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Date: November 13, 2009

To: All Clients and Friends

From: Cliff Bernstein

Re: 2010 HUD-1: New RESPA Rule Overview

**NEW JERSEY
TITLE ALERT**

2010 HUD-1: New RESPA Rule Overview

Fidelity National Title Group has created a document to help explain the new RESPA regulations related to the HUD-1. The document is attached. We hope you find this helpful.

We will continue to inform you of resources as we learn of them.

This bulletin is sent courtesy CB Title Group, LLC and Fidelity National Title Group. This article is for informational purposes only and is not intended to provide legal advice, but rather to provide insight into legal developments and issues that may be useful to our clients and friends. In no circumstance is this article intended to be a full treatment of the above subject matter. Reader is advised to obtain additional information as noted.

Nov. 5, 2009

FIDELITY NATIONAL TITLE GROUP

CHICAGO TITLE INSURANCE COMPANY (CTI)
FIDELITY NATIONAL TITLE INSURANCE COMPANY (FNT)
TICOR TITLE INSURANCE COMPANY (TTI)

NOTICE TO CUSTOMERS

New RESPA Rule

I. Summary. HUD has published revised RESPA regulations, effective in 2010, which will affect closing or settlements practices.

II. Overview. The **Real Estate Settlement Procedures Act** [or "RESPA"], 12 U.S.C. §§2601 *et seq.*, governs one-to-four family residential real estate closing procedures where financing is provided by an institutional lender in connection with a purchase or refinance or a subordinate mortgage. The statute has been supplemented by a comprehensive series of administrative regulations, known as **Reg. X**. The Department of Housing and Urban Development ["HUD"] is charged with promulgating administrative regulations which supplement the statute. HUD is also responsible for enforcement of RESPA and its regulations. Failure to comply with the statute or regulations may subject one to civil or criminal fines or other penalties.

RESPA regulations require lenders to prepare and distribute to borrowers prior to closing a **Good Faith Estimate** ["GFE"] of costs anticipated to be incurred in connection with the transaction. 12 U.S.C. §2604; **Reg. X, §3500.7**. RESPA also requires the use of the **HUD-1 Uniform Settlement Statement** (the so-called "RESPA Statement") for closings covered by the Act. Thus, the HUD-1 form or HUD-1A form (for refinance and other non-purchase transactions) is required in most residential real estate sales transactions. The HUD-1 is **not** required, however, in the case of commercial transactions; where there is no mortgage financing; where only private financing (such as a mortgage "taken back" by the seller) is involved; or in certain other instances. 12 U.S.C. §2603; **Reg. X, §3500.8**.

Earlier this year, HUD published an extensive set of revised regulations (collectively known as the new **RESPA Final Rule**), most of which pertain to the use of the GFE and HUD-1 and 1A forms. HUD has supplemented the Rule with a series of Frequently Asked Questions [FAQs]. Under the Rule, additional disclosures must be made to borrowers through the GFE, so a revised GFE form has been created. Because the information contained in the HUD-1 and 1A forms must be consistent with the revised GFE, the HUD-1 and 1A have been revised as well. **It is the lender's responsibility to prepare the GFE and to provide the settlement agent with the information needed to complete the HUD-1 or 1A so that it conforms with the GFE.**

Among the changes introduced by the Final Rule is the concept of **tolerances**, or variations between the anticipated charges for certain settlement services (as reflected on the GFE) and the actual costs of same (as shown on the HUD-1 or 1A.) In cases where the lender has identified a settlement service provider in the GFE, the Rule places a limitation on the amount the price quoted in the GFE may vary from the actual cost shown on the HUD-1 or 1A.

Although the RESPA Final Rule goes into effect on January 1, 2010, lenders may choose to use the revised GFE form during 2009. If this occurs, the revised HUD-1 or 1A form must be completed, so that the HUD-1 or 1A conforms with the GFE.

III. Closing Practices. In South Jersey, the settlement agent is typically the title company; in North Jersey, it is the attorney representing the purchaser or borrower. In either case, the settlement agent should make every effort to comply with the RESPA Final Rule and other applicable RESPA regulations when conducting the settlement and completing the HUD-1 or 1A form. From the standpoint of HUD, the primary task of the settlement agent is to ensure that the **HUD-1 or 1A reflects a complete and accurate summary of the transaction.** As noted above, the HUD-1 or 1A is expected to conform with the GFE. Every effort should be made to comply with this principle. Nevertheless, in a case where it is **not** possible to do so, **it is more important that the HUD-1 or 1A is complete and accurate**, than that it conforms with the GFE.

For example, assume the lender has identified a particular title company as a settlement service provider in the GFE, but has erroneously under-quoted the premium. In order to avoid a violation of the tolerance rule (discussed in ¶ II above), the lender may request the title company to reduce the premium charged and reflect the lower amount on the HUD-1. However, reducing the premium is a violation of the Title Insurance Act, so the title company may not comply with the lender's request. This example illustrates the principle that **RESPA does not supersede local laws where the same impose greater restrictions on the parties to the transaction.**

Attached to this bulletin are the following exhibits, which are intended to assist you in complying with the Final Rule and the completing the revised HUD-1 and 1A forms:

- A. Revised GFE
- B. Revised HUD -1
- C. Revised HUD-1A
- D. HUD's Instructions for completing the HUD-1 and 1A forms
- E. Sample Forms

Note that the title insurance premium and related expenses are to be entered in the 1100 ("Title Charges") portion of the HUD-1. Please consult the exhibits listed above (especially Exhibit E) for more information regarding the completion of this section of the form.



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan					
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name & Address of Borrower:		E. Name & Address of Seller:		F. Name & Address of Lender:	
G. Property Location:		H. Settlement Agent:		I. Settlement Date:	
		Place of Settlement:			

J. Summary of Borrower's Transaction	K. Summary of Seller's Transaction
100. Gross Amount Due from Borrower 101. Contract sales price 102. Personal property 103. Settlement charges to borrower (line 1400) 104. 105. Adjustment for items paid by seller in advance 106. City/town taxes to 107. County taxes to 108. Assessments to 109. 110. 111. 112. 120. Gross Amount Due from Borrower 200. Amounts Paid by or in Behalf of Borrower 201. Deposit or earnest money 202. Principal amount of new loan(s) 203. Existing loan(s) taken subject to 204. 205. 206. 207. 208. 209. Adjustments for items unpaid by seller 210. City/town taxes to 211. County taxes to 212. Assessments to 213. 214. 215. 216. 217. 218. 219. 220. Total Paid by/for Borrower 300. Cash at Settlement from/to Borrower 301. Gross amount due from borrower (line 120) 302. Less amounts paid by/for borrower (line 220) () 303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower	400. Gross Amount Due to Seller 401. Contract sales price 402. Personal property 403. 404. 405. Adjustments for items paid by seller in advance 406. City/town taxes to 407. County taxes to 408. Assessments to 409. 410. 411. 412. 420. Gross Amount Due to Seller 500. Reductions in Amount Due to Seller 501. Excess deposit (see instructions) 502. Settlement charges to seller (line 1400) 503. Existing loan(s) taken subject to 504. Payoff of first mortgage loan 505. Payoff of second mortgage loan 506. 507. 508. 509. Adjustments for items unpaid by seller 510. City/town taxes to 511. County taxes to 512. Assessments to 513. 514. 515. 516. 517. 518. 519. 520. Total Reduction Amount Due Seller 600. Cash at Settlement to/from Seller 601. Gross amount due to seller (line 420) 602. Less reductions in amount due seller (line 520) () 603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges							
700. Total Real Estate Broker Fees							
Division of commission (line 700) as follows:							
701. \$		to				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
702. \$		to					
703. Commission paid at settlement							
704.							
800. Items Payable in Connection with Loan							
801. Our origination charge	\$		(from GFE #1)				
802. Your credit or charge (points) for the specific interest rate chosen	\$		(from GFE #2)				
803. Your adjusted origination charges			(from GFE #4)				
804. Appraisal fee to			(from GFE #3)				
805. Credit report to			(from GFE #3)				
806. Tax service to			(from GFE #3)				
807. Flood certification			(from GFE #3)				
808.							
900. Items Required by Lender to Be Paid in Advance							
901. Daily interest charges from	to	@ \$	/day	(from GFE #10)			
902. Mortgage insurance premium	for	months to		(from GFE #3)			
903. Homeowner's insurance	for	years to		(from GFE #11)			
904.							
1000. Reserves Deposited with Lender							
1001. Initial deposit for your escrow account			(from GFE #9)				
1002. Homeowner's insurance	months @ \$	per month	\$				
1003. Mortgage insurance	months @ \$	per month	\$				
1004. Property taxes	months @ \$	per month	\$				
1005.	months @ \$	per month	\$				
1006.	months @ \$	per month	\$				
1007. Aggregate Adjustment			-\$				
1100. Title Charges							
1101. Title services and lender's title insurance			(from GFE #4)				
1102. Settlement or closing fee	\$						
1103. Owner's title insurance			(from GFE #5)				
1104. Lender's title insurance	\$						
1105. Lender's title policy limit	\$						
1106. Owner's title policy limit	\$						
1107. Agent's portion of the total title insurance premium	\$						
1108. Underwriter's portion of the total title insurance premium	\$						
1200. Government Recording and Transfer Charges							
1201. Government recording charges			(from GFE #7)				
1202. Deed \$	Mortgage \$	Releases \$					
1203. Transfer taxes			(from GFE #8)				
1204. City/County tax/stamps	Deed \$	Mortgage \$					
1205. State tax/stamps	Deed \$	Mortgage \$					
1206.							
1300. Additional Settlement Charges							
1301. Required services that you can shop for			(from GFE #6)				
1302.	\$						
1303.	\$						
1304.							
1305.							
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)							

