

# Mortgage+Care

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Please contact us at (800)481-2708 or [www.mortcare.com](http://www.mortcare.com) for a list of mergeable documents.

## NOTICE TO CUSTOMERS REQUIRED BY FEDERAL LAW NOTICE OF RIGHT TO CANCEL (Refinancing by Original Creditor)

Loan No.: «f2»

Creditor: «f38»

### YOUR RIGHT TO CANCEL

You are entering into a **new** transaction to increase the amount of credit provided to you. We acquired a mortgage or security interest on your home under the original transaction and will also acquire a mortgage or security interest on your home in the **new** transaction. You have a legal right under Federal law to cancel the **new** transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the **new** transaction, which is «f29»; or
- (2) the date you received your **new** Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

### HOW TO CANCEL

If you decide to cancel this **new** transaction, you may do so by notifying us in writing, at:

«f80»  
«f81»  
«f82», «f83»

You may use any written statement that is signed and dated by you and states your intention to cancel, and/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 «f220» (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

\_\_\_\_\_  
(Consumer's Signature)

\_\_\_\_\_  
(Date)

Receipt is herewith acknowledged of the above Notice, each of the undersigned Consumers have received two copies of it and one copy of the other Truth-in-Lending Disclosures required by law. Undersigned warrants that they are all of the Consumers who own and reside in the principal dwelling securing the obligation.

Dated: \_\_\_\_\_ (SEAL)  
«f5» «f6» «f7»

Dated: \_\_\_\_\_ (SEAL)  
«f10» «f11» «f12»

### EFFECTS OF CANCELLATION

If you cancel the **new** transaction, your cancellation will apply only to the increase in the amount of credit. It will not apply to the amount you presently owe or the mortgage or security interest we have on your home to secure the presently owed amount. If you cancel, the **mortgage or security interest solely as it applies to the increased amount is also canceled**, but we will retain a mortgage or security interest on your home to secure the amount you presently owe, which will remain repayable according to the terms or your **existing** credit transaction. Within 20 calendar days after we receive your notice of cancellation of the **new** transaction, we must take the steps necessary to effect the fact that our mortgage or security interest on your home no longer applies to the increase of credit. We must also return any money you have given to us or anyone else in connection with the **new** transaction.

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

### CERTIFICATION OF CONFIRMATION

Since more than three business days have passed since the undersigned received the above and foregoing Notice and the other Truth-in-Lending disclosures concerning the transaction identified on the face of this Notice and in order to induce you to disburse the proceeds of the **new** transaction, the undersigned herewith warrants, covenant and certify that (1) None of the Consumers entitled to rescind the **new** transaction; (2) they do not wish to and will not rescind the **new** transaction; (3) the hereby ratify and confirm the transaction in all respects; (4) they are the only persons that own and reside in the principal dwelling securing the rescindable **new** transaction.

Dated: \_\_\_\_\_ (SEAL)  
«f5» «f6» «f7»

Dated: \_\_\_\_\_ (SEAL)  
«f10» «f11» «f12»

Dated: \_\_\_\_\_ (WITNESS)

Note: Each Borrower and Property Owner must sign above and receive two copies of this Notice plus one copy of the Truth-in-Lending Disclosure Statement.

