# Financial Refresh
# Home Loan Application

SANTA CRUZ COMMUNITY CREDIT UNION

If you're struggling to make your mortgage payment, or you're concerned that a change in your finances could make future payments difficult, SCCCU may be able to help. Through our Financial Refresh program, we'll review your individual circumstances and help you understand what options may be available. Please complete, sign and return this application with the applicable supporting documents.

## Borrower Information

| | | | |
|---|---|---|---|
| Primary Borrower Name: | | | |
| SCCCU Member Number: | | | |
| Address: | | | |
| City: | | State: | Zip: |
| Primary Phone: | Alternate Phone: | | |
| Best time to contact: | Email: | | |

| | | | |
|---|---|---|---|
| Co-Borrower Name: | | | |
| SCCCU Member Number: | | | |
| Address: | | | |
| City: | | State: | Zip: |
| Primary Phone: | Alternate Phone: | | |
| Best time to contact: | Email: | | |

## Mortgage & Property Information

| | | | |
|---|---|---|---|
| Mortgage Loan Number: | | Current Balance | |
| Monthly Mortgage Payment: | | Interest Rate: | |
| Is the mortgage currently delinquent? ◯ Yes ◯ No | | Amount Past Due: | |
| Do you have a second mortgage or HELOC on this property? ◯ Yes ◯ No | | | |
| Second Mortgage / HELOC Lender: | | | |
| Current Balance: | Monthly Payment: | Interest Rate: | |

## Property Information

| | | | |
|---|---|---|---|
| Property Address: | | | |
| City: | | State: | Zip: |
| Estimated Property Value: | | | |

**Property Use**

| |
|---|
| Property use: ◯ Primary residence ◯ Second home ◯ Investment property |
| Occupancy status: ◯ Owner occupied ◯ Renter occupied ◯ Vacant |
| What do you want to do with the property? ◯ Keep ◯ Vacate ◯ Sell ◯ Undecided |

**Bankruptcy & Military Service**

| |
|---|
| Have you filed for bankruptcy? ◯ Yes ◯ No If yes: ◯ Chapter 7 ◯ Chapter 13 ◯ Other |
| Bankruptcy Case Number: Filing Date: |
| Has the bankruptcy been discharged? ◯ Yes ◯ No |
| Is any borrower an active-duty service member? ◯ Yes ◯ No |
| Has any borrower been deployed or received permanent change-of-station orders? ◯ Yes ◯ No |
| Is any borrower the surviving spouse of a service member who died on active duty? ◯ Yes ◯ No |

**Employment & Monthly Income**

| |
|---|
| Borrower Present Employer Name: |
| Employment Type: ◯ Full Time ◯ Part Time ◯ Self-Employed Start date: |

| |
|---|
| Co-Borrower Present Employer Name: |
| Employment Type: ◯ Full Time ◯ Part Time ◯ Self-Employed Start date: |

| Monthly Income | Primary Borrower | Co-Borrower |
|---|---|---|
| Gross wages | | |
| Self-employment income | | |
| Commissions / bonuses | | |
| Child support / alimony | | |
| Social Security / disability | | |
| Annuities / retirement income | | |
| Unemployment income | | |
| Rental income | | |
| Public benefits | | |
| Investment income | | |
| Other income (explain) | | |
| **TOTAL MONTHLY INCOME** | | |

Alimony, child support or separate-maintenance income does not need to be disclosed if you do not choose to have it considered for repayment of the loan.

## Income Documentation

Provide applicable documentation for each borrower:

- Salary/hourly income: recent pay stubs reflecting approximately 30 days or four weeks of earnings and year-to-date earnings.
- Self-employment income: recent signed individual and business tax returns, profit/loss statements and business account statements as requested by SCCCU.
- Social Security, disability, unemployment, pension or public assistance: documentation showing the amount/frequency and, if required, evidence of receipt.
- Rental income: recent federal tax return including Schedule E, or a current lease plus documentation showing receipt of rent.
- Investment income: recent investment or bank statements supporting receipt of the income.
- Alimony, child support or separate maintenance, if used to qualify: applicable legal documentation plus recent evidence of receipt.
- Other earned income: documentation showing the amount and nature of the income.