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
Our origination charge	HUD-1 Line Number # 801		
Your credit or charge (points) for the specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer taxes	#1203		

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201		
	#		
	#		
	#		
	#		
	#		
	#		
	#		
	#		
	#		
	Total		
Increase between GFE and HUD-1 Charges		\$	or %

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001		
Daily interest charges	# 901 \$ /day		
Homeowner's insurance	# 903		
	#		
	#		
	#		

Loan Terms

Your initial loan amount is	\$
Your loan term is	years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$ This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood Insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.



Settlement Statement (HUD-1A) Optional Form for Transactions without Sellers

OMB Approval No. 2502-0265

Name and Address of Borrower:	Name and Address of Lender:
Property Location: (if different from above)	Settlement Agent:
	Place of Settlement:
Loan Number:	Settlement Date:

L. Settlement Charges				M. Disbursements to Others	
800. Items Payable in Connection with Loan				1501	
901. Our origination charge	(from GFE #1)	\$			
902. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)	\$			1502.
903. Your adjusted origination charges	(from GFE #4)				
904. Appraisal fee to	(from GFE #3)				1503.
905. Credit report to	(from GFE #3)				
906. Tax service to	(from GFE #5)				1504.
907. Flood certification	(from GFE #3)				
908.					1505.
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from	to	@ \$	per day	(from GFE #10)	1506.
902. Mortgage insurance premium	for	months to		(from GFE #9)	
903. Homeowner's insurance	for	years to		(from GFE #11)	1507.
904.					
1000. Reserves Deposited with Lender				1508	
1001. Initial deposit for your escrow account	(from GFE #9)				
1002. Homeowner's insurance	months @ \$	per month	\$		1509.
1003. Mortgage insurance	months @ \$	per month	\$		
1004. Property taxes	months @ \$	per month	\$		1510.
1005.	months @ \$	per month	\$		
1006.	months @ \$	per month	\$		1511.
1007. Aggregate Adjustment			-\$		
1100. Title Charges				1512.	
1101. Title services and lender's title insurance	(from GFE #4)				
1102. Settlement or closing fee					1513.
1103. Owner's title insurance	(from GFE #5)				
1104. Lender's title insurance	\$				1514.
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$					1515.
1107. Agent's portion of the total title insurance premium	\$				
1108. Underwriter's portion of the total title insurance premium	\$				1520. Total Disbursed (enter on line 1603)
1200. Government Recording and Transfer Charges					
1201. Government recording charges	(from GFE #7)				
1202. Deed \$	Mortgage \$	Release \$			M. Net Settlement
1203. Transfer taxes			(from GFE #8)		1600. Loan Amount
1204. City/County tax/stamps	Deed \$	Mortgage \$			1601. Plus Cash/Check from Borrower
1205. State tax/stamps	Deed \$	Mortgage \$			1602. Minus Total Settlement Charges (line 1400)
1206.					\$
1300. Additional Settlement Charges				1603. Minus Total Disbursements to Others (line 1520)	
1301. Required services that you can shop for	(from GFE #6)				1604. Equals Total Disbursements to Borrower (after expiration of any applicable rescission period required by law)
1302.	\$				\$
1303.	\$				
1304.					
1305.					
1400. Total Settlement Charges (enter on line 1602, Section N)					

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
Our origination charge	HUD-1 Line Number # 801		
Your credit or charge (points) for the specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer taxes	#1203		

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201		
	#		
	#		
	#		
	#		
	#		
	#		
	#		
Total			
Increase between GFE and HUD-1 Charges		\$	or %

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001		
Daily interest charges	# 901 \$ /day		
Homeowner's insurance	# 903		
	#		
	#		
	#		

Loan Terms

Your initial loan amount is	\$
Your loan term is	years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % The first change will be on and can change again every after Every change date, your interest rate can increase or decrease by % Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.



Good Faith Estimate (GFE)

OMB Approval No. 2502-0265

Name of Originator	Borrower
Originator Address	Property Address
Originator Phone Number	
Originator Email	Date of GFE

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-in-Lending Disclosures*, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through . After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
2. This estimate for all other settlement charges is available through .
3. After you lock your interest rate, you must go to settlement within days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least days before settlement.

Summary of your loan

Your initial loan amount is	\$
Your loan term is	years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ per month
Can your interest rate rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of %. The first change will be in
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$.

Do we require you to have an escrow account for your loan?

☐ No, you do not have an escrow account. You must pay these charges directly when due.

☐ Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2)	\$
B	Your Charges for All Other Settlement Services (See page 2)	\$
A + B	Total Estimated Settlement Charges	\$

Good Faith Estimate (HUD-GFE) 1

Understanding
your estimated
settlement charges

Some of these charges
can change at settlement.
See the top of page 3 for
more information.

Your Adjusted Origination Charges									
1. Our origination charge This charge is for getting this loan for you.									
2. Your credit or charge (points) for the specific interest rate chosen <input type="checkbox"/> The credit or charge for the interest rate of <input type="text"/> % is included in "Our origination charge." (See item 1 above.) <input type="checkbox"/> You receive a credit of \$ <input type="text"/> for this interest rate of <input type="text"/> %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ <input type="text"/> for this interest rate of <input type="text"/> %. This charge (points) increases your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.									
A	Your Adjusted Origination Charges \$ <input type="text"/>								
Your Charges for All Other Settlement Services									
3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Service	Charge							
Service	Charge								
4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.									
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.									
6. Required services that you can shop for These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Service	Charge							
Service	Charge								
7. Government recording charges These charges are for state and local fees to record your loan and title documents.									
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.									
9. Initial deposit for your escrow account This charge is held in an escrow account to pay future recurring charges on your property and includes <input type="checkbox"/> all property taxes, <input type="checkbox"/> all insurance, and <input type="checkbox"/> other <input type="text"/> .									
10. Daily interest charges This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ <input type="text"/> per day for <input type="text"/> days (if your settlement is <input type="text"/>).									
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1"> <thead> <tr> <th>Policy</th> <th>Charge</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Policy	Charge							
Policy	Charge								
B	Your Charges for All Other Settlement Services \$ <input type="text"/>								
A + B	Total Estimated Settlement Charges \$ <input type="text"/>								



Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
<ul style="list-style-type: none"> Our origination charge Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate) Your adjusted origination charges (after you lock in your interest rate) Transfer taxes 	<ul style="list-style-type: none"> Required services that we select Title services and lender's title insurance (if we select them or you use companies we identify) Owner's title insurance (if you use companies we identify) Required services that you can shop for (if you use companies we identify) Government recording charges 	<ul style="list-style-type: none"> Required services that you can shop for (if you do not use companies we identify) Title services and lender's title insurance (if you do not use companies we identify) Owner's title insurance (if you do not use companies we identify) Initial deposit for your escrow account Daily interest charges Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate**.
- If you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges**.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$	\$	\$
Your initial interest rate ¹	%	%	%
Your initial monthly amount owed	\$	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$	\$	\$

¹ For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name				
Initial loan amount				
Loan term				
Initial interest rate				
Initial monthly amount owed				
Rate lock period				
Can interest rate rise?				
Can loan balance rise?				
Can monthly amount owed rise?				
Prepayment penalty?				
Ballon payment?				
Total Estimated Settlement Charges				

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.



