

LOAN WORKSHEET: Please complete the worksheet information as best as you can and provide verification for *all items marked with an (*)*.

Owner(s) Name:

No. of dependents: _____

Ages: _____

Phone #'s: _____

Property Address:

no. of units: _____

no. bdrms: _____

Name(s) on Title:

Employer(s) (name/address/phone #): *paystub(s)

hrly/mo. gross pay:

Job title:

No. years @ job: _____

No. years @ job: _____

Other income sources: *award letters/pay stubs

Source: (Rental, Pension, SSA, SSDI, Child Support, etc.)

Payment Amount

Payment Schedule (wkly, bi-wkly, mo., etc.)

** last year's federal tax forms & all attachment, if self-employed last 2 year's of federal tax forms & all schedules*

Mortgage Info: *mortgage statement(s)

Lender: _____ Address: _____ Phone: _____

Purchase Amount: \$ _____ Balance: \$ _____ Payment: \$ _____ PITI

Lender: _____ Address: _____ Phone: _____

Purchase Amount: \$ _____ Balance: \$ _____ Payment: \$ _____ PITI

Monthly energy cost(s) avg. \$ _____

Current with:

Property Taxes? _____ (*receipt) Home Owner's Insurance? _____ (*policy)

Other Assets: *statement(s)

Account Type \$ Value

Auto(s) yr/make/model

Chkg Institution: _____

Svgs Institution: _____

Retirement: _____

Personal Property: _____

Other: _____

Other Liabilities:

Account Type \$ Balance

\$ Payment Amount

Loans/autos/credit cards/co-signed obligations/etc.

Repairs (list by priorities):

Other notes/details may be continued on back side.

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property state as a basis for repayment of the loan.

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

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other (explain):
Agency Case Number		Lender Case Number	

Amount	Interest Rate	No. of Months	Amortization Type:	<input type="checkbox"/> Fixed Rate	<input type="checkbox"/> Other (explain):
\$	%		<input type="checkbox"/> GPM	<input type="checkbox"/> ARM (type):	

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state & ZIP)	No. of Units

Legal Description of Subject Property (attach description if necessary)	Year Built

Purpose of Loan	<input type="checkbox"/> Purchase	<input type="checkbox"/> Construction	<input type="checkbox"/> Other (explain):	Property will be:
	<input type="checkbox"/> Refinance	<input type="checkbox"/> Construction-Permanent		<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total of (a+b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.				
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
		<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)

Borrower	III. BORROWER INFORMATION	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable)		
Co-Borrower's Name (include Jr. or Sr. if applicable)		

Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School

<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. ages	<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower) no. ages

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

Mailing Address, if different from Present Address	Mailing Address, if different from Present Address

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

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

Borrower	IV. EMPLOYMENT INFORMATION	Co-Borrower
Name & Address of Employer		
<input type="checkbox"/> Self Employed		
Yrs. on this job		
Yrs. employed in this line of work/profession		

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income
			\$

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income
			\$

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income
			\$

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income
			\$

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income
			\$

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

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

*Self Employed Borrower(s) may be required to provide a written explanation of the source of the income.

Describe Other Income		Monthly Amount
B/C		\$

VI. ASSETS AND LIABILITIES

Completed ☐ Jointly ☐ Not Jointly

Freddie Mac Form 65 6/09

VI. ASSETS AND LIABILITIES (Continued)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name

Creditor Name

Account Number

VII. DETAILS OF TRANSACTION

VIII. DECLARATIONS

a. Purchase price		<p>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</p> <p>a. Are there any outstanding judgements against you?</p> <p>b. Have you been declared bankrupt within the past 7 years?</p> <p>c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?</p> <p>d. Are you a party to a lawsuit?</p> <p>e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)</p> <p>f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.</p> <p>g. Are you obligated to pay alimony, child support, or separate maintenance?</p> <p>h. Is any part of the down payment borrowed?</p> <p>i. Are you a co-maker or endorser on a note?</p> <p>j. Are you a U.S. Citizen?</p> <p>k. Are you a permanent resident alien?</p> <p>l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.</p> <p>m. Have you had an ownership interest in a property in the last three years?</p> <p>(1) What type of property did you own – principal residence (PR), second home (SH), or investment property (IP)?</p> <p>(2) How did you hold title to the home – solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?</p>	Borrower Yes No	Co-Borrower Yes No
b. Alterations, improvements, repairs			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
c. Land (if acquired separately)			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. Refinance (incl. debts to be paid off)			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. Estimated prepaid items			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
f. Estimated closing costs			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
g. PMI, MIP, Funding Fee			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
h. Discount (if Borrower will pay)			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
i. Total costs (add items a through h)			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
j. Subordinate financing			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
k. Borrower's closing costs paid by Seller			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
l. Other Credits (explain)			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
n. PMI, MIP, Funding Fees financed			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
o. Loan amount (add m & n)			<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
p. Cash from/to Borrower (subtract j, k, l & o from i)		<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Right to Receive Copy of Appraisal.

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

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

Borrower's Signature X	Date	Co-Borrower's Signature X	Date
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X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity, and race. For race, you may not check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

To be Completed by Loan Originator:

This information was provided:

- ☐ In a face-to-face interview
☐ In a telephone interview
☐ By the applicant and submitted by fax or mail
☐ By the applicant and submitted via e-mail or the Internet

Loan Originator's Signature X	Date
Loan Originator's Name (print or type)	Loan Originator Identifier
Loan Originator's Phone Number (including area code)	
Loan Origination Company's Name	Loan Origination Company Identifier
Loan Origination Company's Address	

CONTINUATION SHEET / RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower:	Agency Case Number:
	Co-Borrower:	Lender Case Number:

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	



AUTHORIZATION FOR RELEASE OF RECORDS

The undersigned applicant(s) for housing counseling and/or a housing rehabilitation loan from the City of Racine, hereby authorize(s) the City of Racine, by its agents in the Department of City Development, to obtain disclosure of and copies of records relating to and including the following matters from any person, firm, agency, company, or other entity having possession of such information.

- A. Employment records.
- B. Records, showing income, including wages, salary, and other earnings and remuneration.
- C. State and Federal individual income tax returns, including attachments thereto.
- D. Records relating to credit and the use of credit, including reports of credit bureaus and agencies.
- E. Records relating to residency.
- F. Banking records, including account balances, obligations, and history of payments on credit transactions.

This release is being given for the purpose of application for a loan from the City of Racine, and by signing this authorization the undersigned hereby waive(s) any right of privacy regarding such information to which I/we may be lawfully entitled.

This authorization to obtain records hereunder shall be effective for a period of 1 year, from the date hereof.

Dated at Racine, Wisconsin this _____ day of _____ 2009

Signature: _____ Signature: _____

Typed Name: _____ Typed Name: _____

Witness: _____



LOAN FILE CHECK LIST

Owner Name(s) _____ Phone _____

Date _____ Property Address _____

Type of Loan (circle one) Homeowner Fixed Homeowner Deferred Rental Assistance Mixed Use

	Types of Income Employment, Gov't Benefits, Pensions, Rental Income, Self-Employment, Disability Insurance, Interest Income, Etc.	Date Received/Issued
<input type="checkbox"/>	Income Source(s) _____	_____
<input type="checkbox"/>	Income Source(s) _____	_____
<input type="checkbox"/>	Income Source(s) _____	_____
<input type="checkbox"/>	Tax Forms <input type="checkbox"/> Self Employed (2 yrs taxes)	_____
<input type="checkbox"/>	Mortgage Statement <input type="checkbox"/> 2 nd Mortgage Statement	_____
<input type="checkbox"/>	Homeowner/Property Insurance Declaration Page	_____
<input type="checkbox"/>	Property Tax Receipt	_____
<input type="checkbox"/>	Bank Statements <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> _____	_____
<input type="checkbox"/>	Authorization for Release of Records	_____
<input type="checkbox"/>	Lead Risk Assessment Disclosure <input type="checkbox"/> Lead Pamphlet Certificate	_____
<input type="checkbox"/>	HUD Settlement Cost Booklet	_____
<input type="checkbox"/>	Right to Privacy Form, Report to Credit Bureaus and Non-refundable fees	_____
<input type="checkbox"/>	WI ID or WI D/L (copy)	_____
<input type="checkbox"/>	Credit Report Ordered	_____
<input type="checkbox"/>	Title Report Ordered	_____
<input type="checkbox"/>	GFE (Good Faith Estimate)	_____
<input type="checkbox"/>	Loan Board of Review circle one: Approved Denied Deferred	_____
<input type="checkbox"/>	Letter Report of Title Verbal update & request for 2 nd mtggee on insurance	_____
<input type="checkbox"/>	Loan Closed (Right of Recission date _____)	_____
<input type="checkbox"/>	Mortgage Sent to be Recorded	_____
<input type="checkbox"/>	Other _____	_____
<input type="checkbox"/>	Other _____	_____
<input type="checkbox"/>	Other _____	_____
<input type="checkbox"/>	Other _____	_____

Environmental Assessment
and Compliance Findings
for the Related Laws

RMS: HI-00487R

U.S. Department of Housing
and Urban Development

1. Project Number:

HUD Program:

2. Date Received:

Findings and Recommendations are to be prepared after the environmental analysis is completed. Complete items 1 through 15 as appropriate for all projects. For projects requiring an environmental assessment, also complete Parts A and B. For projects categorically excluded under 24 CFR 50.20, complete Part A. Attach notes and source documentation that support the findings.

3. Project Name and Location: (Street, City, County, State)

4. Applicant Name and Address (Street, City, State, Zip Code)

5. ☐ Multifamily ☐ Elderly ☐ Other
(if Other, explain)

6. Number of: Dwelling Units
Buildings Stories Acres

7. Displacement: ☐ No ☐ Yes
(if Yes, explain)

8. ☐ New Construction ☐ Rehabilitation ☐ Other
(if Other, explain)

9. Has an environmental report (Federal, State, or local) been used in completing this form? ☐ No ☐ Yes
(if Yes, identify)

10. Planning Findings: Is the project in compliance or conformance with the following plans?
Local Zoning: ☐ Yes ☐ No ☒ Not Applicable
Coastal Zone: ☐ Yes ☐ No ☒ Not Applicable
Air Quality (SIP): ☐ Yes ☐ No ☒ Not Applicable
Explain any "No" answer:

Are there any unresolved conflicts concerning the use of the site? (if Yes, explain) ☐ No ☐ Yes

11. Environmental Finding: (check one)
☐ Categorical exclusion is made in accordance with § 50.20 or
☐ Environmental Assessment and a Finding of No Significant Impact (FONSI) is made in accordance with § 50.33 or
☐ Environmental Assessment and a Finding of Significant Impact is made, and an Environmental Impact Statement is required in accordance with §§ 50.33(d) and 50.41.

☐ Project is recommended for approval (List any conditions and requirements): ☐ Project is recommended for rejection (State reasons):

12. Preparer: (signature)Date:

13. Supervisor: (signature)Date:

14. Comments by Environmental Clearance Officer (ECO):
(required for projects over 200 lots/units)

ECO: (signature)

X

Date:

14. Comments (if any) by HUD Approving Official:

HUD Approving Official: (signature)

X

Date:

Part A. Compliance Findings for §50.4 Related Laws and Authorities

§ 50.4 Laws and Authorities	Project is in Compliance		Source Documentation and Requirements for Approval
	Yes	No	
16. Coastal Barrier Resources	<input type="radio"/>	<input type="radio"/>	
17. Floodplain Management (24 CFR Part 55)	<input type="radio"/>	<input type="radio"/>	
18. Historic Preservation (36 CFR Part 800)	<input type="radio"/>	<input type="radio"/>	
19. Noise Abatement (24 CFR Part 51 Subpart B)	<input type="radio"/>	<input type="radio"/>	
20. Hazardous Operations (24 CFR Part 51 Subpart C)	<input type="radio"/>	<input type="radio"/>	
21. Airport Hazards (24 CFR Part 51 Subpart D)	<input type="radio"/>	<input type="radio"/>	
22. Protection of Wetlands (E. O. 11990)	<input type="radio"/>	<input type="radio"/>	
23. Toxic Chemicals & Radioactive Materials(§ 50.3(i))	<input type="radio"/>	<input type="radio"/>	
24. Other § 50.4 authorities (e.g., endangered species, sole source aquifers, farmlands protection, flood insurance, environmental justice)	<input type="radio"/>	<input type="radio"/>	

Part B. Environmental/Program Factors

Factors	Anticipated Impact/Deficiencies			Source Documentation and Requirements for Approval
	None	Minor	Major	
25 Unique Natural Features and Areas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
26. Site Suitability, Access, and Compatibility with surrounding development	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
27. Soil Stability, Erosion, and Drainage	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
28. Nuisances and Hazards (natural and built)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
29. Water Supply / Sanitary Sewers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
30. Solid Waste Disposal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
31. Schools, Parks, Recreation, and Social Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
32. Emergency Health Care, Fire and Police Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
33. Commercial/Retail and Transportation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
34. Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

Sample Field Notes Checklist

Project Number: HUD Program:

Project Name:

Location: (street, city, county/state, & zip code)

Number of Dwelling Units:

☐ New construction

☐ Rehabilitation

Project site is in a location described as:

☐ Central city

☐ Infill urban development

☐ In undeveloped area

☐ Suburban

☐ In developing rural area

Note to Reader: An Environmental Assessment (EA) is a concise public document that a Federal agency must prepare in order to comply with the National Environmental Policy Act (NEPA) and the related Federal environmental laws and authorities. The EA must support decision making process and provide a clear rationale, justification, and documentation for ratings assigned.

Instructions

It is recommended that this checklist be used by HUD staff who prepare the Environmental Assessment (EA; form HUD-4128). It will constitute full documentation for many factors on the EA, and partial documentation for others. It will avoid narrative reports and expedite the environmental review process. This checklist, which is a slightly revised version of Appendix C of Handbook 1390.2, should be used pending revision of Handbook 1390.2.

- The number for each checksheet topic is the number that appears on form HUD-4128. Also, each checklist title/heading is followed by a reference to where the topic appears in the current Handbook 1390.2.

Before the site visit, review the Phase I and all background information submitted with the application (if applicable). During the site visit, the preparers of form HUD-4128 are to: (i) answer all relevant questions on this checklist; (ii) use the spaces provided for comments to include supplemental information as well as to record any recommended mitigation measures or requirements for project approval; (iii) key your answers to the relevant questions (using additional sheets of paper to provide more detailed information); and (iv) use the spaces provided for source documentation to cite the information source used (e.g., title of a technical report, map, or special study; site inspection/field observation; name and location of the qualified data source(s) that provided the information, for example, the local planning agency, the local housing and/or community development agency, the State environmental protection agency, the State Historic Preservation Officer, or other qualified data source.)

Preparers are to obtain and use, as appropriate, any environmental report (Federal, State, or local) that may have already been prepared for the property or area in which the property is located.

Several different types of maps will be useful in completing the review, such as the project plan or plot map, a location map showing major features and facilities in the vicinity, the USGS topographic map and FEMA flood map for the site area, and zoning/land use maps. **Many of the conditions can and should be recorded directly on the project plan.** Distances to major features and facilities (e.g., schools and fire stations) and a description of the surrounding area are examples. The plan can then be referenced as “source documentation” on form HUD-4128.

9. Environmental Report

List the Federal, State, or local agencies contacted to obtain their existing environmental reports and other data for the HUD environmental review for the proposed project:
List the major reports obtained: (attach the report(s) or otherwise list the title, author, publication date)

10. Planning Findings

Is the project in compliance or conformance with the local zoning?

☐ Yes ☐ No ☐ Not Applicable

 (If no or not applicable, explain) _____

Is the project located within a coastal management zone (CZM)?

☐ Yes ☐ No ☐ Not Applicable

If your answer is YES, the State Coastal Zone Management (CZM) Agency must make a finding that the project is consistent with the approved State CZM program

Is the State’s finding attached to this checksheet?

☐ Yes ☐ No

Is the project in compliance with the air quality State Implementation Plan (SIP)?

☐ Yes ☐ No ☐ Not Applicable

Comments: _____

Source documentation: _____

Are there any unresolved conflicts concerning the use of the site?

☐ Yes ☐ No

If your answer is YES, briefly explain: _____

16. Coastal Barrier Resources

Is the project located within a coastal barrier designated on a current FEMA flood map or Department of Interior coastal barrier resources map?

☐ Yes ☐ No

If your answer is YES, the law prohibits Federal funding of projects in designated coastal barriers.

17. Flood Management (24 CFR Part 55) (see CF 3 and 4 of Handbook 1390.2)

Is the project located within a floodplain designated on a current FEMA flood map?

☐ Yes ☐ No Identify FEMA flood map used to make this finding:

Community Name and Number: _____

Map Panel Number and Date of Map Panel: _____

If your answer is YES, use § 55.12 and the floodplain management decisionmaking process (§ 55.20) to comply with 24 CFR Part 55.

Comments: _____

Source documentation: (attach § 55.20 analysis) _____

18. Historic Preservation (see CF 2 of Handbook 1390.2)

Has the SHPO been notified of the project and requested to provide comments?

☐ Yes ☐ No

Is the property listed on or eligible for listing on the National Register of Historic Places?

☐ Yes ☐ No

Is the property located within or directly adjacent to an historic district?

☐ Yes ☐ No

Does the property's area of potential effects include an historic district or property?

☐ Yes ☐ No

If your answer is YES to any of the above questions, consult with the State Historic Preservation Officer (SHPO) and comply with 36 CFR part 800.

Has the SHPO been or is being advised of HUD's finding?

☐ Yes ☐ No

Comments: _____

Source documentation: _____

19. Noise Abatement (see CF 1 of Handbook 1390.2)

Is the project located near a major noise source, i.e., civil airports (within 5 miles), military airfields (15 miles), major highways or busy roads (within 1000 feet), or railroads (within 3000 feet)?

☐ Yes ☐ No

If your answer is YES, comply with 24 CFR 51, Subpart B which requires a noise assessment for proposed new construction. Use adopted DNL contours if the noise source is an airport.

Comments: _____

Source documentation: (attach NAG worksheets) _____

20. Hazardous Industrial Operations (see CF 5 of Handbook 1390.2)

Are industrial facilities handling explosive or fire-prone materials such as liquid propane, gasoline or other storage tanks adjacent to or visible from the project site?

☐ Yes ☐ No

If your answer is YES, use HUD Hazards Guide and comply with 24 CFR Part 51, Subpart C.

Comments: _____

Source documentation: (attach ASD worksheets) _____

21. Airport Hazards (see CF 5 of Handbook 1390.2)

Is the project within 3,000 feet from the end of a runway at a civil airport?

☐ Yes ☐ No

Is the project within 2-1/2 miles from the end of a runway at a military airfield?

☐ Yes ☐ No

If your answer is YES to either of the above questions, comply with 24 CFR Part 51, Subpart D.

Comments: _____

Source documentation: _____

22. Protection of Wetlands (E.O. 11990) (see CF 3 and 4 of Handbook 1390.2)

Are there drainage ways, streams, rivers, or coastlines on or near the site?

☐ Yes ☐ No

Are there ponds, marshes, bogs, swamps or other wetlands on or near the site?

☐ Yes ☐ No

For projects proposing new construction and/or filling, the following applies:

Is the project located within a wetland designated on a National Wetlands Inventory map of the Department of the Interior (DOI)?

☐ Yes ☐ No

If your answer is YES, E.O. 11990, Protection of Wetlands, discourages Federal funding of new construction or filling in wetlands and compliance is required with the wetlands decisionmaking process (§ 55.20 of 24 CFR Part 55. Use proposed Part 55 published in the Federal Register on January 1, 1990 for wetland procedures).

Comments: _____

Source documentation: (attach § 55.20 analysis for new construction and/or filling) _____

23. Toxic Chemicals and Radioactive Materials (see CF 5 of Handbook 1390.2)

Has a Phase I (ASTM) Report been submitted and reviewed?

☐ Yes ☐ No

If your answer is NO, is a Phase I (ASTM) report needed?

☐ Yes ☐ No

Are there issues that require a special/specific Phase II report before completing the environmental assessment?

☐ Yes ☐ No

Is the project site near an industry disposing of chemicals or hazardous wastes?

☐ Yes ☐ No

Is the site listed on an EPA Superfund National Priorities or CERCLA, or equivalent State list?

☐ Yes ☐ No

Is the site located within 3,000 feet of a toxic or solid waste landfill site?

☐ Yes ☐ No

Does the site have an underground storage tank?

☐ Yes ☐ No

If your answer is YES to any of the above questions, use current techniques by qualified professionals to undertake investigations determined necessary and comply with § 50.3(i).

Are there any unresolved concerns that could lead to HUD being determined to be a Potential Responsible Party (PRP)?

☐ Yes ☐ No

Comments: _____

Source documentation: (attach § 55.20 analysis for new construction and/or filling) _____

24. Other

a. Endangered Species (see EF 3.4 of Handbook 1390.2)

Has the Department of Interior list of Endangered Species and Critical Habitats been reviewed?

☐ Yes ☐ No

Is the project likely to affect any listed or proposed endangered or threatened species or critical habitats?

☐ Yes ☐ No

If your answer is YES, compliance is required with Section 7 of the Endangered Species Act, which mandates consultation with the Fish and Wildlife Service in order to preserve the species.

Comments: _____

Source documentation: _____

b. Sole Source aquifers

Will the proposed project affect a sole source or other aquifer?

☒ Yes ☒ No

Comments: _____

Source documentation: _____

c. Farmlands Protection (see EF 3.3 of Handbook 1390.2)

If the site or area is presently being farmed, does the project conform with the Farmland Protection Policy Act and HUD policy memo?

☐ Yes ☐ No

If your answer is YES, compliance is required with 7 CFR Part 658, Department of Agriculture regulations implementing the Act.

Comments: _____

Source documentation: _____

d. Flood Insurance

Is the building located or to be located within a Special Flood Hazard Area identified on a current Flood Insurance Rate Map (FIRM)?

☐ Yes ☐ No

If your answer is YES, flood insurance protection is required for buildings located or to be located within a Special Flood Hazard Area as a condition of approval of the project. In addition, compliance with § 55.12 and the floodplain management decisionmaking process (§ 55.20) is required (refer to item #17 above). Document the map used to determine Special Flood Hazard Area in above item #17 pertaining to community name and number, map panel number and date of map panel.

e. Environmental Justice

Is the project located in a predominantly minority and low-income neighborhood?

☐ Yes ☐ No

Does the project site or neighborhood suffer from disproportionately adverse environmental effects on minority and low-income populations relative to the community-at-large?

☐ Yes ☐ No

If your answer is YES, compliance is required with E.O. 12898, Federal Actions to Address Environmental Justice.

Comments: _____

Source documentation: _____

25. Unique Natural Features and Areas (see EF 3.2 of Handbook 1390.2)

Is the site near natural features (i.e., bluffs or cliffs) or near public or private scenic areas?

☐ Yes ☐ No

Are other natural resources visible on site or in vicinity? Will any such resources be adversely affected or will they adversely affect the project?

☒ Yes ☐ No

Comments: _____

26. Site Suitability, Access, and Compatibility with Surrounding Development (see EF 1.1 and 1.3 of Handbook 1390.2)

Has the site has been used as a dump, sanitary landfill or mine waste disposal area?

☐ Yes ☐ No

Is there paved access to the site?

☐ Yes ☐ No

Are there other unusual conditions on site?

☐ Yes ☐ No

Is there indication of:

	Yes	No		Yes	No
distressed vegetation	<input type="radio"/>	<input type="radio"/>	oil/chemical spills	<input type="radio"/>	<input type="radio"/>
waste material/containers	<input type="radio"/>	<input type="radio"/>	abandoned machinery, cars,	<input type="radio"/>	<input type="radio"/>
soil staining, pools of liquid	<input type="radio"/>	<input type="radio"/>	refrigerators, etc.	<input type="radio"/>	<input type="radio"/>
loose/empty drums, barrels	<input type="radio"/>	<input type="radio"/>	transformers, fill/vent pipes,	<input type="radio"/>	<input type="radio"/>
			pipelines, drainage structures	<input type="radio"/>	<input type="radio"/>

Is the project compatible with surrounding area in terms of:

	Yes	No		Yes	No
Land use	<input type="radio"/>	<input type="radio"/>	Building type (low/high-rise)	<input type="radio"/>	<input type="radio"/>
Height, bulk, mass	<input type="radio"/>	<input type="radio"/>	Building density	<input type="radio"/>	<input type="radio"/>

Will the project be unduly influenced by:

	Yes	No		Yes	No
Building deterioration	<input type="radio"/>	<input type="radio"/>	Transition of land uses	<input type="radio"/>	<input type="radio"/>
Postponed maintenance	<input type="radio"/>	<input type="radio"/>	Incompatible land uses	<input type="radio"/>	<input type="radio"/>
Obsolete public facilities	<input type="radio"/>	<input type="radio"/>	Inadequate off-street parking	<input type="radio"/>	<input type="radio"/>

Are there air pollution generators nearby which would adversely affect the site:

	Yes	No		Yes	No
Heavy industry	<input type="radio"/>	<input type="radio"/>	Large parking facilities	<input type="radio"/>	<input type="radio"/>
Incinerators	<input type="radio"/>	<input type="radio"/>	(1000 or more cars)	<input type="radio"/>	<input type="radio"/>
Power generating plants	<input type="radio"/>	<input type="radio"/>	Heavy travelled highway	<input type="radio"/>	<input type="radio"/>
Oil refineries	<input type="radio"/>	<input type="radio"/>	(6 or more lanes)	<input type="radio"/>	<input type="radio"/>
Cement plants	<input type="radio"/>	<input type="radio"/>	Other _____	<input type="radio"/>	<input type="radio"/>

Comments: _____

Source documentation

27. Soil Stability, Erosion, and Drainage (see EF 1.2 of Handbook 1390.2)

Slopes: ☒ Not Applicable ☐ Steep ☐ Moderate ☐ Slight

Is there evidence of slope erosion or unstable slope conditions on or near the site?
☐ Yes ☐ No

Is there evidence of ground subsidence, high water table, or other unusual conditions on the site?
☐ Yes ☐ No

Is there any visible evidence of soil problems (foundations cracking or settling, basement flooding, etc.) in the neighborhood of the site?
☐ Yes ☐ No

Have soil studies or borings been made for the project site or the area?
☐ Yes ☐ No ☐ Unknown

Do the soil studies or borings indicate marginal or unsatisfactory soil conditions?
☐ Yes ☐ No

Is there indication of cross-lot runoff, swales, drainage flows on the property?
☐ Yes ☐ No

Are there visual indications of filled ground?
☐ Yes ☐ No

If your answer is YES, was a 79(g) report/analysis submitted?
☐ Yes ☐ No

Are there active rills and gullies on site?
☐ Yes ☐ No

If the site is not to be served by a municipal waste water disposal system, has a report of the soil conditions suitable for on-site septic systems been submitted?
☐ Yes ☐ No ☐ N.A.

Is a soils report (other than structural) needed?
☐ Yes ☐ No

Are structural borings or a dynamic soil analysis/geological study needed?
☒ Yes ☐ No

Comments:

Source documentation

28. Nuisances and Hazards (see EF 1.3 and 1.4 of Handbook 1390.2)

Will the project be affected by natural hazards:

	Yes	No		Yes	No
Faults, fracture	<input checked="" type="radio"/>	<input type="radio"/>	Fire hazard materials	<input checked="" type="radio"/>	<input type="radio"/>
Cliffs, bluffs, crevices	<input checked="" type="radio"/>	<input type="radio"/>	Wind/sand storm concerns	<input checked="" type="radio"/>	<input type="radio"/>
Slope-failures from rains	<input checked="" type="radio"/>	<input type="radio"/>	Poisonous plants, insects, animals	<input checked="" type="radio"/>	<input type="radio"/>
Unprotected water bodies	<input checked="" type="radio"/>	<input type="radio"/>	Hazardous terrain features	<input checked="" type="radio"/>	<input type="radio"/>

Will the project be affected by built hazards and nuisances:

	Yes	No		Yes	No
Hazardous street	<input checked="" type="radio"/>	<input type="radio"/>	Inadequate screened drainage catchments	<input checked="" type="radio"/>	<input type="radio"/>
Dangerous intersection	<input checked="" type="radio"/>	<input type="radio"/>	Hazards in vacant lots	<input checked="" type="radio"/>	<input type="radio"/>
Through traffic	<input checked="" type="radio"/>	<input type="radio"/>	Chemical tank-car terminals	<input checked="" type="radio"/>	<input type="radio"/>
Inadequate separation of pedestrian/vehicle traffic	<input checked="" type="radio"/>	<input type="radio"/>	Other hazardous chemical storage	<input checked="" type="radio"/>	<input type="radio"/>

	Yes	No		Yes	No
Children's play areas located next to freeway or other high traffic way	<input type="radio"/>	<input type="radio"/>	High-pressure gas or liquid petroleum transmission lines on site	<input type="radio"/>	<input type="radio"/>
Inadequate street lighting	<input type="radio"/>	<input type="radio"/>	Overhead transmission lines	<input type="radio"/>	<input type="radio"/>
Quarries or other excavations	<input type="radio"/>	<input type="radio"/>	Hazardous cargo transportation routes	<input type="radio"/>	<input type="radio"/>
Dumps/sanitary landfills or mining	<input type="radio"/>	<input type="radio"/>	Oil or gas wells	<input type="radio"/>	<input type="radio"/>
Railroad crossing	<input type="radio"/>	<input type="radio"/>	Industrial operations	<input type="radio"/>	<input type="radio"/>

Will the project be affected by nuisances:

	Yes	No		Yes	No
Gas, smoke, fumes	<input type="radio"/>	<input type="radio"/>	Unightly land uses	<input type="radio"/>	<input type="radio"/>
Odors	<input type="radio"/>	<input type="radio"/>	Front-lawn parking	<input type="radio"/>	<input type="radio"/>
Vibration	<input type="radio"/>	<input type="radio"/>	Abandoned vehicle	<input type="radio"/>	<input type="radio"/>
Glare from parking area	<input type="radio"/>	<input type="radio"/>	Vermine infestation	<input type="radio"/>	<input type="radio"/>
Vacant/boarded-up buildings	<input type="radio"/>	<input type="radio"/>	Industrial nuisances	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	Other _____	<input type="radio"/>	<input type="radio"/>

Comments: _____

Source documentation _____

29. Water, Supply, Sanitary Sewers, and Solid Waste Disposal (see EF 2.1, 2.2, and 2.4 of Handbook 1390.2)

Is the site served by an adequate and acceptable:

water supply

☐ Yes ☐ No ☐ Municipal ☐ Private;

sanitary sewers and waste water disposal systems

☐ Yes ☐ No ☐ Municipal ☐ Private;

and trash collection and solid waste disposal

☐ Yes ☐ No ☐ Municipal ☐ Private.

If the water supply is non-municipal, has an acceptable "system" been approved by appropriate authorities and agencies?

☐ Yes ☐ No

If the sanitary sewers and waste water disposal systems are non-municipal, has an acceptable "system" been approved by appropriate authorities and agencies?

☒ Yes ☐ No

Comments: _____

Source documentation _____

31. Schools, Parks, Recreation, and Social Services (see U/EF 4, 5, and 6 of Handbook 1390.2)

Will the local school system have the capability to service the potential school age children from the project?

☐ Yes ☐ No

Are parks and play spaces available on site or nearby?

☐ Yes ☐ No

Will social services be available on site or nearby for residents of the proposed project?

☐ Yes ☒ No

Comments: _____

Source documentation _____

32. Emergency Health Care, Fire and Police Services (see U/EF 7, 8, and 9 of Handbook 1390.2)

Are emergency health care providers located within reasonable proximity to the proposed project?

☐ Yes ☐ No Approximate response time: _____

Are police services located within reasonable proximity to the proposed project?

☐ Yes ☐ No Approximate response time: _____

Is fire fighting protection ☐ municipal ☐ volunteer adequate and equipped to service the project?

☐ Yes ☐ No Approximate/estimated response time: _____

Comments: _____

Source documentation _____

33. Commercial/Retail and Transportation (see U/EF 10 and 11 of Handbook 1390.2)

Are commercial/retail shopping services nearby?

☐ Yes ☐ No

Is the project accessible to employment, shopping and services by

☐ public transportation or ☐ private vehicle?

Is adequate public transportation available from the project to these facilities?

☐ Yes ☐ No

Are the approaches to the project convenient, safe and attractive?

☐ Yes ☐ No

11. Conditions and Requirements for Approval:

Are mitigation measures required?

