

## CREDIT CARD AUTHORIZATION

Borrower's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_

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Co-Borrower's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_

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We have been spending too much money for credit reports for clients who get prequalified, then never proceed to get a loan. This has left us with the option of increasing our fees for clients who do get a loan or charging everybody at the time of application for their credit reports. The second option seemed fairer, so please provide the information requested below for the credit card you would like the credit report charged to. The charge will come directly from the credit reporting company we use, not Dream Home Funding, and will only be for the amount they charge plus sales tax approximately \$93.42.

We will not pull your credit/charge your account until after reviewing your loan application to ensure other factors do not disqualify you first. If you are applying for a refinance, we do not pull credit until you have told us to proceed with a rate lock based on the quote we will provide you using your estimate of your credit score. Please make sure the names and social security #'s provided on this form as well as your loan application are accurate and match how your property is titled (refinances) or you want it titled (purchases). Any changes require us to pull a new credit report, and you will be charged again. Please print clearly and legibly.

Type of Credit Card: \_\_\_\_\_ Account #: \_\_\_\_\_

Name On Card: \_\_\_\_\_ Expiration Date: \_\_/\_\_/\_\_\_\_ Security Code: \_\_\_\_\_

I (we) hereby authorize Dream Home Funding to order, receive and review on my (our) behalf, one or more consumer credit reports and verify other credit information, including past and present mortgage and landlord references, and to charge the credit card above for the credit report(s), verification fees (if any), appraisal report, and any other reports/services provided by 3rd parties (such as surveys, pest inspections, etc.) required for loan approval. The costs for these additional items can be found on the Loan Estimate that will be provided, and with the exception of the credit report they will not be ordered until after I (we) have expressed our intent to proceed with the loan. I (we) understand that these charges will come directly from the service providers, and are not refundable under any circumstances once the services have been provided. Dream Home Funding also will not transfer any of these items to another lender, so if I (we) change lenders I (we) will have to pay for them again when the new lender orders their own. Disputing these charges and/or providing a card that is fictitious, has expired, been revoked or cancelled, or is otherwise invalid constitutes fraud and/or theft under state law, and I (we) understand that doing so will result in both criminal and civil prosecution, and agree to pay all attorney fees and court costs associated with collecting the amounts owed. I (we) also authorize Dream Home Funding to release, transmit, and/or discuss the credit information obtained with other interested parties including, but not limited to, lenders, sellers, and/or real estate agents. It is understood that a copy of this form will also serve as authorization.

\_\_\_\_\_  
Borrower Date

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

## TEXAS MORTGAGE COMPANY DISCLOSURE

**Residential Mortgage Loan Originator: Martin James Farris d/b/a Dream Home Funding**  
**License Number: NMLS #335578, Company NMLS #257514**

We will submit your loan application to a participating lender or we will make your loan ourselves. In connection with this mortgage loan, we are acting as an independent contractor and not as your agent.

We will be compensated in compliance with Section 1026.36(d) of Regulation Z (12 C.F.R. § 1026.36(d)) (if applicable).

Pursuant to Sections 156.004(b) and 156.102 of the Residential Mortgage Loan Company Licensing and Registration Act, Chapter 156, Texas Finance Code, you are hereby notified of the following:

**CONSUMERS WISHING TO FILE A COMPLAINT AGAINST A MORTGAGE COMPANY OR A LICENSED RESIDENTIAL MORTGAGE LOAN ORIGINATOR SHOULD COMPLETE AND SEND A COMPLAINT FORM TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. COMPLAINT FORMS AND INSTRUCTIONS MAY BE OBTAINED FROM THE DEPARTMENT'S WEBSITE AT WWW.SML.TEXAS.GOV. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.**

**THE DEPARTMENT MAINTAINS A RECOVERY FUND TO MAKE PAYMENTS OF CERTAIN ACTUAL OUT OF POCKET DAMAGES SUSTAINED BY BORROWERS CAUSED BY ACTS OF LICENSED MORTGAGE COMPANY RESIDENTIAL MORTGAGE LOAN ORIGINATORS. A WRITTEN APPLICATION FOR REIMBURSEMENT FROM THE RECOVERY FUND MUST BE FILED WITH AND INVESTIGATED BY THE DEPARTMENT PRIOR TO THE PAYMENT OF A CLAIM. FOR MORE INFORMATION ABOUT THE RECOVERY FUND, PLEASE CONSULT THE DEPARTMENT'S WEB SITE AT WWW.SML.TEXAS.GOV.**

Applicant(s)  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Residential Mortgage Loan Originator  
Signed: Martin James Farris  
Name: Martin James Farris  
Date: \_\_\_\_\_

## RATE QUOTE/LOCK POLICY AND BORROWERS' REPRESENTATIONS AND WARRANTIES

Dream Home Funding is a licensed Mortgage Broker. As such we have access to many lenders, and we quote and lock our client's loans with the lowest cost lender we have access to who will get the loan done in the timeframe required. The lenders we use are wholesale lenders and generally offer us better pricing than is available to consumers directly.

The pricing our clients receive from the lenders we work with is based on the performance of the locks we initiate. It is very expensive for lenders to hedge locks, process and underwrite files, so they provide better pricing to the Mortgage Brokers they work with who close all the loans they lock. If too many locks fail to close, the lenders will not only offer the Mortgage Broker and his clients worse pricing, but will also terminate the relationship with that Mortgage Broker.

Unfortunately, we have recently had a rash of "clients" who want to get their loan from their bank or another lender they like, but they don't want to accept the high rate and closing costs those lenders are offering them. Then they contact us for a quote, and when we beat the other lender by \$1,000's for the same rate, they use the terms we are offering to try to get the lender they really want to get their loan from to match or beat it. They are only going to get the loan from Dream Home Funding if their preferred lender won't match it. We have no interest in participating in this.

It is our stance that this is not our problem, the people engaged in this behavior have some sort of serious personality disorder that they should seek treatment for, and we are not going to waste our time playing this game. We do not offer this "free service" since getting you the lowest cost is what we do for a living, and are very good at it. We have no problem with you shopping for a mortgage, but pressuring lenders to violate federal and state laws by giving you better terms than they are offering other similarly situated borrowers makes you somebody we don't want to deal with.

Let us be clear, if this is what you are doing, then we have no interest in working with you and will not knowingly assist you. Deceiving us into helping you will result in legal action against you. We have plenty of honest clients who are happy to benefit from our services and to see us compensated for them, so we can continue helping them and the other clients they refer to us, so don't need or want to work with clients who disrespect our time and expertise.

When clients break their rate locks it not only wastes the time we have invested into that loan, which could have been spent working on loans that we would actually close and get paid for or with our families, but it also makes us less competitive on future loans. As a result we will lose loans to other lenders, and the clients we still do loans for will pay more. Every broken lock costs us several times more than we were going to make on the loan in the first place. All so some sociopaths can get the exact same thing somewhere else that we were already offering them or maybe save a couple of \$100.

Seriously, if this describes you, we don't want your "business," and to discourage you further we are going to have you represent and warranty the following:

1. I/We will not convey, transmit or otherwise communicate the rate/terms offered by Dream Home Funding verbally, in writing or in the form of a Fee Worksheet or Loan Estimate to any other lender in any form or fashion;
2. I/We understand that by locking a rate with Dream Home Funding I/we are done shopping and committing to obtain our mortgage from Dream Home Funding, and will immediately cancel any/all other loan applications I/we have pending with other lenders and will not file any new applications with other lenders for the same property;
3. I/We understand that a rate lock benefits both lender and borrower. If rates go up the lender isn't going to ask us to pay more, and conversely if rates drop I/we aren't going to ask the lender to give us a better deal or break our rate lock and go somewhere else. I/We also won't go somewhere else if another lender offers us better rate/terms after we lock;
4. By making these representations and warranties, we are inducing Dream Home Funding to take actions they would not take absent them, and recognize that Dream Home Funding will suffer serious economic injury as a result of the falsity of these representations and/or breach of these warranties and agree to compensate them for all economic damages incurred and pay all attorney fees and court costs associated with collecting the amounts owed.

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Borrower

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Date

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Co-Borrower

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Date

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Print Name

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Print Name

## EQUAL CREDIT OPPORTUNITY ACT

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this company is the Federal Trade Commission, Pennsylvania and 6th Street N.W., Washington, DC 20580

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

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

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

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

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

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

## ESIGN DISCLOSURES AND CONSENT

It is required by law to provide you with certain disclosures and information about the products, services or accounts you may receive or access in connection with your relationship with us ('Required Information'). With your consent, we can deliver Required Information to you by a) displaying or delivering the Required Information electronically; and b) requesting that you print or download the Required Information and retain it for your records.

This notice contains important information that you are entitled to receive before you consent to electronic delivery of Required Information. Your consent also permits the general use of electronic records and electronic signatures in connection with the Required Information.

After you have read this information, if you agree to receive Required Information from us electronically, and if you agree to the general use of electronic records and electronic signatures in connection with our relationship, please "SIGN" below and Return To:

### **Statement of electronic disclosures:**

You may request to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, we cannot proceed with the acceptance and processing to create a relationship with you in connection to the products, Services or account.

If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent we will not be able to continue processing to create a relationship with you in connection to the products, services or account.

If you consent to electronic disclosures, that consent applies to all Required Information we give you or receive from you in connection with our relationship and the associated notices, disclosures, and other documents.

You agree to print out or download Required Information when we advise you to do so and keep it for your records. If you are unable to print or download any Required Information, you may call us and request paper copies. If you need to update your e-mail address or other contact information with us, you may do so by calling us and requesting the necessary updates.

If you wish to withdraw your consent to electronic disclosures, you may do so by calling us and requesting withdrawal of consent. After consenting to receive and deliver Required Information electronically, you may request a paper copy of the Required Information by calling us.

If you do not have the required software and/or hardware, or if you do not wish to use electronic records and signatures for any other reason, you can request paper copies of the Required Information to be sent to you by calling us.

Your consent does not mean that we must provide the Required Information electronically. We may, at our option, deliver Required Information on paper. We may also require that certain communications from you be delivered to us on paper at a specified address.

**I have read the information about the use of electronic records, disclosures, notices, and e-mail, and consent to the use of electronic records for the delivery of Required Information in connection with our relationship. I will be able to view this information using my computer and software. I have an account with an internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in place of written documents and handwritten Signatures.**

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

Borrower: \_\_\_\_\_

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

Borrower: \_\_\_\_\_

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

# FACTS

## WHAT DOES Dream Home Funding DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ account balance and payment history</li> <li>■ credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share <b>customer's</b> personal information to run their everyday business. In the section below, we list the reasons financial companies can share their <b>customer's</b> personal information; the reasons <b>Dream Home Funding</b> chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Dream Home Funding share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	No	We Don't Share
<b>For joint marketing with other financial companies</b>	No	We Don't Share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We Don't Share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We Don't Share
<b>For nonaffiliates to market to you</b>	No	We Don't Share

<b>Questions?</b>	Call 325-651-2100 or go to <a href="https://dreamhomefunding.com">dreamhomefunding.com</a>
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Borrower

Date

Borrower

Date

## Who we are

Who is providing this notice?

Dream Home Funding

## What we do

How does **Dream Home Funding** protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does **Dream Home Funding** collect my personal information?

We collect your personal information, for example, when you

- apply for a loan or give us your employment history
- give us your income information or provide account information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- N/A

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- N/A

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- N/A

## Other important information

N/A