



**MORTGAGE SERVICING TRANSFER DISCLOSURE**

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS. THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Thank you for applying to **The Funding Source, LLC** ("The Lender") for your mortgage loan.

The lender may transfer (assign, sell or transfer) your loan at any time while the loan is outstanding. This is a customary transaction in the mortgage banking process which enables the Lender to provide a variety of products, at competitive rates and terms. This type of transaction does not alter or affect the terms or payments of your original mortgage contract.

After your loan is closed, you will be required to make monthly payments of principal, interest and escrow for taxes and insurances. Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. §2601-) you have certain rights under that Federal law. This *statement* tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures. The Lender's past history of transferring the servicing on loans originated was:

2008	0 to 25%	2007	0 to 25%	2006	0 to 25%
_____	26 to 50%	_____	26 to 50%	_____	26 to 50%
_____	51 to 75%	_____	51 to 75%	_____	51 to 75%
<input checked="" type="checkbox"/> X	76 to 100%	<input checked="" type="checkbox"/> X	76 to 100%	<input checked="" type="checkbox"/> X	76 to 100%

- ( X ) If this block is checked it denotes that the Lender does have the full capacity to service your mortgage loan; however, the servicing of your mortgage loan may be transferred.
- ( ) If this block is checked it indicates that the Lender does not service any mortgage loans it originates and will definitely transfer all loans including yours.

This year (2009) the Lender estimates it will transfer approximately the following percentage of the loans it originates. This estimate is only a prediction, which is subject to change.

0 to 25% \_\_\_\_\_ 26 to 50% \_\_\_\_\_ 51 to 75%  X 76 to 100%

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the date of the transfer. The new loan servicer must also send you notice within 15 days after the date of the transfer. Also, a notice of prospective transfer may

be provided to you at settlement (when title to your new property is transferred to you) to satisfy these requirements. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll free or collect call telephone number of the new servicer, and toll free or collect call telephone numbers of a person or department for both your present servicer and your *new* servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

#### Complaint Resolution

Section 6 of RESPA (12 U.S.G. §2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. A business day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

#### Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

#### Acknowledgement of Application

I/We have received and read this Mortgage Servicing Transfer Disclosure. I/We understand this disclosure and have received a copy for our records. This disclosure must not be signed in blank. The signature(s) below acknowledge that the Disclosure was appropriately completed at the time of signing.

Applicant: \_\_\_\_\_

Date \_\_\_\_\_

Applicant: \_\_\_\_\_

Date \_\_\_\_\_

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