## Assets

List assets owned by either borrower. Use current or estimated values.

| Account/Policy | Financial Institution | Current Balance/Value |
|---|---|---|
| Checking | | |
| Savings | | |
| Money Market | | |
| Certificate / CD | | |
| Retirement | | |
| Investments | | |
| Life Insurance | | |

| Vehicles | Year/Make/Model | Creditor | Balance Due |
|---|---|---|---|
| Vehicle 1 | | | |
| Vehicle 2 | | | |

| **Other real estate address:** | | |
|---|---|---|
| City: | State: | Zip: |
| Mortgage Lender: | Estimated Value: | Balance Due: |

| **Other asset:** | **Value:** |
|---|---|

## Liabilities & Monthly Expenses

| Expense | Description | Monthly Payment |
|---|---|---|
| Second mortgage / HELOC | | |
| Homeowners insurance | | |
| Property taxes | | |
| HOA / condo fees | | |
| Property maintenance | | |
| Manufactured home / lot rent | | |
| Other property mortgage | | |
| Rent | | |
| Automobile 1 | | |
| Automobile 2 | | |
| Credit card 1 | | |
| Credit card 2 | | |
| Other loan | | |
| Health insurance / medical | | |
| Child care | | |
| Transportation | | |
| Food / groceries | | |
| Utilities | | |
| Other liens | | |
| Other expense | | |
| Other expense | | |
| TOTAL MONTHLY EXPENSES | | |

## Hardship Information

Please tell us what caused your financial hardship and how it has affected your ability to make your mortgage payments. This information will help SCCCU review your request and determine what options may be available.

1. What is causing difficulty with your mortgage payments?

2. What is causing difficulty with your mortgage payments?

3. Is this hardship ongoing? If yes, what additional monthly expenses has it caused?

4. Is this hardship related to a serious illness or long-term disability affecting you, a co-borrower or a dependent? If yes, please provide supporting documentation.

5. Have you previously received mortgage assistance from SCCCU? If yes, what has changed since then?

6. Have your mortgage loans ever been modified? ◯ No ◯ Yes (provide documentation)

7. Is there a divorce or separation of borrowers? ◯ No ◯ Yes (provide official documentation)

8. Is this hardship due to a death? ◯ No ◯ Yes (provide official documentation)

9. Is the property currently held in a trust? ◯ No ◯ Yes (provide trust documentation)

10. Have you contacted a credit counseling agency for help with your debt? ◯ No ◯ If Yes:

| | |
|---|---|
| Counselor Name: | Agency Name: |
| Counselor Phone: | Counselor Email: |

11. If you're behind on your mortgage, how much extra can you pay each month, and how do you plan to catch up?

12. Is the home listed for sale? ◯ Yes ◯ No

| | | | |
|---|---|---|---|
| Have you received an offer? ◯ Yes ◯ No | | Offer Date | Amount |
| Realtor Name | | Realtor Phone | |

| | |
|---|---|
| 13. Homeowners insurance: ◯ Current ◯ Expired | |
| Insurance Agent Name | Insurance Agent Phone |
| 14. Property taxes: ◯ Current ◯ Past Due | If past due, how much do you owe? |
| Are you on a repayment plan? ◯ Yes ◯ No | |
| 15. HOA fees: ◯ Current ◯ Past Due | |
| 16. Is there anything else you'd like us to know? | |

**Please include the following documents, as applicable:**

**Income**

- ☐ Federal tax returns for the past two years
- ☐ W-2s and/or 1099s for the past two years
- ☐ Most recent pay stubs
- ☐ Social Security or disability benefit statements
- ☐ For self-employed borrowers: most recent 12 months of business bank statements

**Mortgage & Property**

- ☐ Mortgage statements for loans with other financial institutions
- ☐ Proof of homeowners insurance
- ☐ HOA/condo statement
- ☐ Mortgage modification agreements, if applicable

**Assets**

- ☐ Two most recent bank, credit union and investment statements
- ☐ Most recent retirement and annuity statements

SCCCU may request additional documentation as needed to review your application.

**Please return the application and supporting documents:**

**By Mail:**

Financial Refresh Program
55 River Street
Santa Cruz, CA 95060

**In-Person:**

At any SCCCU Branch

## HUD Counseling Notice

It is not necessary to pay a third party to arrange for a loan modification or other foreclosure-alternative assistance from your mortgage lender or servicer. You may contact your lender directly to ask about available options. Nonprofit housing counseling agencies may also provide borrower assistance at no charge. A list of HUD-approved housing counseling agencies is available from the U.S. Department of Housing and Urban Development at 800-569-4287 or TTY/TDD 800-877-8339, or at hud.gov.

## Acknowledgments, Authorizations & Signatures

IMPORTANT INFORMATION

Due to the disclosure of your financial hardship, SCCCU may reevaluate your loans and open lines of credit. Available credit may be reduced or suspended regardless of the outcome of your request for mortgage assistance.

If SCCCU needs to obtain a current valuation of your property, an appraisal fee may be added to the balance of your loan. If a full appraisal is required, SCCCU will obtain your prior written approval.

### BORROWER ACKNOWLEDGMENT AND AGREEMENT

I certify, acknowledge and agree to the following:

1. All information provided in this Financial Refresh Home Loan Application is truthful, and the hardship I have identified contributed to my need for mortgage assistance.
2. SCCCU, the owner or guarantor of my mortgage, its agents or an authorized third party may review and verify the information I provide. I may be required to provide additional supporting documentation, and I agree to respond promptly to requests related to this application.
3. Knowingly submitting false information may violate federal or other applicable laws and may subject me to penalties.
4. If I have intentionally defaulted on my mortgage, engaged in fraud, misrepresented information in connection with this request or failed to provide required documentation, SCCCU may cancel any mortgage assistance granted and may pursue foreclosure and/or other available legal remedies.
5. SCCCU is not obligated to offer mortgage assistance based solely on the information or documentation submitted with this request.
6. If SCCCU needs to obtain a current valuation of the property, an appraisal fee may be added to the balance of the loan. If a full appraisal is required, SCCCU will obtain my prior written approval.
7. I may be eligible for a trial-period plan, repayment plan or forbearance plan. If I am eligible for one of these plans, I agree that:
    a. The terms of this Acknowledgment and Agreement are incorporated into the plan.
    b. My first timely payment under the plan may serve as acceptance of the terms stated in the plan.
    c. SCCCU's acceptance of payments under the plan does not waive any acceleration or foreclosure action that has occurred and does not cure my default unless the payments are sufficient to completely cure the default.
    d. d. Payments under a trial-period, repayment or forbearance plan may include escrow amounts. SCCCU may establish an escrow account as permitted under the plan and applicable law.
8. No condemnation notice has been issued for the property.
9. SCCCU or an authorized third party may obtain a current credit report for all borrowers obligated on the loan.

10. SCCCU or an authorized third party may collect and record personal information submitted with this application and during the evaluation process. This information may include my name, address, telephone number, Social Security number, credit information, income, payment history, account balances and account activity.

    I understand that this information and the terms of any mortgage assistance I receive may be disclosed, as permitted or required by law, to applicable investors, insurers, guarantors, servicers or companies that provide services to them.

11. I understand that disclosure of my financial hardship may result in SCCCU reevaluating other loans or open lines of credit and that available credit limits may be reduced or suspended.
12. I understand that I may be required to enroll in automatic payments if I accept a loan modification or other mortgage-assistance option.
13. The U.S. Department of Housing and Urban Development (HUD) can help borrowers find HUD-approved housing counseling agencies. Call 800-569-4287 or TTY/TDD 800-877-8339, or visit HUD.gov.
14. I consent to being contacted regarding this request at any telephone number or email address I have provided to SCCCU, its servicer or an authorized third party.

An authorized third party may include a counseling agency, Housing Finance Agency (HFA) or similar organization assisting with a foreclosure-prevention alternative.

**ALL BORROWERS MUST SIGN**

| | |
|---|---|
| Primary Borrower Signature: | Date: |
| Co-Borrower Signature: | Date: |

## DODD-FRANK CERTIFICATION

The following information is requested in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203).

Federal law provides that a person may not be eligible to receive assistance from the Making Home Affordable Program authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), or another mortgage-assistance program authorized or funded by that Act, if the person has been convicted within the last 10 years, in connection with a mortgage or real estate transaction, of:

- felony larceny, theft, fraud or forgery;
- money laundering; or
- - tax evasion.

**Primary Borrower**

☐ I certify that I have not been convicted within the last 10 years of any of the offenses listed above in connection with a mortgage or real estate transaction.

**Co-Borrower**

☐ I certify that I have not been convicted within the last 10 years of any of the offenses listed above in connection with a mortgage or real estate transaction.

In making this certification, I/we certify under penalty of perjury that the information provided is truthful. I/we understand that SCCCU, the servicer, the U.S. Department of the Treasury or their agents may investigate the accuracy of these statements, including through searches of federal, state or county databases. I/we understand that knowingly submitting false information may violate federal law.

| | |
|---|---|
| Primary Borrower Signature: | Date: |
| Co-Borrower Signature: | Date: |

## INFORMATION DISCLOSURE AUTHORIZATION

IMPORTANT: All borrowers must sign this authorization.

