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<<f82>>, <f83>

LOAN APPLICATION & DISBURSEMENT INSTRUCTIONS

(Consumer Finance Lender)

License No.<f85>

<f63>, California

Loan No.:<f2>

Property Address: <f18>, <f19>

I apply to <f80>, a licensed Consumer Finance Lender ("the Lender") to loan money to me in the principal amount of \$<f20> according to the term of this **Loan Agreement** and the attached **Disclosure under the Federal Truth in Lending Law** (Federal Reserve Regulation Z) and attached **Itemization of Amount Financed**. The loan shall be secured by a ~ Deed of Trust on the Property Address above.

This loan is payable in ~ monthly installments. The ANNUAL PERCENTAGE RATE is ~ %. Each payment is \$~. Payments are due on the 1st day of each month. The first payment shall be due on ~. There is not a FINAL BALLOON payment.

I agree to pay the interest, processing charges, and fees for funding the loan in accordance with the attached Disclosure under the Federal Truth in Lending Law (Federal Reserve Regulation Z) and attached Itemization of the Amount Financed. I instruct the Lender to disburse the loan funds as shown on the Itemization of the Amount Financed and to pay all taxes, assessments, bonds and payments on any remaining encumbrance owing at the time the loan is closed.

THIS IS A COMMITMENT TO FUND THE LOAN.

The lender may collect payments and enforce remedies for its own account or for another lender. No person has performed any act as broker in connection with making of the loan, except as follows:

Name:<f80>

Address:<f81>, <f82>, <f83>

License Type: CFL

License No:<f85>

Payment to Broker: \$ _____

LIABILITY OF BORROWER FOR FAILURE TO DISCLOSE OR FAILURE TO COMPLETE THE LOAN

If the loan is not consummated because I failed to disclose the outstanding liens or other information essential to making the loan, or if I fail to complete the loan in accordance with this application, the lender may withdraw its commitment; then I must pay the actual expenses incurred by the Lender in connection with the preparation for the loan.

The proceeds of this loan are intended for consumer purposes. This loan is made pursuant to the Consumer Finance Lender's Law, Division 10 of the Financial Code.

ARBITRATION AGREEMENT

All controversies or claims between the parties hereto including LENDER arising out of or relating to the loan contemplated by this agreement, including but not limited to the arranging thereof, documents relating thereto, and the servicing and enforcement thereof, shall be determined by arbitration in accordance with applicable rules of the American Arbitration Association. Judgment on the arbitrators' award may be entered in any court having jurisdiction. Without waving a party's right to arbitration any party may apply to any court of competent jurisdiction for the following: (a) to enforce the assignment of rents provision contained in any deed of trust securing the loan, including the appointment of a receiver; (b) to secure possession of the real property subject to the deed of trust by an action for unlawful detainer; or to commence an action in interpleader for the sole purpose of resolving conflicting claims to funds, documents or instruments deposited in escrow. Any proceeding for judicial foreclosure shall not be subject to arbitration. The exercise of the power of sale contained in the deed of trust securing this loan, or the exercise of any private default remedies under the Uniform Commercial Code shall not constitute a waiver of this agreement to arbitrate nor shall they be deemed inconsistent with arbitration.

NOTICE: BY SIGNING THIS AGREEMENT THE PARTIES ARE AGREEING TO HAVE MOST CLAIMS DECIDED BY; NEUTRAL ARBITRATION AND ARE GIVING UP THE RIGHT THAT A JURY OR COURT TRIAL.

NOTICE TO BORROWER

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND ALL OF THE INFORMATION ON IT. DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES.

<f5> <f6> <f7> - Borrower/Date

<f10> <f11> <f12> - Borrower/Date

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA