FIRST CAPITAL

MORTGAGE LOAN DISCLOSURE STATEMENT/GOOD FAITH ESTIMATE

Borrower's Name(s): [redacted]

Real Property Collateral: The intended security for this proposed loan will be a Deed of Trust on (street address or legal) description): ______________________

This joint Mortgage Loan Disclosure Statement / Good Faith Estimate is being provided by: **FIRST CAPITAL**, a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) and similar California Law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

☐ Unknown ☐ ______________________ (Name of lender, if known)

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs, and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimate generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Settlement Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page two of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

I/O 30yr Fixed 6.875 —

HUD-1	Item	Paid to Others	Paid to Broker
800	***Items Payable in Connection with Loan***		ABJ
801	Lender's Loan Origination Fee	$ 0	$ ~~2.5pt~~ 1000.00
802	Lender's Loan Discount Fee	$ 0	$ 0
803	Appraisal Fee	$ 600	$
804	Credit Report	$ 13	$
805	Lender's Inspection Fee	$	$
808	Mortgage Broker Commission/Fee	$	$
809	Tax Service Fee	$	$
810	Processing Fee	$	$ 495
811	Underwriting Fee	$ 800	$
812	Wire Transfer Fee	$	$
		$	$
900	***Items Required by Lender to be Paid in Advance***		
901	Interest for 30 days at $ _____ per day	$	$
902	Mortgage Insurance Premiums	$	$
903	Hazard Insurance Premiums	$	$
904	County Property Taxes	$	$
905	VA Funding Fee	$	$
		$	$
1000	***Reserves Deposited with Lender***		
1001	Hazard Insurance: _____ months at $ _____ /mo.	$	$
1002	Mortgage Insurance: _____ months at $ _____ /mo	$	$
1003	Co. Property Taxes: _____ months at $ _____ /mo.	$	$
		$	$
1100	***Title Charges***		
1101	Settlement or Closing/Escrow Fee	$ 4000.	$
1105	Document Preparation Fee	$ 125	$
1106	Notary Fee	$ 125	$
1108	Title Insurance	$ 1500.	$
		$	$
1200	***Government Recording and Transfer Charges***		
1201	Recording Fees	$ 100.	$
1202	City/County Tax/Stamps	$	$
		$	$
1300	***Additional Settlement Charges***		
1302	Pest Inspection	$	$
		$	$ ABJ

Subtotals of Initial Fees, Commissions, Costs and Expenses $ 7,263 $ ~~5,395~~ 1495.

Total of Initial Fees, Commissions, Costs and Expenses $ ~~12658~~ 7758.00

ABJ

Compensation to Broker (Not Paid Out of Loan Proceeds):

Mortgage Broker Commission/Fee $ ______

Any Additional Compensation from Lender ☐ No ☒ Yes $ ~~0.3%~~ (if known) ABJ

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ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES

I. **Proposed Loan Amount:** $ 1,940,000
Initial Commissions, Fees, Costs and Expenses Summarized on Page 1: $ ~~10,658~~ 7758
Payment of Other Obligations (List):
Credit Life and/or Disability Insurance (see VI below) $______
______ $______
______ $______

Subtotal of All Deductions: $______
Estimated Cash at Closing ☐ **To You** ☐ **That you must pay plus down payment** $______

II. **Proposed Interest Rate:** ______ ☐ Fixed Rate ☐ Initial Variable Rate

III. **Proposed Interest Term:** ______ ☐ Years ☐ Months

IV. **Proposed Loan Payments:** Payments of $______ will be made for ______ ☐ Monthly ☐ Quarterly ☐ Annually for ______ (number of months, quarters, or years).
If proposed loan is a variable interest rate loan, this payment will vary (see loan documents for details). The loan is subject to a balloon payment: ☐ No ☐ Yes. If Yes, the following paragraph applies and a final balloon payment of $______ will be due on ______ [estimated date].

Notice to Borrower: If you do not have the funds to pay the balloon payment when it comes due, you may have to obtain a new loan against your property to make the balloon payment. In that case, you may again have to pay commissions, fees, and expenses for the arranging of the new loan. In addition, if you are unable to make the payments or the balloon payment, you may lose the property and all of your equity through foreclosure. Keep this in mind in deciding upon the amount and terms of this loan.

V. **Prepayments:** The proposed loan has the following prepayment provisions.
☐ No prepayment penalty.
☐ Other (see loan documents for details).
☐ Any payment of principal in any calendar year in excess of 20% of the ☐ original balance ☐ unpaid balance will include a penalty not to exceed ______ months advance interest at the note rate, but not more than the interest that would be charged if the loan were paid to maturity (see loan documents for details).

VI. **Credit Life and/or Disability Insurance:** The purchase of credit life and/or disability insurance by a borrower is NOT required as a condition of making this proposed loan.

VII. **Other Liens:** Are there liens currently on this property for which the borrower is obligated? ☐ No ☐ Yes
If Yes, describe below:

Lien Holders Name	Amount Owing	Priority

Liens that will remain or are anticipated on this property after the proposed loan for which you are applying is made or arranged (including the proposed loan for which you are applying):

Lien Holders Name	Amount Owing	Priority
[redacted]	5/31 06	

NOTICE TO BORROWER: Be sure that you state the amount of all liens as accurately as possible. If you contract with the broker to arrange this loan, but it cannot be arranged because you did not state these liens correctly, you may be liable to pay commissions, costs, fees, and expenses even though you do not obtain the loan.

VIII. **Article 7 compliance:** If this proposed loan is secured by a first deed of trust in a principal amount of less than $30,000 or secured by a junior lien in a principal amount of less than $20,000, the undersigned license certifies that the loan will be made in compliance with Article 7 of Chapter 3 of the Real Estate Law.
A. This loan ☒ may ☐ will ☐ will not be made wholly or in part from broker controlled funds as defined in Section 1024(j) of the Business and Professions Code.
B. If the broker indicates in the above statement that the loan "may" be made out of broker-controlled funds, the broker must inform the borrower prior to the close of escrow if the funds to be received by the borrower are in fact broker-controlled funds.

DRE LICENSE INFO # 916-227-0931
FIRST CAPITAL
Name of Broker/License#: Leonard Coltun 01106106

Broker's Representative/License#

IRVINE OFFICE
2405 McCabe Way, Ste. 213, Irvine, CA 92614
Broker's Address

Signature of Broker Date OR Signature of Representative Date

IX. **NOTICE TO BORROWER:** THIS IS NOT A LOAN COMMITMENT. Do not sign this statement until you have read and understood all of the information in it. All parts of this form must be completed before you sign.
Borrower(s) hereby acknowledges the receipt of a copy of this statement.

[redacted] 5/31/06

Borrower Date Borrower Date

Review completed on ______ by ______ ______
Date Broker or Designated Representative DRE License