I/We authorize Santa Cruz Community Credit Union (SCCCU) to verify my/our past and present employment and earnings records, bank and credit union accounts, home/property insurance, investment holdings, title, mortgage loan history and other asset balances or information needed to evaluate this application.

I/We further authorize SCCCU to obtain a consumer credit report and verify other credit information, including past and present mortgage and landlord references.

I/We understand that a photocopy or electronic copy of this authorization may serve as authorization where permitted by law.

Information obtained by SCCCU will be used in connection with the review and processing of my/our Financial Refresh Home Loan Application.

| | |
|---|---|
| Primary Borrower Signature: | Date: |
| Co-Borrower Signature: | Date: |

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on _____, between Santa Cruz Community Credit Union ("SCCCU") and the undersigned borrower(s) ("Borrower").

## RECITALS

A. Borrower has a loan with SCCCU ("Loan") and has requested that SCCCU consider different terms or other assistance with respect to the Loan.

B. SCCCU may disclose proposed options or revised terms related to the Loan subject to Borrower's agreement to keep such information confidential.

**NOW, THEREFORE, the parties agree as follows:**

1. **Confidential Information**

   All proposals for revised Loan terms and conditions, financial terms, new contractual provisions and other information disclosed by SCCCU to Borrower in connection with a possible restructuring or modification of the Loan shall be considered Confidential Information, whether or not marked "Confidential" or "Proprietary."

   SCCCU is not obligated to offer revised Loan terms or enter into any permanent restructuring or modification agreement.

2. **Scope**

   Borrower will use Confidential Information only for the purpose of reviewing and negotiating proposed terms relating to the Loan.

   SCCCU retains ownership of its Confidential Information, and no license or other interest in that information is granted to Borrower.

3. **Restrictions**

   Borrower agrees to use reasonable care to protect Confidential Information and will not disclose or transfer Confidential Information to a third party without SCCCU's prior written approval, except as permitted by this Agreement or required by law.

   Borrower will not disclose the parties' discussions regarding Confidential Information or proposed Loan terms to a third party without SCCCU's prior written approval.

   These obligations survive termination of this Agreement.

4. **Exceptions**

   The obligations and restrictions in this Agreement do not apply to information that must be disclosed pursuant to a court order or other legal requirement, provided Borrower gives SCCCU notice when legally permitted and a reasonable opportunity to respond to or contest the required disclosure.

5. **Liquidated Damages**

   If Borrower breaches the confidentiality provisions of this Agreement, Borrower shall pay SCCCU liquidated damages in an amount equal to the lesser of:

   a. twenty-five percent (25%) of the unpaid principal balance of the Loan as of the date of the breach; or

   b. fifty thousand dollars ($50,000).

   The parties acknowledge that the terms SCCCU negotiates with individual borrowers are confidential and that actual damages resulting from unauthorized disclosure may be difficult to determine.

| SCCCU Initials: | Borrower Initials: | Co-borrower Initials: |
|---|---|---|

6. **Return of Materials**

   Upon SCCCU's request, Borrower will return or destroy copies of Confidential Information in Borrower's possession, except for copies of fully executed agreements that Borrower is entitled to retain.

7. **Governing Law and Venue**

   This Agreement shall be interpreted and enforced under the laws of the State of California. The parties submit to the jurisdiction of the applicable state and federal courts in Santa Cruz County, California for proceedings relating to this Agreement.

8. **8. Entire Agreement**

   This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes prior or contemporaneous oral or written understandings regarding that subject matter.

   This Agreement may be amended only in writing signed by the parties.

9. **Assignment**

   Neither party may assign or transfer its rights or obligations under this Agreement except as permitted by law or with the written consent of the other party.

10. **Severability**

    If any provision of this Agreement is determined to be invalid, void or unenforceable, the remaining provisions will remain in effect. The affected provision will be interpreted or revised to reflect the parties' intent to the maximum extent permitted by law.

11. **Attorney's Fees**

    In the event of a dispute concerning this Agreement, the prevailing party may recover reasonable attorney's fees and costs to the extent permitted by law.

12. **Waiver**

    Failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision unless the waiver is in writing and signed by the party granting it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

| **Santa Cruz Community Credit Union** | |
|---|---|
| Name: | Title |
| Signature: | Date: |

| **Borrower** | **Co-Borrower** |
|---|---|
| Signature | Signature |
| Name | Name |
| Date: | Date: |