

Borrowers' Certification and Authorization

CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a mortgage loan through **Gotham Capital Mortgage Corp.**_____. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that **Gotham Capital Mortgage Corp.**_____ reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan through **Gotham Capital Mortgage Corp.**_____. As part of the application process, **Gotham Capital Mortgage Corp.**_____ and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to **Gotham Capital Mortgage Corp.**_____ and to any investor to whom **Gotham Capital Mortgage Corp.**_____ may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. **Gotham Capital Mortgage Corp.**_____ or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower Signature _____

Co-Borrower Signature _____

SSN: _____ Date: _____

SSN: _____ Date: _____

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 Gotham Capital Mortgage Corp. 60 East 42nd Street, Suite 2508 New York, NY 10165 TEL: 212-366-0372 FAX: 212-366-0373	
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

EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO:

PROPERTY ADDRESS:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

PRE-APPLICATION DISCLOSURE AND FEE AGREEMENT

Company Name : Gotham Capital Mortgage Corp.

Company Address : 60 East 42nd Street, Suite 2508
New York, NY 10165

Telephone : 212-366-0372

Fax : 212-366-0373

Registered Mortgage Broker, NYS Banking Department, Loans Arranged with 3rd Party Lenders

In the following disclosure, I=applicant; you=mortgage broker.

You have advised me that you are authorized and prepared to assist me in securing financing. I understand that your services may include, but are not limited to the following:

- . Counseling on available mortgage products;
- . Counseling on general mortgage qualification procedures and requirements;
- . Counseling on my financial capabilities;
- . Assistance in obtaining information required to complete the mortgage application.
- . Assistance in processing the loan application, and in meeting conditions of the loan commitment, such as

I hereby agree to engage you for the purpose of advising me about financing and to provide the services described above. This agreement will continue until the earlier of the declination of my loan request(s), the closing of my loan or my termination of your services.

I acknowledge that prior to paying any fees or completing any application(s), I was advised of the following:

- . Your services are advisory and administrative in nature;
- . You are not authorized to make mortgage loans or commitments;
- . You cannot guarantee acceptance into any particular loan program or specific loan terms or conditions;
- . You may be eligible to receive a lender-paid bonus (cash or non-cash) if my loan is placed with a particular lender, and you will notify me if this occurs.

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Initial _____

Initial _____

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BROKER FEE:

I understand that, as compensation for your services, you will be paid as checked below:

_____ The lender will pay you a fee of _____ % of the loan amount or \$_____. The compensation you will receive from the lender for your services is included in the rate, points, fees and terms of the loan as quoted by the lender in its commitment. The maximum points paid, including premium pricing payable by the lender to you, shall not exceed _____ points.

_____ The fee the lender will pay you is not known at this time but will be disclosed to me at the time of lock-in or when the rate is set. The maximum points paid, including premium pricing payable by the lender to you, shall not exceed _____ points.

_____ I will pay you, from the loan proceeds, a fee of _____ % of the loan amount or \$_____. I authorize the lenders attorney to collect this fee from me at closing.

_____ I will pay you, directly, upon my signed acceptance of a commitment, _____ or at closing _____, a fee of _____ % of the loan amount or \$_____

MORTGAGE BROKER FEE ACKNOWLEDGEMENT:

I acknowledge that this mortgage broker fee will be paid to you. I further acknowledge that there is no other mortgage broker fee agreement between us.

I understand that I am required to pay the following fees at application:

- . Application fee \$ _____
- . Property appraisal fee * \$ _____
- . Credit report fee * \$ _____

* The property appraisal fee and the credit report fee are estimates of the actual cost of the services. Should the actual costs exceed the estimate, I understand that I will be billed and will pay the shortfall at or prior to closing.

Initial _____

Initial _____

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- . The application fee is refundable if

- . The credit report and appraisal fees are non-refundable except that amounts collected in excess of the actual cost will be refunded. If the credit report and appraisal have not been done, the fees will be refunded in full.

- .

- .

PROCESSING FEE:

Processing Fee \$ _____

PREPAYMENT PENALTIES:

I understand that certain mortgage products impose a prepayment penalty on the borrower. You will disclose the amount of, or the formula for calculating, the prepayment penalty, and the terms of the prepayment penalty, if any, as soon as you know them.

APPLICATION QUESTIONS:

I understand that I may address question or comments about my application to _____ at _____ .

If I live more than 50 miles from the office at which my file is being processed, I may call you at 1-_____ or if unavailable, I may call you collect.

** Applicant _____ Date _____

** Applicant _____ Date _____

** Do not sign this form if spaces are left blank.

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DESIGNATED LENDERS:

I understand that you place loans primarily with three or fewer lenders as designated below:

- 1.
- 2.
- 3.

PRIVATE LENDERS:

This loan will be placed with a private lender that is neither an exempt organization nor licensed pursuant Article 12-D of the Banking Law. Therefore, certain consumer protections and lender disclosures required by New York Law and Regulations do not apply to the loan. A balloon mortgage placed with a private lender need not have a term of at least three (3) years.

DIVISION OF FEES:

The fees received by you are being divided between you and _____ . You shall receive a fee of \$_____ or a good faith estimate of \$_____ and _____ shall receive a fee of \$_____ or a good faith estimate of \$_____ .

By signing below, I acknowledge receipt of a copy of this pre-application disclosure and fee agreement.

** Applicant _____

Date _____

** Applicant _____

Date _____

** Do not sign this form if spaces are left blank.