Good Faith Estimate (HUD-GFE) 3

**APPENDIX A TO PART 3500 – INSTRUCTIONS FOR COMPLETING
HUD-1 AND HUD-1A SETTLEMENT STATEMENTS;
SAMPLE HUD-1 AND HUD-1A STATEMENTS**

The following are instructions for completing the HUD-1 settlement statement, required under section 4 of RESPA and 24 CFR part 3500 (Regulation X) of the Department of Housing and Urban Development regulations. This form is to be used as a statement of actual charges and adjustments paid by the borrower and the seller, to be given to the parties in connection with the settlement. The instructions for completion of the HUD-1 are primarily for the benefit of the settlement agents who prepare the statements and need not be transmitted to the parties as an integral part of the HUD-1. There is no objection to the use of the HUD-1 in transactions in which its use is not legally required. Refer to the definitions section of HUD's regulations (24 CFR 3500.2) for specific definitions of many of the terms that are used in these instructions.

General Instructions

Information and amounts may be filled in by typewriter, hand printing, computer printing, or any other method producing clear and legible results. Refer to HUD's regulations (Regulation X) regarding rules applicable to reproduction of the HUD-1 for the purpose of including customary recitals and information used locally in settlements; for example, a breakdown of payoff figures, a breakdown of the Borrower's total monthly mortgage payments, check disbursements, a statement indicating receipt of funds, applicable special stipulations between Borrower and Seller, and the date funds are transferred.

The settlement agent shall complete the HUD-1 to itemize all charges imposed upon the Borrower and the Seller by the loan originator and all sales commissions, whether to be paid at settlement or outside of settlement, and any other charges which either the Borrower or the Seller will pay at settlement. Charges for loan origination and title services should not be itemized except as provided in these instructions. For each separately identified settlement service in connection with the transaction, the name of the person ultimately receiving the payment must be shown together with the total amount paid to such person. Items paid to and retained by a loan originator are disclosed as required in the instructions for lines in the 800-series of the HUD-1 (and for per diem interest, in the 900-series of the HUD-1).

As a general rule, charges that are paid for by the seller must be shown in the seller's column on page 2 of the HUD-1 (unless paid outside closing), and charges that are paid for by the borrower must be shown in the borrower's column (unless paid outside closing). However, in order to promote comparability between the charges on the GFE and the charges on the HUD-1, if a seller pays for a charge that was included on the GFE, the charge should be listed in the borrower's column on page 2 of the HUD-1. That charge should also be offset by listing a credit in that amount to the borrower on lines 204-209 on page 1 of the HUD-1, and by a charge to the seller in lines 506-509 on page 1 of the HUD-1. If a loan originator (other than for no-cost loans), real estate agent, other settlement service provider, or other person pays for a charge that was included on the GFE, the charge should be listed in the borrower's column on page 2 of the HUD-1, with

an offsetting credit reported on page 1 of the HUD-1, identifying the party paying the charge.

Charges paid outside of settlement by the borrower, seller, loan originator, real estate agent, or any other person, must be included on the HUD-1 but marked "P.O.C." for "Paid Outside of Closing" (settlement) and must not be included in computing totals. However, indirect payments from a lender to a mortgage broker may not be disclosed as P.O.C., and must be included as a credit on Line 802. P.O.C. items must not be placed in the Borrower or Seller columns, but rather on the appropriate line outside the columns. The settlement agent must indicate whether P.O.C. items are paid for by the Borrower, Seller, or some other party by marking the items paid for by whoever made the payment as "P.O.C." with the party making the payment identified in parentheses, such as "P.O.C. (borrower)" or "P.O.C. (seller)".

In the case of "no cost" loans where "no cost" encompasses third party fees as well as the upfront payment to the loan originator, the third party services covered by the "no cost" provisions must be itemized and listed in the borrower's column on the HUD-1/1A with the charge for the third party service. These itemized charges must be offset with a negative adjusted origination charge on Line 803 and recorded in the columns.

Blank lines are provided in section L for any additional settlement charges. Blank lines are also provided for additional insertions in sections J and K. The names of the recipients of the settlement charges in section L and the names of the recipients of adjustments described in section J or K should be included on the blank lines.

Lines and columns in section J which relate to the Borrower's transaction may be left blank on the copy of the HUD-1 which will be furnished to the Seller. Lines and columns in section K which relate to the Seller's transaction may be left blank on the copy of the HUD-1 which will be furnished to the Borrower.

Line Item Instructions

Instructions for completing the individual items on the HUD-1 follow.

Section A. This section requires no entry of information.

Section B. Check appropriate loan type and complete the remaining items as applicable.

Section C. This section provides a notice regarding settlement costs and requires no additional entry of information.

Sections D and E. Fill in the names and current mailing addresses and zip codes of the Borrower and the Seller. Where there is more than one Borrower or Seller, the name and address of each one is required. Use a supplementary page if needed to list multiple Borrowers or Sellers.

Section F. Fill in the name, current mailing address and zip code of the Lender.

Section G. The street address of the property being sold should be listed. If there is no street address, a brief legal description or other location of the property should be inserted. In all cases give the zip code of the property.

Section H. Fill in name, address, zip code and telephone number of settlement agent, and address and zip code of "place of settlement."

Section I. Fill in date of settlement.

Section J. Summary of Borrower's Transaction. Line 101 is for the contract sales price of the property being sold, excluding the price of any items of tangible personal property if Borrower and Seller have agreed to a separate price for such items.

Line 102 is for the sales price of any items of tangible personal property excluded from Line 101. Personal property could include such items as carpets, drapes, stoves, refrigerators, etc. What constitutes personal property varies from state to state. Manufactured homes are not considered personal property for this purpose.

Line 103 is used to record the total charges to Borrower detailed in Section L and totaled on Line 1400.

Lines 104 and 105 are for additional amounts owed by the Borrower, such as charges that were not listed on the GFE or items paid by the Seller prior to settlement but reimbursed by the Borrower at settlement. For example, the balance in the Seller's reserve account held in connection with an existing loan, if assigned to the Borrower in a loan assumption case, will be entered here. These lines will also be used when a tenant in the property being sold has not yet paid the rent, which the Borrower will collect, for a period of time prior to the settlement. The lines will also be used to indicate the treatment for any tenant security deposit. The Seller will be credited on Lines 404-405.

Lines 106 through 112 are for items which the Seller had paid in advance, and for which the Borrower must therefore reimburse the Seller. Examples of items for which adjustments will be made may include taxes and assessments paid in advance for an entire year or other period, when settlement occurs prior to the expiration of the year or other period for which they were paid. Additional examples include flood and hazard insurance premiums, if the Borrower is being substituted as an insured under the same policy; mortgage insurance in loan assumption cases; planned unit development or condominium association assessments paid in advance; fuel or other supplies on hand, purchased by the Seller, which the Borrower will use when Borrower takes possession of the property; and ground rent paid in advance.