☐ Yes ☐ No

If your answer is YES, list and describe: _____

Brief Description of the Project: _____

Field Inspection on: (date)

By: (signature)



Initial Inspection Form for the Housing Rehab Program

Date: _____ Initials: _____

Address: _____

Name/Phone: _____

Item	Notes	
Plumbing		
Electric		
Heating		
Water Heater		
Roofing, Chimney Flashing		
Gutters, Downspouts		
Chimney & Cap Condition		
Siding & trim		
Primary Windows		
Storm Windows		
Primary Doors		
Storm Doors		
Porch Condition, front		
Porch condition, side/rear		
Rescue Platform		
Foundation condition		
Exterior Concrete		
Attic Insulation (R-38)		
Smoke Detectors		
Carbon Monoxide Detector		
Flooring		
Interior steps/handrails		
Ceilings, Walls, Trim		
Interior doors		
Window Condition, details	Upper	Lower
North		
South		
East		
West		
Additional Notes		





City of Racine

Department of Housing – 730 Washington Avenue, Room 102
Racine, Wisconsin 53403

Phone (262) 636-9197

William Bielefeldt Direct Line (262) 636-9117

Fax (262) 635-5347, Email: William.Bielefeldt@CityofRacine.org

CONTRACTORS BID AND PROPOSAL

Bids are due on or before _____, 2010 at the City of Racine Housing Department, deliverable to City Hall, 730 Washington Avenue, Room 102, Racine, WI 53403, or by fax to 262-635-5347 or by e-mail to William.Bielefeldt@CityofRacine.org.

Name of Owner: _____

Address: _____

Phone Number: _____

Having carefully examined the property and the contract, the undersigned proposed to furnish all labor, material and equipment and to perform all work for the above named project in strict accordance with the Specifications, schedules and considerations including all taxes and permits.

TOTAL BID: \$ _____

Name of Firm/Individual _____

Address of Firm/Individual _____

Phone/Fax/Email _____

Signature of Contractor _____

Date _____

The following items listed in the specification will be done for the above quoted price (List number and letter).





Department of City Development
730 Washington Avenue, Racine, Wisconsin 53403
Phone: (262) 636-9151 FAX: (262) 635-5347

MEMORANDUM

DATE:

TO: Landmarks Preservation Commission

FROM: William Bielefeldt, Housing Technician

RE: (insert address)

The property located at the above address has been approved for a rehabilitation loan or grant from the City of Racine using federal funds. Please review the attached specifications and photographs and provide your comments.

CONTRACT FOR HOUSING REHABILITATION WORK

CITY OF RACINE

Loan Number:

Contract Price: \$

Owner(s):

Owner(s) Address:

Owner(s) Phone/Email:

Property Address:

THIS AGREEMENT, made this ____th day of _____, 2010 is made by and between _____, herein called OWNER, whether singular or plural, and each Contractor listed below, separately and not in the aggregate, and for the amount specified for work to be performed at _____, Racine, Wisconsin.

Contractor	Amount	Date to Be Complete By
	\$	
	\$	
	\$	
	\$	
Contract Price	\$	
Loan Fee	\$185.00	
Risk Assessment	\$	
Building Inspection Fee	\$	
Total	\$	
Less Home Grant #	\$	
Total	\$	
Contingency	\$	
MORTGAGE	\$	

WITNESS: That for and in consideration of the payment and agreement herein specified to be made and performed by the Owner, each undersigned Contractor hereby agrees to commence and complete the work described herein and in the documents made a part hereof.

GENERAL CONDITIONS

1. Contract Documents. The Contract Documents that comprise this Contract consist of this Contract, as executed by the Owner and the Contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor, and each of which is hereby incorporated into this Contract by reference: (a) the Contractor's Bid and Proposal, signed and dated by the Contractor; (b) a lead-bearing paint hazard risk assessment, completed by a certified Risk Assessor, if the bid is over \$5,000.00; (c) the Specifications, including any Plan Drawings; and (d) the Order to Proceed, for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict conformance with the Contract Documents.
2. Acceptance of Contractor's Bid and Proposal. The Contractor's Bid and Proposal for the rehabilitation work provided for in this Contract was submitted in writing. The Contractor's Bid and Proposal has been accepted by the Owner as of the date of this Contract, the said date being within 90 days from the date of Bid Opening. The Contractor states that he or she has secured his bid without the assistance of anyone connected with the work to be done on the property including the City of Racine, Department of Housing. The Contractor further states that he has not collaborated with any other Contractor to fix prices for the work to be done.
3. Scope of Work. The Contractor shall furnish all necessary materials, equipment, tools, labor and supervision necessary to perform, and shall perform, all of the rehabilitation work provided for in this Contract relating to the property described as the Property Address. The Contractor shall employ safe work practices and occupant protection and work site preparation methods as necessary.
4. Time of Performance. The Contractor may commence the rehabilitation work provided for in the Contract any time after receiving the Order to Proceed referred to in Sec. 6 of this Contract, and shall satisfactorily complete such work by the date listed as Completion Date on the Order to Proceed. In the event the work is not completed by such date, the City and/or Owner may enforce a penalty of \$50.00 per day until completion. The Owner may terminate the agreement at any time after the Completion Date if the work is not finished. All rehabilitation work provided for in this Contract shall be done in a competent and workmanlike manner and to manufacturer specification or to applicable codes.
5. Inspection. During the performance of the rehabilitation work, the Contractor and the Owner shall permit the City of Racine, Wisconsin or its designee to inspect the rehabilitation work. The Contractor and Owner shall also permit the City's Building Inspection Department to examine the work as necessary to assure that the rehabilitation work being performed by the Contractor, (a) will bring the property being rehabilitated into compliance with the requirements of applicable local codes and ordinances; and (b) is being completed in accordance with the requirements of this contract.
6. Issuance of Order to Proceed. Any other provision of this Contract to the contrary notwithstanding, the Contractor shall not commence the rehabilitation work provided for in

this Contract until the Owner has issued a written Order to Proceed to the Contractor. If the Contractor does not receive the written Order to Proceed from the City within 30 days from the date of signing this Contract, the Contractor, at his option, may withdraw said Bid and Proposal, in which event this Contract shall be considered terminated.

7. Permits and Codes. The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the rehabilitation work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes, ordinances and regulations of the City. Proof of permit shall be submitted at the time of the first payments request. Proof of the final inspection shall be submitted with final payment request. Before installing any work, the Contractor shall examine the Specifications, including the Plan Drawings, if any, for compliance with the applicable codes, ordinances and regulations of the City of Racine, and shall immediately report any discrepancy to the City. Where the requirements of the Specifications, including the Plan Drawings, if any, fail to comply with applicable codes, ordinances or regulations, the City will adjust this Contract by Change Order to comply with such codes, ordinances or regulations, unless written waivers covering the difference have been granted by the appropriate agency or department of the City, and make appropriate adjustment in the Contract Price, by Agreement of the Parties.

If the Contractor should fail to observe the foregoing provisions, and proceeds with the installation of any work not in compliance with the applicable codes, ordinances or regulations of the City, including any written waivers, notwithstanding the fact that such installation is in compliance with the Specifications, including the Plan Drawings, if any, the Contractor shall correct such work without cost to the Owner, but a Change Order will be issued by the Owner and approved by the City to cover only the excess cost that the Contract would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

8. Care of Work. The Contractor shall keep the premises clean and orderly during the course of the rehabilitation work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance of the work, and shall remove all debris on completion of the work. Materials and equipment that have been removed as part of the work shall belong to the Contractor.

The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

9. Laws, Regulations, and Permits. The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Contractor shall also be liable for all violations of the law in connection with the project. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the Contractor shall bear all costs arising therefrom.

10. Liability and Insurance. The Contractor shall not commence work under a contract until the contractor has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner and the City, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor.

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

(a) Worker's Compensation and Employers Liability Insurance. The Contractor shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(b) Commercial General Liability and Automobile Liability Insurance. The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability – Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
4. Professional Liability - One million dollars (\$1,000,000) per claim and annual aggregate.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises occupied or used by the Contractor; and vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty ((60) days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
6. Such liability insurance shall indemnify the City of Racine against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The Contractor shall, upon demand of the City of Racine, deliver to the City of Racine such policy or policies of insurance and the receipts for payment of premiums thereon.

- (c) Sub-Contractors. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

- (d) Evidences of Insurance. Prior to execution of the agreement, the Contractor shall file with the City of Racine, a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all Required Provisions 1-5 (above).

The Contractor shall, upon demand of the City of Racine, deliver to the City of Racine, copies of such policy or policies of insurance and the receipts for payment of premiums thereon, for review.

11. Contractor to Hold City Harmless/Indemnification. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Racine. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or City of Racine's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, or any of its elected officials, officers, employees, or authorized representatives or volunteers by an employee of the Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse City of Racine, or any of its elected officials, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, or any of its elected officials, officers, employees, or authorized representatives or volunteers.

12. General Guaranty. The Contractor shall guarantee the rehabilitation work performed under this Contract for a period of one year from the date of occupancy all work required by this Contract, and shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting there from which shall appear within the period of one year from the date of occupancy. In addition, the Contractor shall furnish the Owner with all manufacturers and suppliers written warranties covering materials and equipment furnished under this Contract. All warranties and material specifications shall be placed in the kitchen for the new owner. This general guaranty shall not limit other remedies under the law.
13. Changes in the Work. No changes, alterations, additions, deletions, or substitutions shall be made in the work or materials called for in the Specifications, including the Plan Drawings, if any, which are part of this Contract, except by written Change Order signed by the Owner, City, and the Contractor. All proposed Change Orders shall be reviewed and approved by the City of Racine, before such work is done.
14. Lead-bearing Paint. The Contractor agrees to abide by all Federal, State and municipal regulations and requirements regarding lead-bearing paint poison prevention and hazard reduction and agrees not to use lead-bearing paint in the performance of this Contract, including the performance of any subcontractor. "Lead-bearing paint" means paint or other surface coatings that contain lead equal to or exceeding .7 microgram per square centimeter or 0.06 percent by weight. As necessary, the Contractor agrees to employ work crews or subcontractor certified by the State of Wisconsin to perform lead-bearing paint hazard reduction work. Contractor shall provide copies of State of Wisconsin license cards for all workers and supervisors, and a copy of the company certificate before starting work.
15. Payments. Each Contractor will be paid in either one lump sum or partial payments. In either case, the Contractor will present to the City an Authorization Voucher listing the items completed and the amount due. The Contractor will then bring the signed voucher, a bill and a lien waiver for the items to be paid for, to the City for payment. Proof of permit shall be submitted at the time of the first payments request. Proof of the final inspection

shall be submitted with final payment request. A 10% retainage fee will be held on all partial payments which shall be paid out at the final draw to the Contractor. Progress inspections and a final inspection will be made by the City upon completion of activities the contract. As necessary the Contractor shall cause a clearance test to be conducted following lead-bearing paint hazard reduction activities to determine that the activities are complete and that no soil-lead hazards or dust-lead hazards exist in the dwelling unit or worksite. The clearance test shall be conducted by a person certified by the State of Wisconsin as Lead Risk Assessor or Lead Hazard Investigator. A final payment shall not be made until a satisfactory clearance test in accordance with Wisconsin Administrative Code HFS 163 has been received by the Housing Department.

