower will pay)</td><td></td></tr> <tr><td>i. Total costs (add items a through h)</td><td></td></tr> <tr><td>j. Subordinate financing</td><td></td></tr> <tr><td>k. Borrower's closing costs paid by Seller</td><td></td></tr> <tr><td>l. Other Credits (explain)</td><td></td></tr> <tr><td>m. Loan amount (exclude PMI, MIP, Funding Fee financed)</td><td></td></tr> <tr><td>n. PMI, MIP, Funding Fee financed</td><td></td></tr> <tr><td>o. 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IX. ACKNOWLEDGEMENT AND AGREEMENT
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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 in this application; (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 in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the loan is 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 closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors, or assigns 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 written signature.

**Acknowledgement.** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

**Right to Receive Copy of Appraisal** I/We have the right to a copy of the appraisal report used in connection with this application for credit. To obtain a copy, I/we must send Creditor a written request at the mailing address Creditor has provided. Creditor must hear from us no later than 90 days after Creditor notifies me/us about the action taken on this application, or I/we withdraw this application.

If you would like a copy of the appraisal report, contact: **Lenderline 23 Corporate Plaza, Suite 150 Newport Beach, CA 92660**

Borrower's Signature	Date	Co-Borrower's Signature	Date
<b>X</b>		<b>X</b>	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES
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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 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 not discriminate either on the basis of this information, or 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 and surname if you have made this application in person. 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> <input type="checkbox"/> I do not wish to furnish this information	<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b> <input type="checkbox"/> American Indian or Alaska 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	<b>Race:</b> <input type="checkbox"/> American Indian or Alaska 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
<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male

**To be Completed by Loan Originator:**  
 This information was provided:  
 In a face-to-face interview  By the applicant and submitted by fax or mail  
 In a telephone interview  By the applicant and submitted via e-mail or the internet

Loan Originator's Signature	Date	
<b>X</b>		
Loan Originator's Name (print or type)	Loan Originator Identifier	Loan Originator's Phone Number (including area code)
Loan Origination Company's Name	Loan Origination Company Identifier	Loan Origination Company's Address
<b>Lenderline</b> <b>(P) 888-661-7888 (F) 949-272-0167</b>	<b>463086</b>	<b>23 Corporate Plaza, Suite 150</b> <b>Newport Beach, CA 92660</b>

# CONTRACTOR BID EXAMPLE

Work Proposal Sales Contract		Fix-it-Up General Contracting, Inc		
		I. R. Fixitup, President 1234 Business Address, Home Town, IL 12345 P: 555-555-5555 / F: 555-555-5554 / mrfix@fixitup.biz / www.fixitup.biz		
Bid Date:	January 1, 2010	Project Start Date:	Start Date... <i>must</i> begin within 30-days of loan closing	
Project Address	777 Lucky Lane	Completion Date:	Completion Date... <i>must</i> occur 6-months after loan closing, or sooner.	
Client Name	B. A. Homeowner	<b>Required</b>		
The undersigned contractor agrees to furnish the following materials, improvements, labor, and/or services				
Detailed Description / Scope of Work	Material Cost	Labor Cost	Total	
<b>Oak .75" Harwood Flooring, 1st Floor (exclude 1/2 bath)</b> 1,200 sq.ft. @ \$4.95/sq. (less: 10% materials discount) *Pre-fin. Bruce (Butterscotch) strip / 15lb asphalt subfloor covering	\$ 5,346.00	\$ 4,800.00	\$ 10,146.00	
<b>Remove and replace stairway carpeting</b> 5 yds carpeting and pad @ \$37.50/yd * med density stainmaster carpet / frothed foam 7/16" padding	\$ 187.50	\$ 375.00	\$ 562.50	
<b>Replace missing vanity (1/2 bath - 1st floor)</b> Oak vanity, light marble vanity top, brushed nickel finish faucet *Includes all water inlet and discharge materials and hookup	\$ 499.00	\$ 250.00	\$ 749.00	
<b>Replace missing toilet (1/2 bath - 1st floor)</b> Kohler 2-pc toilet and seat *Includes hookup, wax ring, and inlet connections	\$ 379.00	\$ 150.00	\$ 529.00	
<b>Repair and Refinish Kitchen Cabinets</b> Remove, strip, recondition, stain and seal 21 cabinet doors and reveals *Includes all materials		\$ 2,500.00	\$ 2,500.00	
<b>Carpet 2nd floor foyer and 3 bedrooms</b> 80/yds carpeting and pad @ \$37.50/yd *med density stainmaster carpet / frothed foam 7/16" padding	\$ 3,000.00	\$ 500.00	\$ 3,500.00	
	\$ 9,411.50	\$ 8,575.00	\$ 17,986.50	
Permits	Bid must reference permits and fees. If permits are not required, the bid must state "No Permits Required"		\$ 1,000.00	
Dumpster / Removal Fees			\$ 1,500.00	
<b>TOTAL</b>			\$ 20,486.50	