Line 120 is for the total of Lines 101 through 112.

Line 201 is for any amount paid against the sales price prior to settlement.

Line 202 is for the amount of the new loan made by the Lender when a loan to finance construction of a new structure constructed for sale is used as or converted to a loan to finance purchase. Line 202 should also be used for the amount of the first user loan, when a loan to purchase a manufactured home for resale is converted to a loan to finance purchase by the first user. For other loans covered by 24 CFR part 3500 (Regulation X) which finance construction of a new structure or purchase of a manufactured home, list the sales price of the land on Line 104, the construction cost or purchase price of manufactured home on Line 105 (Line 101 would be left blank in this instance) and amount of the loan on Line 202. The remainder of the form should be completed taking into account adjustments and charges related to the temporary financing and permanent financing and which are known at the date of settlement.

Line 203 is used for cases in which the Borrower is assuming or taking title subject to an existing loan or lien on the property.

Lines 204-209 are used for other items paid by or on behalf of the Borrower. Lines 204-209 should be used to indicate any financing arrangements or other new loan not listed in Line 202. For example, if the Borrower is using a second mortgage or note to finance part of the purchase price, whether from the same lender, another lender or the

Seller, insert the principal amount of the loan with a brief explanation on Lines 204–209. Lines 204–209 should also be used where the Borrower receives a credit from the Seller for closing costs, including seller-paid GFE charges. They may also be used in cases in which a Seller (typically a builder) is making an “allowance” to the Borrower for items that the Borrower is to purchase separately.

Lines 210 through 219 are for items which have not yet been paid, and which the Borrower is expected to pay, but which are attributable in part to a period of time prior to the settlement. In jurisdictions in which taxes are paid late in the tax year, most cases will show the proration of taxes in these lines. Other examples include utilities used but not paid for by the Seller, rent collected in advance by the Seller from a tenant for a period extending beyond the settlement date, and interest on loan assumptions.

Line 220 is for the total of Lines 201 through 219.

Lines 301 and 302 are summary lines for the Borrower. Enter total in Line 120 on Line 301. Enter total in Line 220 on Line 302.

Line 303 must indicate either the cash required from the Borrower at settlement (the usual case in a purchase transaction), or cash payable to the Borrower at settlement (if, for example, the Borrower’s earnest money exceeds the Borrower’s cash obligations in the transaction or there is a cash-out refinance). Subtract Line 302 from Line 301 and enter the amount of cash due to or from the Borrower at settlement on Line 303. The appropriate box should be checked. If the Borrower’s earnest money is applied toward the charge for a settlement service, the amount so applied should not be included on Line 303 but instead should be shown on the appropriate line for the settlement service, marked “P.O.C. (Borrower)”, and must not be included in computing totals.

Section K. Summary of Seller’s Transaction. Instructions for the use of Lines 101 and 102 and 104–112 above, apply also to Lines 401–412. Line 420 is for the total of Lines 401 through 412.

Line 501 is used if the Seller’s real estate broker or other party who is not the settlement agent has received and holds a deposit against the sales price (earnest money) which exceeds the fee or commission owed to that party. If that party will render the excess deposit directly to the Seller, rather than through the settlement agent, the amount of excess deposit should be entered on Line 501 and the amount of the total deposit (including commissions) should be entered on Line 201.

Line 502 is used to record the total charges to the Seller detailed in section L and totaled on Line 1400.

Line 503 is used if the Borrower is assuming or taking title subject to existing liens which are to be deducted from sales price.

Lines 504 and 505 are used for the amounts (including any accrued interest) of any first and/or second loans which will be paid as part of the settlement.

Line 506 is used for deposits paid by the Borrower to the Seller or other party who is not the settlement agent. Enter the amount of the deposit in Line 201 on Line 506 unless Line 501 is used or the party who is not the settlement agent transfers all or part of the deposit to the settlement agent, in which case the settlement agent will note in parentheses on Line 507 the amount of the deposit that is being disbursed as proceeds and enter in the column for Line 506 the amount retained by the above-described party for

settlement services. If the settlement agent holds the deposit, insert a note in Line 507 which indicates that the deposit is being disbursed as proceeds.

Lines 506 through 509 may be used to list additional liens which must be paid off through the settlement to clear title to the property. Other Seller obligations should be shown on Lines 506–509, including charges that were disclosed on the GFE but that are actually being paid for by the Seller. These Lines may also be used to indicate funds to be held by the settlement agent for the payment of either repairs, or water, fuel, or other utility bills that cannot be prorated between the parties at settlement because the amounts used by the Seller prior to settlement are not yet known. Subsequent disclosure of the actual amount of these post-settlement items to be paid from settlement funds is optional. Any amounts entered on Lines 204–209 including Seller financing arrangements should also be entered on Lines 506–509.

Instructions for the use of Lines 510 through 519 are the same as those for Lines 210 to 219 above.

Line 520 is for the total of Lines 501 through 519.

Lines 601 and 602 are summary lines for the Seller. Enter the total in Line 420 on Line 610. Enter the total in Line 520 on Line 602.

Line 603 must indicate either the cash required to be paid to the Seller at settlement (the usual case in a purchase transaction), or the cash payable by the Seller at settlement. Subtract Line 602 from Line 601 and enter the amount of cash due to or from the Seller at settlement on Line 603. The appropriate box should be checked.

Section L. Settlement Charges.

Line 700 is used to enter the sales commission charged by the sales agent or real estate broker.

Lines 701–702 are to be used to state the split of the commission where the settlement agent disburses portions of the commission to two or more sales agents or real estate brokers.

Line 703 is used to enter the amount of sales commission disbursed at settlement. If the sales agent or real estate broker is retaining a part of the deposit against the sales price (earnest money) to apply towards the sales agent's or real estate broker's commission, include in Line 703 only that part of the commission being disbursed at settlement and insert a note on Line 704 indicating the amount the sales agent or real estate broker is retaining as a "P.O.C." item.

Line 704 may be used for additional charges made by the sales agent or real estate broker, or for a sales commission charged to the Borrower, which will be disbursed by the settlement agent.

Line 801 is used to record "Our origination charge," which includes all charges received by the loan originator, except any charge for the specific interest rate chosen (points). This number must not be listed in either the buyer's or seller's column. The amount shown in Line 801 must include any amounts received for origination services, including administrative and processing services, performed by or on behalf of the loan originator.

Line 802 is used to record "Your credit or charge (points) for the specific interest rate chosen," which states the charge or credit adjustment as applied to "Our origination

charge,” if applicable. This number must not be listed in either column or shown on page one of the HUD-1.

For a mortgage broker originating a loan in its own name, the amount shown on Line 802 will be the difference between the initial loan amount and the total payment to the mortgage broker from the lender. The total payment to the mortgage broker will be the sum of the price paid for the loan by the lender and any other payments to the mortgage broker from the lender, including any payments based on the loan amount or loan terms, and any flat rate payments. For a mortgage broker originating a loan in another entity’s name, the amount shown on Line 802 will be the sum of all payments to the mortgage broker from the lender, including any payments based on the loan amount or loan terms, and any flat rate payments.

In either case, when the amount paid to the mortgage broker exceeds the initial loan amount, there is a credit to the borrower and it is entered as a negative amount. When the initial loan amount exceeds the amount paid to the mortgage broker, there is a charge to the borrower and it is entered as a positive amount. For a lender, the amount shown on Line 802 may include any credit or charge (points) to the Borrower.

Line 803 is used to record “Your adjusted origination charges,” which states the net amount of the loan origination charges, the sum of the amounts shown in Lines 801 and 802. This amount must be listed in the columns as either a positive number (for example, where the origination charge shown in Line 801 exceeds any credit for the interest rate shown in Line 802 or where there is an origination charge in Line 801 and a charge for the interest rate (points) is shown on Line 802) or as a negative number (for example, where the credit for the interest rate shown in Line 802 exceeds the origination charges shown in Line 801).