16. Lien Waivers. Contractor agrees to defend, indemnify the Owner from any claims for unpaid work, labor, or materials with respect to the Contractor's performance. Payment shall be not be due until the Contractor has delivered to the Owner and City release of all liens arising out of the Contractor's performance or receipt in full covering all labor and materials for which a lien could be filed.
17. Anti-Lobbying. To the best of their knowledge and belief ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
18. Other Federal Requirements. Comply with other federal rules as applicable including: Section 3 of the HUD Act of 1968, Executive Orders 11625, 124432, and 12138 (Minority/Women business enterprises, Fair Housing Act, 24CFR 100); Age Discrimination Act – 1972, 24 CFR 146, Section 504 Rehabilitation Act of 1973, 24CFR 8; and Executive Order 11246 (Equal Employment Opportunity), 42 CFR 60.
19. Termination. In the event that the Contractor defaults with respect to any material provision herein, including timeliness of work, the Owner may terminate this agreement upon five (5) days written notice to the Contractor. Prior to such notice of termination, the Owner shall inform the Contractor of the nature of the default and shall give the Contractor five (5) days written notice to cure such default. In the event of termination hereunder, the City shall be obligated to pay the Contractor only the reasonable value of the work performed by the Contractor.

CONTRACTORS:

Signature

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

OWNER(S):

Signature

Date

Signature

Date

WITNESS:

Signature

Date





City of Racine

Department of Housing – 730 Washington Avenue, Room 102
Racine, Wisconsin 53403

Phone (262) 636-9197

William Bielefeldt Direct Line (262) 636-9117

Fax (262) 635-5347, Email: William.Bielefeldt@CityofRacine.org

Change Order

Changer Order #:

Loan #:

Owner(s):

Address:

Contractor:

Completion Date:

Changes:

Original Contract Amount	\$
Previous Changes (+/-)	\$
Sub Total	\$
This Change Order (+/-)	\$
New Total	\$

Check One

- ☐ This change order will be funded by the contingency fund.
☐ This change order will be funded by the owner.
☐ Other.

CONTRACTOR:

Signature

Date

OWNER(S):

Signature

Date

Signature

Date

HOUSING DEPARTMENT:

Signature

Date



City of Racine

Department of Housing – 730 Washington Avenue, Room 102
Racine, Wisconsin 53403

Phone (262) 636-9197

William Bielefeldt Direct Line (262) 636-9117

Fax (262) 635-5347, Email: William.Bielefeldt@CityofRacine.org

Extension of Time

Owner:

Address:

Contractor:

Date of Contract:

Contracted Completion Date:

I, _____, the Owner of _____ hereby
grant an extension of _____ days to the above contractor to complete work on the
above listed contract and address.

CONTRACTOR:

Signature

Date

OWNER(S):

Signature

Date

Signature

Date

HOUSING DEPARTMENT:

Signature

Date



MORTGAGE NOTE

(Do not use for a loan of \$25,000 or less to individual(s) for personal, family or household purposes unless the loan is secured by a first mortgage or equivalent security interest.)

Boxes checked are applicable.
Boxes not checked are inapplicable.

(MAKER(S)) _____ (DATE) _____ \$ _____
1. **Promise to Pay and Payment Schedule.** I promise to pay to the order of _____ ("Lender") at _____, Wisconsin, the principal sum of \$ _____ plus interest on the unpaid principal balance, according to the following schedule:

Lender is under no obligation to refinance the final payment at maturity.

2. **Interest Calculation.** [Check (a), (b) or (c); only one shall apply.] This Note bears interest on the unpaid principal balance before maturity:

- ☐ (a) **Fixed Rate.** At the annual rate of _____ %
- ☐ (b) **Stepped Fixed Rate.** At the annual rate ("Note Rate") of n/a % until n/a and n/a % thereafter.
- ☐ (c) **Variable Rate.** At the annual rate ("Note Rate") which shall equal the Index Rate (as defined below), ☐ plus ☐ minus _____ percentage points, subject, however, to the following adjustments. The Note Rate shall be adjusted on _____ (each a "Change Date"). However, the Note Rate will not exceed _____ % per year and will not be less than _____ % per year, and until the first Change Date the Note Rate shall be _____ % per year.
The Index Rate is: _____

If the Index Rate ceases to be available to Lender during the term of this Note, Lender may substitute a comparable index. The Index Rate may or may not be the lowest rate charged by Lender.

☐ The Note Rate will never be increased or decreased on any single Change Date defined above by more than _____ percentage points from the rate of interest in effect immediately prior to that Change Date.

Lender may decline to implement in full or in part any authorized increase in the Note Rate, and such increase declined by Lender may thereafter be used either to offset any subsequent decrease in the Index Rate or to supplement any subsequent increase in the Index Rate on any Change Date.

- (d) If box 2(b) or 2(c) is checked, an adjustment in the Note Rate will result in an increase or decrease in (1) ☐ the amount of each payment of interest, (2) ☐ the amount of the final payment, (3) ☐ the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) ☐ the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, or (5) ☐ the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, and I agree to pay any such additional payments or amounts.

☐ (e) Interest is computed for the actual number of days principal is unpaid ☐ on the basis of a 360 day year (which means that the stated interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year) ☐ on the basis of a 365 day year.

☐ (f) Interest is computed for the number of days principal is unpaid on the basis of a 360 day year, counting each day as one thirtieth of a month and disregarding differences in lengths of months and years.

All unpaid principal and accrued interest bear interest after maturity, whether occurring by acceleration or lapse of time, until paid, at the rate(s) ☐ stated under 2(a) or 2(b) or 2(c) above, as applicable, plus _____ percentage points ☐ of _____ % per year computed on the same basis as interest is computed before maturity.

3. **Other Charges.** If any payment is not made on or before the _____ day after its due date, Lender may collect a delinquency charge of _____ % of the unpaid amount. I agree to pay a charge of \$ _____ for each check presented for payment under this Note which is returned unsatisfied.

4. **Security.** ☐ This Note is secured by real estate under agreement(s) dated _____ from _____ to Lender.
☐ This Note is secured by a dwelling under security agreement(s) dated _____ from _____ to Lender.

5. **Additional Terms.** This Note is subject to the following additional terms:

- ☐ I authorize Lender to automatically deduct payments due under this Note from an account I will maintain with Lender. I will keep sufficient funds in _____ the account to pay the full amount of each payment on the date it is due.
- ☐ Any installment paid within _____ days (not more than 30) prior to or after its due date is considered paid on the due date of the installment solely for purposes of determining interest earned on this Note and not for purposes of determining default or delinquency charges.
- ☐ This Note renews and does not satisfy or discharge a note I executed to Lender on _____.

6. **Prepayment.** Full or partial prepayment of this Note ☐ is permitted at any time without penalty ☐ _____

Upon prepayment in full, unearned interest will be refunded to the extent required by law. Lender may apply prepayments to such future installments as it elects.

7. **For Wisconsin residents only:** I, _____, am ☐ married ☐ unmarried ☐ legally separated. If I am married and my spouse is not signing below, the name of my spouse is _____ and my spouse resides at ☐ the address shown below or at ☐ _____.

VARIABLE RATE DISCLOSURES

If box 2(c) above is checked, this Note contains a variable interest rate provision. The following disclosures are applicable if this Note is secured by a first lien real estate mortgage or equivalent security interest on a one-to-four family dwelling used as my principal place of residence. If box 2(c) is checked, an increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest, and the current Index Rate value is _____ %. Except for payment of the prepayment penalty described in section 6 above, if any, I may prepay this Note in whole or in part at any time without penalty. Unless this Note is secured by an equivalent security interest as described above, notice of any interest rate increase must be given to me.

I acknowledge receipt of a completed copy of this Note. "I", "my" and "me" includes each person who signs this Note and our obligations are joint and several. This Note includes the Additional Provisions on page 2.

X _____ (SEAL)	X _____ (SEAL)
_____ (Customer Address)	X _____ (SEAL)
_____	X _____ (SEAL)

FOR LENDER CLERICAL USE

ADDITIONAL PROVISIONS

8. **Default and Enforcement.** If I fail to make a payment under this Note when due, and the default continues for 10 days, or upon the occurrence of an event of default described in any agreement securing this Note, Lender may declare the entire balance of principal and accrued interest to be immediately, without notice or demand. All payments shall be applied in such manner as Lender determines to interest, principal and payments due under this Note or any agreement securing this Note. I agree to pay all costs of collection before and after judgment, including, to the extent not prohibited by law, reasonable attorneys' fees.

9. Other Security. Unless a lien is prohibited by law or would render a nontaxable account taxable, I grant to Lender a security interest and lien in any deposit account I may at any time have with Lender. Lender may at any time after the occurrence of an event of default, without notice or demand, set-off any amount unpaid on this Note against any deposit balances I may at any time have with Lender, or other money now or hereafter owed me by Lender. This Note is also secured by any existing mortgages(s) described on page 1, and by any future mortgage(s) that provides that the mortgage secures this Note and by all existing and future security agreements covering personal property (other than a dwelling, unless the security agreement granting a security interest in the dwelling is disclosed on page 1), between Lender and any of us, between Lender and any guarantor or indorser of this Note, and between Lender and any other person providing collateral security for my obligations and payment may be accelerated according to any of them.

10. Rights of Lender. Presentment, protest, demand and notice of dishonor are waived. Without affecting my liability or the liability of any indorser, surety or guarantor, Lender may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it.

11. **Agreements of Maker.** I acknowledge that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to me for, the collectability or enforceability of this Note or the financial condition of any of us. Each of us independently determined our creditworthiness and the enforceability of this Note.

12. Interpretation. This Note is intended by Lender and me as a final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing. If the loan evidenced by this Note is an alternative mortgage transaction as defined under the Alternative Mortgage Transaction Parity Act of 1982, 12 USC §3801 et seq. (the "Act"), Lender elects to make the loan in accordance with federal regulations as permitted under the Act. Except as provided above, the validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are otherwise preempted by federal law. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note. This Note benefits Lender, its successors and assigns, and binds me and my heirs, personal representatives and assigns.