In the case of “no cost” loans, where “no cost” refers only to the loan originator’s fees, the amounts shown in Lines 801 and 802 should offset, so that the charge shown on Line 803 is zero. Where “no cost” includes third party settlement services, the credit shown in Line 802 will more than offset the amount shown in Line 801. The amount shown in Line 803 will be a negative number to offset the settlement charges paid indirectly through the loan originator.

Lines 804-808 may be used to record each of the “Required services that we select.” Each settlement service provider must be identified by name and the amount paid recorded either inside the columns or as paid to the provider outside closing (“P.O.C.”), as described in the General Instructions.

Line 804 is used to record the appraisal fee.

Line 805 is used to record the fee for all credit reports.

Line 806 is used to record the fee for any tax service.

Line 807 is used to record any flood certification fee.

Lines 808 and additional sequentially numbered lines, as needed, are used to record other third party services required by the loan originator. These Lines may also be used to record other required disclosures from the loan originator. Any such disclosures must be listed outside the columns.

Lines 901–904. This series is used to record the items which the Lender requires to be paid at the time of settlement, but which are not necessarily paid to the lender (e.g., FHA mortgage insurance premium), other than reserves collected by the Lender and recorded in the 1000-series.

Line 901 is used if interest is collected at settlement for a part of a month or other period between settlement and the date from which interest will be collected with the first regular monthly payment. Enter that amount here and include the per diem charges. If such interest is not collected until the first regular monthly payment, no entry should be made on Line 901.

Line 902 is used for mortgage insurance premiums due and payable at settlement, including any monthly amounts due at settlement and any upfront mortgage insurance premium, but not including any reserves collected by the Lender and recorded in the 1000-series. If a lump sum mortgage insurance premium paid at settlement is included on Line 902, a note should indicate that the premium is for the life of the loan.

Line 903 is used for homeowner's insurance premiums that the Lender requires to be paid at the time of settlement, except reserves collected by the Lender and recorded in the 1000-series.

Lines 904 and additional sequentially numbered lines are used to list additional items required by the Lender (except for reserves collected by the Lender and recorded in the 1000-series), including premiums for flood or other insurance. These lines are also used to list amounts paid at settlement for insurance not required by the Lender.

Lines 1000-1007. This series is used for amounts collected by the Lender from the Borrower and held in an account for the future payment of the obligations listed as they fall due. Include the time period (number of months) and the monthly assessment. In many jurisdictions this is referred to as an "escrow", "impound", or "trust" account. In addition to the property taxes and insurance listed, some Lenders may require reserves for flood insurance, condominium owners' association assessments, etc. The amount in line 1001 must be listed in the columns, and the itemizations in lines 1002 through 1007 must be listed outside the columns.

After itemizing individual deposits in the 1000 series, the servicer shall make an adjustment based on aggregate accounting. This adjustment equals the difference between the deposit required under aggregate accounting and the sum of the itemized deposits. The computation steps for aggregate accounting are set out in 24 CFR § 3500.17(d). The adjustment will always be a negative number or zero (-0-), except for amounts due to rounding. The settlement agent shall enter the aggregate adjustment amount outside the columns on a final line of the 1000 series of the HUD-1 or HUD-1A statement. Appendix E to this part sets out an example of aggregate analysis.

Lines 1100-1108. This series covers title charges and charges by attorneys and closing or settlement agents. The title charges include a variety of services performed by title companies or others, and include fees directly related to the transfer of title (title examination, title search, document preparation), fees for title insurance, and fees for conducting the closing. The legal charges include fees for attorneys representing the lender, seller, or borrower, and any attorney preparing title work. The series also includes any settlement, notary, and delivery fees related to the services covered in this series. Disbursements to third parties must be broken out in the appropriate lines or in blank lines in the series, and amounts paid to these third parties must be shown outside of the columns if included in Line 1101. Charges not included in Line 1101 must be listed in the columns.

Line 1101 is used to record the total for the category of "Title services and lender's title insurance." This amount must be listed in the columns.

Line 1102 is used to record the settlement or closing fee.

Line 1103 is used to record the charges for the owner's title insurance and related endorsements. This amount must be listed in the columns.

Line 1104 is used to record the lender's title insurance premium and related endorsements.

Line 1105 is used to record the amount of the lender's title policy limit. This amount is recorded outside of the columns.

Line 1106 is used to record the amount of the owner's title policy limit. This amount is recorded outside of the columns.

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. This amount is recorded outside of the columns.

Line 1108 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. This amount is recorded outside of the columns.

Additional sequentially numbered lines in the 1100-series may be used to itemize title charges paid to other third parties, as identified by name and type of service provided.

Lines 1200-1206. This series covers government recording and transfer charges. Charges paid by the borrower must be listed in the columns as described for lines 1201 and 1203, with itemizations shown outside the columns. Any amounts that are charged to the seller and that were not included on the Good Faith Estimate must be listed in the columns.

Line 1201 is used to record the total "Government recording charges," and the amount must be listed in the columns.

Line 1202 is used to record, outside of the columns, the itemized recording charges.

Line 1203 is used to record the transfer taxes, and the amount must be listed in the columns.

Line 1204 is used to record, outside of the columns, the amounts for local transfer taxes and stamps.

Line 1205 is used to record, outside of the columns, the amounts for State transfer taxes and stamps.

Line 1206 and additional sequentially numbered lines may be used to record specific itemized third party charges for government recording and transfer services, but the amounts must be listed outside the columns.

Line 1301 and additional sequentially numbered lines must be used to record required services that the borrower can shop for, such as fees for survey, pest inspection, or other similar inspections. These lines may also be used to record additional itemized settlement charges that are not included in a specific category, such as fees for structural and environmental inspections; pre-sale inspections of heating, plumbing or electrical equipment; or insurance or warranty coverage. The amounts must be listed in either the borrower's or seller's column.

Line 1400 must state the total settlement charges as calculated by adding the amounts within each column. Page 3.

Comparison of Good Faith Estimate (GFE) and HUD-1/1A Charges

The comparison chart must be prepared using the exact information and amounts from the GFE and the actual settlement charges shown on the HUD-1/1A Settlement Statement. The comparison chart is comprised of three sections: “Charges That Cannot Increase”, “Charges That Cannot Increase More Than 10%”, and “Charges That Can Change”.

“Charges That Cannot Increase”. The amounts shown in Blocks 1 and 2, in Line A, and in Block 8 on the borrower’s GFE must be entered in the appropriate line in the Good Faith Estimate column. The amounts shown on Lines 801, 802, 803 and 1203 of the HUD-1/1A must be entered in the corresponding line in the HUD-1/1A column. The HUD-1/1A column must include any amounts shown on page 2 of the HUD-1 in the column as paid for by the borrower, plus any amounts that are shown as P.O.C. by or on behalf of the borrower. If there is a credit in Block 2 of the GFE or Line 802 of the HUD-1/1A, the credit should be entered as a negative number.

“Charges That Cannot Increase More Than 10%”. A description of each charge included in Blocks 3 and 7 on the borrower’s GFE must be entered on separate lines in this section, with the amount shown on the borrower’s GFE for each charge entered in the corresponding line in the Good Faith Estimate column. For each charge included in Blocks 4, 5 and 6 on the borrower’s GFE for which the loan originator selected the provider or for which the borrower selected a provider identified by the loan originator, a description must be entered on a separate line in this section, with the amount shown on the borrower’s GFE for each charge entered in the corresponding line in the Good Faith Estimate column. The loan originator must identify any third party settlement services for which the borrower selected a provider other than one identified by the loan originator so that the settlement agent can include those charges in the appropriate category. Additional lines may be added if necessary. The amounts shown on the HUD-1/1A for each line must be entered in the HUD-1/1A column next to the corresponding charge from the GFE, along with the appropriate HUD-1/1A line number. The HUD-1/1A column must include any amounts shown on page 2 of the HUD-1 in the column as paid for by the borrower, plus any amounts that are shown as P.O.C. by or on behalf of the borrower.