13. Other Provisions . (If none stated there are no other provisions.)

PAYMENTS

[illegible]

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Real Estate Mortgage
Page 1 of 3

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) to the extent not prohibited by the Wisconsin Consumer Act, if applicable, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future primarily for personal, family or household purposes by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor and agreed in documents evidencing the transaction to be secured by this Mortgage, plus all interest and charges, plus (c) all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future other than primarily for personal, family or household purposes by Lender to any Mortgagor, any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (d) to the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers reasonably satisfactory to Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's satisfaction, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

8. Mortgagor's Covenants. Mortgagor covenants:

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and
- (l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenantable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Unless prohibited by the Wisconsin Consumer Act, if applicable, such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by § 425.105, Wis. Stats., if applicable, or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver and Consent. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Unless prohibited by the Wisconsin Consumer Act, if applicable, each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the

Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. Other Provisions. (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT

(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed _____
(Date)
_____(SEAL)

(Type of Organization)

(State of Organization)

(Organizational I.D. Number, if any)

By: _____(SEAL) _____(SEAL)
By: _____(SEAL) _____(SEAL)
By: _____(SEAL) _____(SEAL)
By: _____(SEAL) _____(SEAL)

AUTHENTICATION

OR

ACKNOWLEDGMENT

Signatures of _____

STATE OF _____

County of _____

SS.

This instrument was acknowledged before me on _____

by _____

(Name(s) of persons(s))

as _____

(Type of authority, e.g., officer, trustee, etc., if any)

of _____

(Name of party on behalf of whom instrument was executed, if any)

*

Notary Public, _____

My Commission _____

authenticated this _____ day of _____

Title: Member State Bar of Wisconsin or _____

authorized under § 706.06, Wis. Stats.

This instrument was drafted by _____

*Type or print name signed above.

NOTICE OF RIGHT TO CANCEL

(For use by lender in closed-end credit)

YOUR RIGHT TO CANCEL

(Check Only One)

☐ **New Mortgage, Lien or Security Interest.** You are entering into a transaction that will result in a mortgage, lien or other security interest on your home. You have a legal right under federal law to cancel this transaction without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____ ; or

(2) the date you received your Truth-in-Lending disclosures; or

(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on your home has been cancelled and we must return any money you have given to us or anyone else in connection with this transaction.

You may keep any money we have given you until we have done the things mentioned above, but you must then offer to return the money at the address below. If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

☐ **Increase in Credit.** You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is security for this new transaction. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is _____ ; or

(2) the date you received your Truth-in-Lending disclosures; or

(3) the date you received this notice of your right to cancel.

If you cancel this new transaction, it will not affect any amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction, we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

You may keep any money we have given you in this new transaction until we have done the things mentioned above, but you must then offer to return the money at the address below. If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us, in writing, _____ at _____.

(NAME AND ADDRESS OF LENDER)

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating _____ and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (or midnight of the third business day following the latest of the three events listed above.) If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

CUSTOMER'S SIGNATURE _____

DATE _____

RECEIPT

(Sign upon receipt of this notice)

We acknowledge receipt of two copies of this notice and warrant that we are the only persons whose ownership interest in the home will be subject to the security interest.

Dated _____

X _____

X _____

X _____

X _____

CUSTOMER CONFIRMATION OF NONCANCELLATION

(Sign only after expiration of 3-day rescission period.)

More than 3 business days have elapsed since the date of this transaction and we received this notice and Truth-in-Lending disclosures with regard to this transaction. We certify that this transaction has not been cancelled.

Dated _____

X _____

X _____

X _____

X _____

LENDER CONFIRMATION OF NONCANCELLATION

(Sign only after expiration of 3-day rescission period.)

I personally talked to each of the above customer(s) on _____ and verbally confirmed their decision to not cancel this transaction.

Dated _____

SIGNATURE OF PERSON MAKING CONFIRMATION _____

ESTIMATED TRUTH-IN-LENDING DISCLOSURES

NAME AND ADDRESS
OF APPLICANT

NAME OF LENDER

DATE OF APPLICATION

ESTIMATED TRUTH-IN-LENDING DISCLOSURES

THESE DISCLOSURES ARE ESTIMATES REQUIRED BY FEDERAL LAW AND ARE NOT A LOAN COMMITMENT. Any commitment or loan subsequently made by us may be on credit terms different from those disclosed.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. %	FINANCE CHARGE The dollar amount the credit would cost you. \$	Amount Financed The amount of credit that would be provided to you or on your behalf. \$	Total of Payments The amount you would have paid after you have made all payments as scheduled. \$	(ALL NUMERICAL DISCLOSURES EXCEPT LATE CHARGES ARE ESTIMATED) (Boxes not checked are inapplicable)
---	---	---	---	---

Your Payment Schedule would be:

Number of Payments	Amount of Payments	When Payments Would Be Due
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Variable Rate.

☐ The loan would contain a variable rate feature. Disclosures about the variable rate feature were provided to you earlier.

☐ The annual percentage rate may increase during the term of the loan if

The rate will not increase more than . The maximum rate increase at one time will be %.

The rate will not increase above % Any increase will take the form of .

If the interest rate increases by % in my .

Demand.

Your loan ☐ Would be payable on demand and all disclosures are based on an assumed maturity of one year.
☐ Would have a demand feature.

Security.

The Lender has or would acquire a security interest in:
☐ The property being purchased. ☒ Deposit accounts you may have with us.
☐
☒ Collateral securing other loans with us may also secure this loan. (BRIEF DESCRIPTION OF OTHER COLLATERAL)

☐ Required Deposit.

The Annual Percentage Rate does not take into account your required deposit.

Filing/Recording Fees.

\$

Late Charge.

If a payment is not paid on or before the day after its due date, you may be charged % of the unpaid amount or \$, whichever is less, but there will be no late charge on the final payment; or % of the unpaid amount but there will be no late charge on the final payment.

Prepayment.

If you pay off early ☐ you may be entitled to a refund of part of the finance charge ☐ you would not be entitled to a refund of part of the finance charge ☐ you may have to pay a penalty ☐ you would not have to pay a penalty ☐ you may be charged a minimum finance charge.

Assumption.

☐ Someone buying your house may, subject to conditions, be allowed to assume the remainder of the mortgage you've applied for on the original terms.
☐ Someone buying your house could not assume the remainder of the mortgage you've applied for.

You should see your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

INSURANCE

Credit life and credit accident and sickness insurance are not required to obtain credit, and will not be provided unless you sign a separate request for the insurance and agree to pay the additional cost. Please inquire at the Lender if you wish to obtain such insurance.

You may obtain property and liability insurance from anyone you want that is acceptable to Lender. If you get the property and liability insurance from Lender, you would pay \$ for estimated term of months. If you get the flood insurance from Lender, you would pay \$ for an estimated term of months.

For Lender Clerical Use

Loan Officer

This Statement Mailed or Delivered on

FEDERAL TRUTH-IN-LENDING LOAN DISCLOSURES

The following information relates to an application, commitment letter or note dated _____, for a loan from _____ ("Lender") and except as indicated below replaces any prior truth-in-lending disclosures.

See Itemization of Amount Financed and Other Charges on Page 2.

1. Disclosures. Amounts disclosed below are computed on the assumption that all payments will be made when due.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. %	FINANCE CHARGE The dollar amount the credit will cost me. \$	Amount Financed The amount of credit provided to me or on my behalf. \$	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$	("e" means an estimate) (Boxes not checked are inapplicable)
My Payment Schedule will be:				
Number	Amount	When Payments Are Due		
	\$			
	\$			
	\$			
	\$			
	\$			
	\$			
	\$			
	\$			
	\$			

Variable Rate.

☐ The loan contains a variable rate feature. Disclosures about the variable rate feature were provided to me earlier.

☐ The annual percentage rate may increase during the term of the loan if _____

The rate will not increase more than _____. The maximum rate increase at one time will be _____%.

The rate will not increase above _____%. Any increase will take the form of _____.

If the interest rate increases by _____% in _____ my _____.

Demand. This loan: ☐ Is payable on demand and all disclosures are based on an assumed maturity of one year. ☐ Has a demand feature.

Security. The Lender has or will acquire a security interest in: ☐ The property being purchased. ☒ Deposit accounts I may have with Lender.

☐ _____
(BRIEF DESCRIPTION OF OTHER COLLATERAL)

☒ Collateral securing other loans with Lender may also secure this loan.

☐ **Required Deposit.** The Annual Percentage Rate does not take into account my required deposit.

Filing/Recording Fees. \$ _____.

Late Charge. If a payment is not paid on or before the _____ day after its due date, I may be charged: ☐ _____% of the unpaid amount or \$ _____, whichever is less, but there will be no late charge on the final payment; or ☐ _____% of the unpaid amount ☐ but there will be no late charge on the final payment.

Prepayment. If I pay off early ☐ I may be entitled to a refund of part of the finance charge ☐ I will not be entitled to a refund of part of the finance charge ☐ I may have to pay a penalty ☐ I will not have to pay a penalty ☐ I may be charged a minimum finance charge.

Assumption. ☐ Someone buying my house may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms. ☐ Someone buying my house cannot assume the remainder of the mortgage.

I should see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

I am not required to complete this agreement merely because I have received these disclosures or signed a loan application.

2. I may obtain property, liability and flood insurance from anyone I want that is acceptable to Lender. If I get the property and liability insurance from Lender, I will pay \$ _____ for an estimated term of _____ months. If I get the flood insurance from Lender, I will pay \$ _____ for an estimated term of _____ months.

3. I have received a completed copy of this statement. Dated _____.

X
* _____ CUSTOMER

X
* _____ CUSTOMER

X
* _____ CUSTOMER

X
* _____ CUSTOMER

*(Type or print name signed above.)

Itemization of Amount Financed and Other Charges

(a) Amount paid directly to me or to me and another (a) \$

(b) Amounts credited on my loan accounts at Lender

(1)		\$	
(2)		\$	
(3)		\$	
(4)		\$	
(5)		\$	

Total amount credited on my loan accounts at Lender (b) \$

(c) Amounts paid to others on my behalf

which are being financed from loan proceeds

	Paid in Cash Not Financed	Being Financed
(1) To seller: _____ (NAME)	\$	\$
(2) To _____	\$	\$
(3) To _____	\$	\$
(4) To _____	\$	\$
(5) To _____	\$	\$
(6) To _____	\$	\$
(7) To _____	\$	\$
(8) To _____	\$	\$
(9) To _____	\$	\$
(10) To _____	\$	\$
(11) To _____	\$	\$
(12) To _____	\$	\$
(13) To _____	\$	\$
(14) To _____	\$	\$
(15) To _____	\$	\$
(16) To _____	\$	\$
(17) To public officials or government agencies	\$	\$
(18) To appraiser	\$	\$
(19) To credit reporting agency	\$	\$
(20) To property and liability insurance company	\$	\$
(21) To title insurance company	\$	\$
(22) To credit insurance company	\$	\$
(23) To _____	\$	\$
(24) To _____	\$	\$
(25) To _____	\$	\$
(26) To _____	\$	\$
(27) To _____	\$	\$
(28) To _____	\$	\$
(29) To _____	\$	\$
(30) To _____	\$	\$
(31) To _____	\$	\$
(32) To _____	\$	\$
(33) To _____	\$	\$
(34) To _____	\$	\$
(35) To _____	\$	\$
(36) To _____	\$	\$
(37) To _____	\$	\$
(38) To _____	\$	\$
(39) To _____	\$	\$
(40) To _____	\$	\$
(41) To _____	\$	\$
(42) To _____	\$	\$
(43) To _____	\$	\$

Total amount paid to others which is being financed (Lender may be retaining a portion of this amount) (c) \$

(d) Prepaid finance charges

(1) Loan administration fee	\$
(2) Fees to be imposed by secondary market purchaser	\$
(3) Loan or origination fee	\$
(4) Prepaid interest to _____ (Date)	\$
(5) Prepaid mortgage guaranty insurance premium	\$
(6) _____	\$
(7) _____	\$
(8) _____	\$
(9) _____	\$
(10) _____	\$
(11) _____	\$
(12) _____	\$
(13) _____	\$
(14) _____	\$
(15) _____	\$
(16) _____	\$
(17) _____	\$
(18) _____	\$
(19) _____	\$

Total Prepaid Finance Charges (d) \$

(e) Amount Financed (a+b+c minus d) (e) \$

(f) Finance Charge

(1) Prepaid finance charges	\$
(2) Interest	\$
(3) Other	\$

Total Finance Charges (f) \$

(g) n/a (g) \$ 0.00

(h) Total of Payments (e+f+g) (h) \$



Good Faith Estimate (GFE)

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

- 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.
- This estimate for all other settlement charges is available through _____.
- After you lock your interest rate, you must go to settlement within _____ days (your rate lock period) to receive the locked interest rate.
- 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	Your Charges for All Other Settlement Services	\$ _____

Understanding
your estimated
settlement charges

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 _____ % is included in "Our origination charge." (See item 1 above.) <input type="checkbox"/> You receive a credit of \$ _____ for this interest rate of _____ %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ _____ for this interest rate of _____ %. 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	\$																						
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><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><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><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><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><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 _____.																								
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 \$ _____ per day for _____ days (if your settlement is _____).																								
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><thead><tr><th>Policy</th><th>Charge</th></tr></thead><tbody><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	\$																						
A + B	Total Estimated Settlement Charges	\$																						

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



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 chargeYour 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 selectTitle 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 accountDaily interest chargesHomeowner'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?				
Balloon 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





Settlement Statement (HUD-1A)

Original Form for Transactions without Sellers

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. Disbursement to Others	
800. Items Payable in Connection with Loan				1501.	
801. Our origination charge	(from GFE #1) \$			1502.	
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2) \$			1503.	
803. Your adjusted origination charges	(from GFE A)			1504.	
804. Appraisal fee to	(from GFE #3)			1505.	
805. Credit report to	(from GFE #3)			1506.	
806. Tax service to	(from GFE #3)			1507.	
807. Flood certification	(from GFE #3)			1508.	
808.					
809.					
810.					
811.					
812.					
813.					
814.					
900. Items Required by Lender to be Paid in Advance					
901. Daily interest charges from to @ \$ /day	(from GFE #10)			1509.	
902. Mortgage insurance premium for months to	(from GFE #3)			1510.	
903. Homeowner's insurance for years to	(from GFE #11)			1511.	
904.					
905.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account	(from GFE #9)			1512.	
1002. Homeowner's insurance months @ \$ per month \$				1513.	
1003. Mortgage insurance months @ \$ per month \$				1514.	
1004. Property taxes months @ \$ per month \$				1515.	
1005. City/town property taxes months @ \$ per month \$				1516.	
1006. County property taxes months @ \$ per month \$					
1007.	\$				
1008.	\$				
1009.	\$				
1010. Aggregate Adjustment	\$				
1100. Title Charges				1517.	
1101. Title services and lender's title insurance	(from GFE #4)			1518.	
1102. Settlement or closing fee	\$			1519.	
1103. Owner's title insurance	(from GFE #5)				
1104. Lender's title insurance	\$			1520. Total Disbursed	
1105. Lender's title policy limit \$				(enter on line 1603)	
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	\$				
1109.	\$				
1110.	\$				
1111.	\$				
1112.	\$				
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.	\$			N. NET SETTLEMENT	
1207.	\$			1600. Loan Amount	\$
1300. Additional Settlement Charges				1601. Plus Cash/Check from Borrower	\$
1301. Required services that you can shop for	(from GFE #6)			1602. Minus Total Settlement Charges (line 1400)	\$
1302.				1603. Minus Total Disbursements to Others (line 1520)	\$
1303.				1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	\$
1304.					
1305.					
1306.					
1307.					
1308.					
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.

See attached Addendum to Settlement Statement (HUD-1A) for additional information, if applicable.

B* = Paid outside of closing by Borrower

S* = Paid outside of closing by Seller

L* = Paid outside of closing by Lender

		Total		
	Increases between GFE and HUD-1A Charges	\$	0.00 or 0.00%	
Charges That Can Change		Good Faith Estimate	HUD-1A	
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 the results in a total initial monthly amount owed of \$ This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property taxes <input type="checkbox"/> Flood insurance <input type="checkbox"/> </div> <div> <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> <input type="checkbox"/> </div> </div>

Note: If you have any questions about this contract, please contact your lender.

Addendum to Settlement Statement (HUD-1A)

L. Settlement Charges

		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
800. Items Payable in Connection With Loan (Continued)			
815.			
816.			
817.			
818.			
819.			
820.			
821.			
822.			
823.			
824.			
825.			
826.			
827.			
828.			
900. Items Required by Lender to Be Paid in Advance (Continued)			
906.			
907.			
908.			
909.			
910.			
1100. Title Charges (Continued)			
1113.			
1114.			
1115.			
1116.			
1117.			
1118.			
1119.			
1120.			
1121.			
1122.			
1123.			
1124.			
1200. Government Recording and Transfer Charges (Continued)			
1208.			
1209.			
1210.			
12011.			
1212.			
1213.			
1214.			
1300. Additional Settlement Charges (Continued)			
1309.			
1310.			
1311.			
1312.			
1313.			
1314.			
1315.			
1316.			

See lines 1400 and 1602 on page 1 of the Settlement Statement (HUD-1A) for Total Settlement Charges.

B* = Paid outside of closing by Borrower

S* = Paid outside of closing by Seller

L* = Paid outside of closing by Lender

Acknowledgment of HUD-1A

Signatures

I have carefully reviewed the Settlement Statement dated _____ 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 such Settlement Statement.

X _____
Borrower(s)

X _____
Borrower(s)

X _____
Borrower(s)

X _____
Borrower(s)

Date: _____

HOUSING DEPARTMENT
CITY OF RACINE, WI



City of Racine, Wisconsin

Room 114, City Hall Annex
800 Center Street
Racine, WI 53403
Phone: 262-636-9197
Fax: 262-635-5347

CERTIFICATE OF RECEIVING PAMPHLET

I certify that I have received “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools,” published by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission, and the U.S. Department of Housing and Urban Development.

(Signature)

(Print Name)

(Date)





NOTICE TO HOUSING LOAN APPLICANTS

All City of Racine housing loans approved after August 10, 2001 are required to comply with the U.S. Department of Housing and Urban Development's lead-based paint hazard reduction regulations (24 CFR Part 35). Lead is a proven health hazard that is especially harmful to children. The cost of complying with the regulations can only be determined on a case-by-case basis.

If your project will cost less than \$5,000, but will disturb painted surfaces over two square feet in size, you may be required to have those surfaces tested for the presence of lead paint hazards. If your project costs over \$5,000, you will have to have a lead paint risk assessment performed by a certified risk assessor. Obtaining a risk assessment is the responsibility of the property owner. The Housing Department has a list of risk assessors working in the Racine/Kenosha area for your information and will pay for the cost of a risk assessment upon presentation of an invoice and a copy of the risk assessment. The cost will then be added to your loan.

Additional information regarding the lead-based paint hazard reduction regulations and risk assessments will be provided when you meet with the Consumer Lending Specialist.

CERTIFICATION

I hereby certify that I have read and understood this notice regarding compliance with the federal regulations relating to lead-based paint hazard reduction.

Signature

Signature

Printed Name

Printed Name

Date

Date

Please sign and bring this notice with you at the time of your appointment.



Order to Proceed

Loan Number:

Owners:

Property Address:

Contract Date:

Completion Date:

The undersigned Owners hereby order each Contractor listed to proceed with the work provided for in the above referenced agreement.

Contractors:

- 1.
- 2.
- 3.
- 4.

Signed this _____ day of _____, 2010, Racine Wisconsin.

OWNER(S):

Signature

Date

Signature

Date

WITNESS:

Signature

Date



AGREEMENT TO PLACE LOAN PROCEEDS IN ESCROW ACCOUNT

APPLICANT CERTIFICATION OF RECEIPT OF FUNDS

Loan #:

Owners:

Property Address:

GRANTEE CERTIFICATION

I (we) certify that I (we) have received the rehabilitation loan amount of (\$____,_____.____), which amount has been placed in escrow in accordance with the Terms and Conditions of my application for the loan, and that I (we) have been advised of my obligations regarding the use of the funds.

OWNER(S):

Signature

Date

Signature

Date

WITNESS:

Signature

Date





City of Racine

Department of Housing – 730 Washington Avenue, Room 102

Racine, Wisconsin 53403

Phone (262) 636-9197

William Bielefeldt Direct Line (262) 636-9117

Fax (262) 635-5347, Email: William.Bielefeldt@CityofRacine.org

Owner's Payment Authorization

Owner:

Contractor(s):

The owner hereby certifies that he/she has inspected the work items listed below and finds such work to be in conformance with the contract and are completed in an acceptable manner of workmanship. I/we hereby authorize the City of Racine to prepare a check for the Contractor(s). The amount shall be for the sum listed under TOTAL, minus the 10% retainage. If it is the final draw for this Contractor, any previous retainage will be added to the TOTAL.

Contract Item	Description	Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$

CONTRACTOR:

Signature

Date

OWNER(S):

Signature

Date

Signature

Date

HOUSING DEPARTMENT:

Signature

Date

This is/ is not (circle one) final draw for this Contractor.

FOR OFFICE USE ONLY

TOTAL	\$
(+/-) 10% RETAINAGE	\$
CHECK AMOUNT	\$

PARTIAL WAIVER OF LIEN

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and materials for housing rehabilitation work,
under contract dated _____, 2010 for the improvement of the premises
described as _____, Racine, Racine County, Wisconsin,
of which _____ owns.

NOW, THEREFORE, THIS ____ day of _____, 2010, for and in
consideration of the sum of _____
simultaneously herewith, the receipt whereof is hereby acknowledged by the
undersigned, the undersigned does hereby waive and release any lien rights to, or claim
of lien with respect to and on said above described premises, and the improvements
thereon, and on the monies or other considerations due or to become due from the owner,
on account of labor, services, material, fixtures, apparatus or machinery heretofore which
may hereafter be furnished by the undersigned to or for the above described premises by
virtue of said contract.

NAME OF SOLE OWNERSHIP, CORP. OR PARTNERSHIP

SIGNATURE

TITLE



FINAL WAIVER OF LIEN

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____ to furnish labor and materials for housing rehabilitation work, under contract dated _____, 2010 for the improvement of the premises described as _____, Racine, Racine County, Wisconsin, of which _____ are the owners.