The amounts shown in the Good Faith Estimate and HUD-1/1A columns for this section must be separately totaled and entered in the designated line. If the total for the HUD-1/1A column is greater than the total for the Good Faith Estimate column, then the amount of the increase must be entered both as a dollar amount and as a percentage increase in the appropriate line.

“Charges That Can Change”. The amounts shown in Blocks 9, 10 and 11 on the borrower’s GFE must be entered in the appropriate line in the Good Faith Estimate column. Any third party settlement services for which the borrower selected a provider other than one identified by the loan originator must also be included in this section. The amounts shown on the HUD-1/1A for each charge in this section must be entered in the corresponding line in the HUD-1/1A column, along with the appropriate HUD-1/1A line number. The HUD-1/1A column must include any amounts shown on page 2 of the HUD-1 in the column as paid for by the borrower, plus any amounts that are shown as P.O.C. by or on behalf of the borrower. Additional lines may be added if necessary.

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.

INSTRUCTIONS FOR COMPLETING HUD-1A

Note: The HUD-1A is an optional form that may be used for refinancing and subordinate-lien federally related mortgage loans, as well as for any other one-party transaction that does not involve the transfer of title to residential real property. The HUD-1 form may also be used for such transactions, by utilizing the borrower's side of the HUD-1 and following the relevant parts of the instructions as set forth above. The use of either the HUD-1 or HUD-1A is not mandatory for open-end lines of credit (home-equity plans), as long as the provisions of Regulation Z are followed.

Background

The HUD-1A settlement statement is to be used as a statement of actual charges and adjustments to be given to the borrower at settlement, as defined in this part. The instructions for completion of the HUD-1A are for the benefit of the settlement agent who prepares the statement; the instructions are not a part of the statement and need not be transmitted to the borrower. There is no objection to using the HUD-1A in transactions in which it is not required, and its use in open-end lines of credit transactions (home-equity plans) is encouraged. It may not be used as a substitute for a HUD-1 in any transaction that has a seller.

Refer to the "definitions" section (§ 3500.2) of 24 CFR part 3500 (Regulation X) for specific definitions of terms used in these instructions.

General Instructions

Information and amounts may be filled in by typewriter, hand printing, computer printing, or any other method producing clear and legible results. Refer to 24 CFR § 3500.9 regarding rules for reproduction of the HUD-1A. Additional pages may be attached to the HUD-1A for the inclusion of customary recitals and information used locally for settlements or if there are insufficient lines on the HUD-1A. The settlement agent shall complete the HUD-1A in accordance with the instructions for the HUD-1 to the extent possible, including the instructions for disclosing items paid outside closing and for no cost loans.

Blank lines are provided in Section L for any additional settlement charges. Blank lines are also provided in Section M for recipients of all or portions of the loan proceeds. The names of the recipients of the settlement charges in Section L and the

names of the recipients of the loan proceeds in Section M should be set forth on the blank lines.

Line-Item Instructions Page 1

The identification information at the top of the HUD-1A should be completed as follows:

The borrower's name and address is entered in the space provided. If the property securing the loan is different from the borrower's address, the address or other location information on the property should be entered in the space provided. The loan number is the lender's identification number for the loan. The settlement date is the date of settlement in accordance with 24 CFR § 3500.2, not the end of any applicable rescission period. The name and address of the lender should be entered in the space provided.

Section L. Settlement Charges. This section of the HUD-1A is similar to Section L of the HUD-1, with minor changes or omissions, including deletion of lines 700 through 704, relating to real estate broker commissions. The instructions for Section L in the HUD-1, should be followed insofar as possible. Inapplicable charges should be ignored, as should any instructions regarding seller items.

Line 1400 in the HUD-1A is for the total settlement charges charged to the borrower. Enter this total on line 1601. This total should include Section L amounts from additional pages, if any are attached to this HUD-1A.

Section M. Disbursement to Others. This section is used to list payees, other than the borrower, of all or portions of the loan proceeds (including the lender, if the loan is paying off a prior loan made by the same lender), when the payee will be paid directly out of the settlement proceeds. It is not used to list payees of settlement charges, nor to list funds disbursed directly to the borrower, even if the lender knows the borrower's intended use of the funds.

For example, in a refinancing transaction, the loan proceeds are used to pay off an existing loan. The name of the lender for the loan being paid off and the pay-off balance would be entered in Section M. In a home improvement transaction when the proceeds are to be paid to the home improvement contractor, the name of the contractor and the amount paid to the contractor would be entered in Section M. In a consolidation loan, or when part of the loan proceeds is used to pay off other creditors, the name of each creditor and the amount paid to that creditor would be entered in Section M. If the proceeds are to be given directly to the borrower and the borrower will use the proceeds to pay off existing obligations, this would not be reflected in Section M.

Section N. Net Settlement. Line 1600 normally sets forth the principal amount of the loan as it appears on the related note for this loan. In the event this form is used for an open-ended home equity line whose approved amount is greater than the initial amount advanced at settlement, the amount shown on Line 1600 will be the loan amount advanced at settlement. Line 1601 is used for all settlement charges that both are included in the totals for lines 1400 and 1602, and are not financed as part of the principal amount of the loan. This is the amount normally received by the lender from the borrower at

settlement, which would occur when some or all of the settlement charges were paid in cash by the borrower at settlement, instead of being financed as part of the principal amount of the loan. Failure to include any such amount in line 1601 will result in an error in the amount calculated on line 1604. Items paid outside of closing (P.O.C.) should not be included in Line 1601.

Line 1602 is the total amount from line 1400.

Line 1603 is the total amount from line 1520.

Line 1604 is the amount disbursed to the borrower. This is determined by adding together the amounts for lines 1600 and 1601, and then subtracting any amounts listed on lines 1602 and 1603.

Page 2

This section of the HUD-1A is similar to page 3 of the HUD-1. The instructions for page 3 of the HUD-1, should be followed insofar as possible. The HUD-1/1A Column should include any amounts shown on page 1 of the HUD-1A in the column as paid for by the borrower, plus any amounts that are shown as P.O.C. by the borrower. Inapplicable charges should be ignored.

AVERAGE CHARGE CALCULATION WORKSHEET

Date of Calculation: _____

Company: _____

Geographic Area for Calculation: _____

Transaction Type: _____ Residential Loan/Refinance

_____ Residential Sale

1. The time period covered by this calculation began on _____ and continued through _____.
2. The total number of transactions covered by this time period was _____.
A list of the file numbers included in this total is attached.
3. The total amount of fees and charges for the recording of these files was \$ _____.
A copy of the invoices or other indication of such amounts is attached.
4. The average charge indicated by such data is computed as follows:

_____	divided by	_____	=	\$ _____
(Total Recording Expense)		(Total # of Files)		(Indicated Average Charge)

Computation Prepared by: _____

Re-Calculation Date: _____ (No more than 6 months)

Retention Period: _____ (No less than 3 years)



Good Faith Estimate (GFE)

Name of Originator	Loans R' Us
Originator Address	Paramus, NJ
Originator Phone Number	201 555-5555
Originator Email	loanguy@loansrus.com

Borrower	Bruce and Barbara Buyer
Property Address	12 Day Street Montclair, NJ
Date of GFE	10/1/09

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-in-Lending Disclosures*, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

- The interest rate for this GFE is available through **11/15/09**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
- This estimate for all other settlement charges is available through **11/15/09**.
- After you lock your interest rate, you must go to settlement within **10** days (your rate lock period) to receive the locked interest rate.
- You must lock the interest rate at least **5** days before settlement.

Summary of your loan

Your initial loan amount is	\$ 290,000.00
Your loan term is	30 years
Your initial interest rate is	5.1 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 1,900.00 per month
Can your interest rate rise?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 7.0%. The first change will be in 1 year.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ **825.00**.