NOW, THEREFORE, THIS ____ day of _____, 2010, for and in consideration of the sum of _____ (_____.____) simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

NAME OF SOLE OWNERSHIP, CORP. OR PARTNERSHIP

SIGNATURE

TITLE



DISPOSITION OF REHABILITATION FUNDS

HOUSING REHABILITATION SERVICES PROGRAM
RACINE HOUSING DEPARTMENT

NAME:

LOAN NO.

ADDRESS:

Owner-Occupied Rehabilitation Loan: \$4,174.37TOTAL FUNDS IN ESCROW ACCOUNT: **\$4,174.37**

PAYMENTS MADE FROM ESCROW ACCOUNT:

\$65.00	Knight Barry
\$13.00	Register of Deeds - Rehabilitation Loan
\$2,048.18	Mullens Siding & Roofing
<u>\$2,048.19</u>	Mullens Siding & Roofing
<u>\$4,174.37</u>	

Funds Remaining in Escrow Account. **\$0.00**Balance of Funds owed to City of Sheboygan and payable
under terms set forth in the Note & Mortgage **\$0.00**TOTAL FUNDS FROM DEPARTMENT OF CITY
DEVELOPMENT: **\$4,174.37**TOTAL OF PAYMENTS: **\$4,174.37**

I HEREBY CERTIFY THAT THE ABOVE DISBURSEMENTS WERE MADE
AT MY DIRECTION AND FOR MY BENEFIT, FOR THE PURPOSE OF
REHABILITATING MY PROPERTY AT THE ABOVE STATED ADDRESS.

Insert Owner Name

Date

Dora Garcia

Date

Consumer Loan Specialist

W. B. A.	GP 233 (7/04)	11063
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DOCUMENT NO.

SATISFACTION OF REAL ESTATE MORTGAGE — BY LENDER

The undersigned Lender certifies that the following Mortgage is satisfied and released as security for the obligations described in the Mortgage:

Mortgage executed by _____
_____ to Lender

and recorded in the office of the Register of Deeds of _____
County, Wisconsin, as Document No. _____,
in _____
(VOLUME, PAGE, ETC.)

covering the real estate described as:

Recording Area
Name and Return Address

Parcel Identifier No.

☐ If checked here, the description continues or appears on reverse side or attached sheet.

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me
on _____,
by _____
(Name(s) of person(s))
as _____
(Type of authority, e.g., officer, trustee, etc., if any)
of _____
(Name of party on whose behalf instrument was executed, if any)

*

Notary Public, _____
My Commission _____

Dated _____

Name of Lender _____

By _____

Title _____

* _____

Attest _____

Title _____

* _____

This instrument was drafted by:

(Type or Print)

*Type or print name signed above.

**NOTICE REGARDING
THE PRIVACY OF YOUR
FINANCIAL INFORMATION**

This Notice is intended to describe how we collect, maintain and disclose customer information. This Notice may be amended from time to time in our discretion. If you have any questions, comments or complaints about the privacy of information about you, please contact us at

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us or others; and
- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about you to anyone, except as permitted by law.

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this Notice.

We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Date _____

Financial Institution Name & Address _____

Customer Name & Address _____

NOTICE:
REPORTING NEGATIVE INFORMATION TO CREDIT BUREAUS

- ☐ If checked here, we may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
- ☐ If checked here, we have told a credit bureau about a late payment, missed payment or other default on your loan. This information may be reflected in your credit report.

Date _____

Lender Name & Address _____

Customer Name & Address _____

NOTICE TO HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have any questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have any questions concerning the terms of the loan, contact the lender.

We used a credit score from the following consumer reporting agency(ies):

MDA LENDING SOLUTIONS	800-308-3976
Name	Telephone Number
6200 Oak Tree Blvd., Independence, OH 44131	
Address, City, State, Zip	
Name	Telephone Number
Address, City, State, Zip	
Name	Telephone Number
Address, City, State, Zip	

See Reverse Side for Verification

MARITAL PURPOSE STATEMENT

(Name and Address of Lender)

I have applied to the Lender for credit in the amount of \$ _____ or such lesser sum as the Lender agrees to lend. I am married, am a Wisconsin resident and the obligation described is being incurred in the interest of my marriage or family. The name of my spouse is _____
and my spouse resides at _____.

I understand the Lender may be required by law to give notice of the obligation described to my spouse.

Dated _____

X _____
(Signature of Customer)

(Type Name Signed Above)

MARITAL PURPOSE STATEMENT FOR GUARANTOR

(Name and Address of Lender)

I have agreed to guaranty the Obligation(s) of _____
to Lender as described in a Guaranty dated _____. I am married, am a Wisconsin resident and my obligations under the Guaranty
are being incurred in the interest of my marriage or family. The name of my spouse is _____
and my spouse resides at _____.

Dated _____

X _____
(Signature of Customer)

(Type Name Signed Above)

EXPLANATION OF PERSONAL OBLIGATION
(Do not use for open-end accounts)

(a) You have agreed to pay the total of payments under a consumer credit transaction
between _____
(Name of Customer)
and _____
(Name of Creditor)
of _____
(Address of Creditor)
made on _____
(Date of Transaction)
for _____
(Description of Purpose of Credit, i.e. Sale or Loan)
in the principal amount of \$ _____, plus finance charges, and all extensions, renewals or
deferrals in which there is no increase in the amount of principal or the rate of finance charge.

(b) You will be liable and fully responsible for payment of the above amount even though you may not be
entitled to any of the goods, services or loans furnished thereunder.

(c) You may be sued in court for the payment of the amount due under this consumer credit transaction
even though the customer named above may be working or have funds to pay the amount due.

(d) This explanation is not the agreement under which you are obligated, and the guaranty or agreement
you have executed must be consulted for the exact terms of your obligations.

(e) You are entitled now, or at any time, to one free copy of any document you sign evidencing this
transaction.

NOTICE TO COSIGNER

You are being asked to guarantee this debt ☐ as well as future debts of the customer entered into with
this creditor. Think carefully before you do. If the customer doesn't pay the debt, you will have to. Be sure
you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the customer does not pay. You may also have
to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the customer. The creditor
can use the same collection methods against you that can be used against the customer, such as suing you,
garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

The undersigned acknowledges receipt of an exact copy of this notice.

(Signature)

(Signature)

(Signature)

(Signature)

NOTICE OF RIGHT TO RECEIVE COPY OF APPRAISAL

To Credit Applicant(s):

Under the Equal Credit Opportunity Act, you have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address shown below. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application.

In your letter, give us the following information:

None requested/none purchased.

Financial Institution Name and Address

DISCLOSURES REGARDING SALES OF INSURANCE

The following information applies to any insurance product that we or our affiliates solicit the sale of, or that we or our affiliates offer to sell to you:

1. The insurance products are not deposits.
2. The insurance products are not obligations of, or guaranteed or insured by us or our affiliates.
3. The insurance products are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States (except in the case of federally insured crop insurance or flood insurance).
- ☐ 4. If this box is checked, this insurance product involves investment risk, including the possible loss of value.
5. We may not condition an extension of credit to you on either : (1) Your purchase of an insurance product from us or any of our affiliates; or (2) Your agreement not to obtain, or a prohibition of your obtaining an insurance product from an unaffiliated entity.

By signing below, the undersigned acknowledges receipt of a copy of these disclosures.

Date

Date

Date

Date

City of Racine-Housing Department Personal Data Form

As a part of our compliance with federal rules and regulations governing the use of federal funds, the City of Racine must report statistical information about the ethnic/gender/disabilities composition of our loan applicants. We would appreciate your help by providing the information requested. This information will not be used in the review/approval process associated with your application. Thank you for your cooperation.

Please Check as Appropriate

Race: ☐ White
☐ Black
☐ Hispanic
☐ American Indian or Alaskan
☐ Asian/Pacific Islander

Gender: ☐ Male
☐ Female

Head of Household is 65 years or older:

☐ Yes
☐ No

Female Headed Household:

☐ Yes
☐ No

Do you or a family member have a disability?

☐ Yes ☐ No

Signature (Optional)

Date



City of Racine HOME-Funded Rehab Loan Program Disclosure

Borrower: _____

The undersigned, as borrower, has made application for a loan under the City of Racine's HOME-funded Rehab Loan Program. In participating in said program the borrower acknowledges the following terms and conditions have been disclosed to borrower, borrower fully understands the terms and conditions of the program, and agrees to be bound by the terms and conditions.

The Terms and Conditions of the HOME-funded Rehab Loan Program are:

1. The subject property must be brought into compliance with the City of Racine Building Codes and Housing Quality Standards within one (1) year of the date of closing on the HOME-funded rehab loan. In the event that the work is not completed within one year, the loan may be called within the sole discretion of the City of Racine.
2. All HOME-funded rehab loan funds must be used to rehab or repair the subject property.
3. The maximum amount of a loan under the HOME-funded program will be **\$10,000.00**, and determined by the City of Racine within its sole discretion.
4. Funds will be dispersed by the City upon request of the owner and after contractors and subcontractors have issued lien waivers and after City Building Inspectors have verified the repairs and code compliance.
5. Borrower will be responsible for all pre- and post- inspection fees for electrical, plumbing and HVAC.

Borrowers that are accepted to participate in the HOME-funded Rehab Loan Program will have the loan forgiven over a period of five (5) years. The forgiveness will occur at the rate of Twenty Percent (20%) per year provided that:

- A. Borrower occupies the subject property as their primary residence for five (5) consecutive years from the date of closing the loan, and
- B. Borrower keeps current all charges running with the subject property, including without limitation general real estate taxes, special assessments, water and sewer charges, and keeps current all other obligations that affect the City's mortgage collateral position in regards to the subject property, including without limitation superior mortgage payments and home owners insurance.

By making application for the HOME-funded Rehab Loan Program, the undersigned acknowledge that the City of Racine Building Inspectors will inspect the subject property for building code violations. The undersigned agree to make any repairs needed to correct any building code violations. The undersigned agree that they are obligated to and will correct the building code violations regardless if the HOME-funded Rehab Loan is approved or not.

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This disclosure supplements all other terms and conditions of the HOME-funded Rehab Loan Program as may be in place or put in place.

Qualified borrowers and properties may be eligible to receive dollar for dollar matching grants up to \$10,000.00.

Borrower has read the foregoing, fully understands it and agrees to the terms and conditions.

Dated at Racine, Wisconsin this ____ day of _____, 20____.

Signature

Signature

Print Name

Print Name

Rehab File Checklist

Date	Initials	Item
		Environmental Assessment HUD-4258 (referral to Landmarks if required)
		Initial Inspection Form
		Lead Risk Assessment
		Work Specifications
		Contractors Bid and Proposals with Mailing list
		Bid Comparison Sheet, Selection
		Signed Contract
		Signed Order to Proceed
		Proof of Permit
		Proof of final inspection from Building Department
		Lead Clearance - PASSING

Rehab File Contact Log

Contacts with Owners and Contractors

[illegible]