Do we require you to have an escrow account for your loan?

☐ No, you do not have an escrow account. You must pay these charges directly when due.

☒ Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2.)	\$ 3,000.00
B	Your Charges for All Other Settlement Services (See page 2.)	\$ 9,885.00
A + B	Total Estimated Settlement Charges	\$ 12,885.00

Understanding your estimated settlement charges

Some of these charges
can change at settlement.
See the top of page 3 for
more information.

Your Adjusted Origination Charges												
1. Our origination charge This charge is for getting this loan for you.		1,000.00										
2. Your credit or charge (points) for the specific interest rate chosen <input type="checkbox"/> The credit or charge for the interest rate of <input type="text"/> % is included in "Our origination charge." (See item 1 above.) <input type="checkbox"/> You receive a credit of \$ <input type="text"/> for this interest rate of <input type="text"/> %. This credit reduces your settlement charges. <input checked="" type="checkbox"/> You pay a charge of \$ <input type="text"/> for this interest rate of <input type="text"/> %. This charge (points) increases your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.		2,000.00										
A	Your Adjusted Origination Charges	\$ 3,000.00										
Your Charges for All Other Settlement Services												
3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Credit Report</td> <td>50.00</td> </tr> <tr> <td>Appraisal</td> <td>400.00</td> </tr> <tr> <td>Tax Service</td> <td>120.00</td> </tr> <tr> <td>Flood Certificate</td> <td>25.00</td> </tr> </tbody> </table>		Service	Charge	Credit Report	50.00	Appraisal	400.00	Tax Service	120.00	Flood Certificate	25.00	545.00
Service	Charge											
Credit Report	50.00											
Appraisal	400.00											
Tax Service	120.00											
Flood Certificate	25.00											
4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.		950.00										
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.		1,400.00										
6. Required services that you can shop for These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Survey</td> <td>300.00</td> </tr> <tr> <td>Pest Inspection</td> <td>200.00</td> </tr> </tbody> </table>		Service	Charge	Survey	300.00	Pest Inspection	200.00	500.00				
Service	Charge											
Survey	300.00											
Pest Inspection	200.00											
7. Government recording charges These charges are for state and local fees to record your loan and title documents.		320.00										
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.		2,105.00										
9. Initial deposit for your escrow account This charge is held in an escrow account to pay future recurring charges on your property and includes <input checked="" type="checkbox"/> all property taxes, <input checked="" type="checkbox"/> all insurance, and <input type="checkbox"/> other <input type="text"/> .		2,475.00										
10. Daily interest charges This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ <input type="text"/> per day for <input type="text"/> days (if your settlement is <input type="text"/>).		90.00										
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1"> <thead> <tr> <th>Policy</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Homeowner's</td> <td>1,500.00</td> </tr> </tbody> </table>		Policy	Charge	Homeowner's	1,500.00	1,500.00						
Policy	Charge											
Homeowner's	1,500.00											
B	Your Charges for All Other Settlement Services	\$ 9,885.00										
A + B	Total Estimated Settlement Charges	\$ 12,885.00										



Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
<ul style="list-style-type: none"> Our origination charge Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate) Your adjusted origination charges (after you lock in your interest rate) Transfer taxes 	<ul style="list-style-type: none"> Required services that we select Title services and lender's title insurance (if we select them or you use companies we identify) Owner's title insurance (if you use companies we identify) Required services that you can shop for (if you use companies we identify) Government recording charges 	<ul style="list-style-type: none"> Required services that you can shop for (if you do not use companies we identify) Title services and lender's title insurance (if you do not use companies we identify) Owner's title insurance (if you do not use companies we identify) Initial deposit for your escrow account Daily interest charges Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate**.
- If you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges**.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 290,000.00	\$	\$
Your initial interest rate ¹	5.1 %	%	%
Your initial monthly amount owed	\$ 1,900.00	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$ 12,885.00	\$	\$

¹ For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name	Loans R' Us			
Initial loan amount	290,000.00			
Loan term	30 years			
Initial interest rate	5.1%			
Initial monthly amount owed	1,900.00			
Rate lock period	10 days			
Can interest rate rise?	yes			
Can loan balance rise?	no			
Can monthly amount owed rise?	yes			
Prepayment penalty?	no			
Balloon payment?	no			
Total Estimated Settlement Charges	12,885.00			

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.



SUPER TITLE SERVICE

10 Lois Lane Boulevard
Metropolis, NJ 07029

Invoice:

October 31, 2009

Bruce and Barbara Buyer
12 Day Street
Montclair, NJ

Fee for \$350,000 owner's policy	1,488.00
Simultaneous issue for \$290,000 lender's policy	25.00
Examination Fee	100.00
Endorsements:	
ALTA 8.1	25.00
ALTA 9	25.00
ALTA 6	25.00
Survey	25.00
Condominium	25.00
Closing Service Letter	25.00
Searches:	
Judgments	20.00
Patriot Name	8.00
Tidelands	40.00
Flood	20.00
Settlement Fee (with disbursements)	300.00
Wiring Fees	15.00
Copies	25.00
Overnight Delivery Service	21.00
Electronic Download Fee	50.00
2 Discharge of Mortgage	150.00
 Total	 \$2,412.00

Premium for Owner's Policy	\$1,488.00*
Premium for Lender's Policy	\$175.00*

Premium Split:	
Agent	\$1,411.05
Underwriter	\$251.95

*If owner's policy is not purchased, premium for the loan policy is \$1,401.00. Buyer must execute the attached notice and waiver of owner's insurance or policy cannot be issued. Premium split will be:

Agent:	\$1,188.35
Underwriter	\$212.65



**A. Settlement Statement (HUD-1)**

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 78910
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number: 12975
		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: Bruce & Barbara Buyer 127 Main Street Clifton, NJ		E. Name & Address of Seller: Sam & Susan Seller 12 Day Street Montclair, NJ	
		F. Name & Address of Lender: Loans R' Us Paramus, NJ	
G. Property Location: 12 Day Street Montclair, NJ		H. Settlement Agent: Super Title Service	
		I. Settlement Date: 10/31/09	
		Place of Settlement: Metropolis, NJ	

J. Summary of Borrower's Transaction	K. Summary of Seller's Transaction
100. Gross Amount Due from Borrower	400. Gross Amount Due to Seller
101. Contract sales price 350,000.00	401. Contract sales price 350,000.00
102. Personal property	402. Personal property
103. Settlement charges to borrower (line 1400) 12,722.00	403.
104.	404.
105.	405.
Adjustment for items paid by seller in advance	Adjustments for items paid by seller in advance
106. City/town taxes 11/1/09 to 12/31/09 1,403.84	406. City/town taxes 11/1/09 to 12/31/09 1,403.84
107. County taxes to	407. County taxes to
108. Assessments to	408. Assessments to
109.	409.
110.	410.
111.	411.
112.	412.
120. Gross Amount Due from Borrower 364,125.84	420. Gross Amount Due to Seller 351,403.84
200. Amounts Paid by or in Behalf of Borrower	500. Reductions in Amount Due to Seller
201. Deposit or earnest money 60,000.00	501. Excess deposit (see instructions) 60,000.00
202. Principal amount of new loan(s) 290,000.00	502. Settlement charges to seller (line 1400) 21,910.00
203. Existing loan(s) taken subject to	503. Existing loan(s) taken subject to
204. Realty Transfer Fee 2,105.00	504. Payoff of first mortgage loan WaMu 200,000.00
205.	505. Payoff of second mortgage loan HSBC 20,000.00
206.	506. Realty Transfer Fee 2,105.00
207.	507.
208.	508.
209.	509.
Adjustments for items unpaid by seller	Adjustments for items unpaid by seller
210. City/town taxes to	510. City/town taxes to
211. County taxes to	511. County taxes to
212. Assessments to	512. Assessments to
213.	513.
214.	514.
215.	515.
216.	516.
217.	517.
218.	518.
219.	519.
220. Total Paid by/for Borrower 352,105.00	520. Total Reduction Amount Due Seller 304,015.00
300. Cash at Settlement from/to Borrower	600. Cash at Settlement to/from Seller
301. Gross amount due from borrower (line 120) 364,125.84	601. Gross amount due to seller (line 420) 351,403.84
302. Less amounts paid by/for borrower (line 220) (352,105.00)	602. Less reductions in amount due seller (line 520) (304,015.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower 12,020.84	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller 47,388.84

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges					
700. Total Real Estate Broker Fees				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:					
701. \$ 10,500.00	to	Listing Broker			
702. \$ 10,500.00	to	Other Broker			
703. Commission paid at settlement					21,000.00
704. CO and Fire Extinguisher Certificates					120.00
800. Items Payable in Connection with Loan					
801. Our origination charge \$ 1,000.00 (from GFE #1)					
802. Your credit or charge (points) for the specific interest rate chosen \$ 2,000.00 (from GFE #2)					
803. Your adjusted origination charges (from GFE A)				3,000.00	
804. Appraisal fee to Lookat Inc. (from GFE #3)				400.00	
805. Credit report to Credit Now (from GFE #3)				50.00	
806. Tax service to Death and Taxes Inc. (from GFE #3)				120.00	
807. Flood certification Noah and Sons (from GFE #3)				25.00	
808.					
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from 11/1 to 11/30 @ \$ 3.00 /day (from GFE #10)				90.00	
902. Mortgage insurance premium for months to (from GFE #3)					
903. Homeowner's insurance for 1 years to POC by Borrower HomeSafe (from GFE #11) 1,500.00					
904.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account (from GFE #9)				2,475.00	
1002. Homeowner's insurance 3 months @ \$ 125.00 per month \$ 375.00					
1003. Mortgage insurance months @ \$ per month \$					
1004. Property taxes 3 months @ \$ 700.00 per month \$ 2,100.00					
1005. months @ \$ per month \$					
1006. months @ \$ per month \$					
1007. Aggregate Adjustment -\$					
1100. Title Charges					
1101. Title services and lender's title insurance (from GFE #4)				924.00	
1102. Settlement or closing fee \$ 300.00					
1103. Owner's title insurance (from GFE #5)				1,488.00	
1104. Lender's title insurance \$ 175.00					
1105. Lender's title policy limit \$ 290,000.00					
1106. Owner's title policy limit \$ 350,000.00					
1107. Agent's portion of the total title insurance premium \$ 1,411.05					
1108. Underwriter's portion of the total title insurance premium \$ 251.95					
1200. Government Recording and Transfer Charges					
1201. Government recording charges (from GFE #7)				380.00	
1202. Deed \$ 70.00 Mortgage \$ 270.00 Releases \$ NOS \$ 40.00					
1203. Transfer taxes (from GFE #8)				2,105.00	
1204. City/County tax/stamps Deed \$ Mortgage \$					
1205. State tax/stamps Deed \$ Mortgage \$					
1206. Power of Attorney					40.00
1300. Additional Settlement Charges					
1301. Required services that you can shop for (from GFE #6)				450.00	
1302. Survey Certificate \$ 250.00					
1303. Pest Inspection \$ 200.00					
1304. Attorneys				750.00	750.00
1305. Condo Fees - Administrative fee and November Dues				400.00	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				12,722.00	21,910.00
1109. Notary Fee - Sally Stampit				25.00	

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801	1,000.00	1,000.00
Your credit or charge (points) for the specific interest rate chosen	# 802	2,000.00	2,000.00
Your adjusted origination charges	# 803	3,000.00	3,000.00
Transfer taxes	#1203	2,105.00	2,105.00

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	250.00	380.00
Credit Report	# 805	50.00	50.00
Appraisal	# 804	400.00	400.00
Tax Service	# 806	120.00	120.00
Flood Certificate	# 807	25.00	25.00
Title Services	# 1101	950.00	924.00
Owner's Policy	# 1103	1,400.00	1,488.00
Survey	# 1302	300.00	250.00
Total		3,495.00	3,637.00
Increase between GFE and HUD-1 Charges		\$ 142.00	or 4.1 %

Charges That Can Change	Good Faith Estimate	HUD-1
Initial deposit for your escrow account #1001	2,475.00	2,475.00
Daily interest charges # 901 \$ 3.00 /day	90.00	90.00
Homeowner's insurance POC by Borrower - HomeSafe # 903		
#		
#		
#		

Loan Terms

Your initial loan amount is	\$ 290,000.00
Your loan term is	30 years
Your initial interest rate is	5.1 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 1,900.00 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 7.0%. The first change will be on 11/1/2010 and can change again every year after 11/1/2010. Every change date, your interest rate can increase or decrease by .2 %. Over the life of the loan, your interest rate is guaranteed to never be lower than 5.1 % or higher than 7.0 %.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 825.00 that results in a total initial monthly amount owed of \$ 2,725.00. This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes <input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801	1,000.00	1,000.00
Your credit or charge (points) for the specific interest rate chosen	# 802	2,000.00	2,000.00
Your adjusted origination charges	# 803	3,000.00	3,000.00
Transfer taxes	#1203	2,105.00	2,105.00

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	250.00	510.00
Credit Report	# 805	50.00	50.00
Appraisal	# 804	400.00	450.00
Tax Service	# 806	120.00	120.00
Flood Certificate	# 807	25.00	25.00
Title Services	# 1101	850.00	1,400.00
Owner's Policy	# 1103	1,500.00	1,500.00
Survey	# 1302	300.00	400.00
Total		3,495.00	4,455.00
Increase between GFE and HUD-1 Charges		\$ 960.00	or 27.00 %

Charges That Can Change	Good Faith Estimate	HUD-1
Initial deposit for your escrow account #1001	2,475.00	2,475.00
Daily interest charges # 901 \$3.00 /day	90.00	90.00
Homeowner's insurance POC by Borrower - HomeSafe # 903		
#		
#		
#		

Loan Terms

Your initial loan amount is	\$ 290,000.00
Your loan term is	30 years
Your initial interest rate is	5.1 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 1,900.00 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 7.0%. The first change will be on 11/1/2010 and can change again every year after 11/1/2010. Every change date, your interest rate can increase or decrease by .2 %. Over the life of the loan, your interest rate is guaranteed to never be lower than 5.1 % or higher than 7.0 %.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 825.00 that results in a total initial monthly amount owed of \$ 2,725.00. This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes <input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801	1,000.00	1,000.00
Your credit or charge (points) for the specific interest rate chosen	# 802	2,000.00	2,000.00
Your adjusted origination charges	# 803	3,000.00	3,000.00
Transfer taxes	#1203	2,105.00	2,105.00

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	250.00	310.00
Credit Report	# 805	50.00	50.00
Appraisal	# 804	400.00	400.00
Tax Service	# 806	120.00	120.00
Flood Certificate	# 807	25.00	25.00
	#		
	#		
	#		
Total		845.00	905.00
Increase between GFE and HUD-1 Charges		\$ 60.00	or 7.0 %

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001	2,475.00	2,475.00
Daily interest charges	# 901 \$ 3.00 /day	90.00	90.00
Homeowner's insurance POC By Borrower - HomeSafe	# 903 1,500.00		
Title Services	# 1101	850.00	1,400.00
Owner's Policy	# 1103	1,500.00	1,500.00
Survey	# 1302	300.00	450.00

Loan Terms

Your initial loan amount is	\$ 290,000.00
Your loan term is	30 years
Your initial interest rate is	5.1 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 1,900.00 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 7.0%. The first change will be on 11/1/2010 and can change again every year after 11/1/2010. Every change date, your interest rate can increase or decrease by .2 %. Over the life of the loan, your interest rate is guaranteed to never be lower than 5.1 % or higher than 7.0 %.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 825.00 that results in a total initial monthly amount owed of \$ 2,725.00. This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes <input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWER'S:

SELLER'S:

SETTLEMENT AGENT:

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010