

Conventional Borrower Disclosures - Minnesota

Please read the following disclosures carefully. You must be certain that you understand this transaction. Sign this document only after you have read all the pages. Seek professional advice if you are uncertain.

Fair Credit Reporting Act

In connection with your application for a loan, please be advised that we will order a credit report or a consumer report regarding your credit experience. This report may contain information on your character, general reputation, personal characteristics or mode of living in addition to your actual credit experience from persons or firms with which you have done business, your credit worthiness, credit standing and credit capacity. You have the right given by Federal Law to know the nature and scope of the information given in this report if you make a written request for that information. In the event we deny your application or raise the charge for extending your credit based on any information; you have the right within 60 days to make a written request that we disclose the nature of the information to you. We shall also advise you of the information in the consumer report and the name and address of the reporting agency. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. By my (our) signature below, I (we) acknowledge receipt of a copy of this information letter.

Notice to the Home loan Applicant

In connection with your application for a home loan, the lender must disclose to you the score that a consumer-reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores. The credit score is a computer-generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit-scoring technologies change. Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another. If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer-reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application. If you have questions concerning the terms of the loan, contact the lender. One or more of the following credit bureaus will provide the credit score:

| | | |
|-----------------|-------------------------------------|-------------------|
| Experian | Equifax Credit Information Services | Trans Union |
| PO Box 9554 | PO Box 740256 | PO Box 2000 |
| Allen, TX 75013 | Atlanta, GA 30374 | Chester, PA 19022 |

Real Estate Settlement Procedures Act (RESPA)

By my (our) signature below, I (we) hereby acknowledge receipt of a copy of the special information booklet entitled, "Settlement Costs, a HUD Guide".

The loan applied for is an adjustable rate mortgage (ARM). I (we) hereby acknowledge the receipt of the special information booklet entitled "Consumer Handbook on Adjustable Rate Mortgages".

The loan applied for is a home equity line of credit (HELOC). I (we) hereby acknowledge the receipt of the special information booklet entitled "When Your Home is on the Line".

Equal Credit Opportunity Notice

The Federal Equal Credit Opportunity Act prohibits from discrimination against credit applicants on the basis of sex or marital status. The Federal Agency, which administers compliance with this law concerning this private mortgage company, is the Federal Trade Commission, Washington, DC 20580. Additionally, the Federal Fair Housing Act also prohibits discrimination on the basis of race, color, religion, sex, physical disability, familial status, or national origin.

Occupancy Statement

Primary Residence

I/We hereby certify that my/our intent in seeking this loan is to obtain financing for the purchase of a home to be used as my/our principal residence, with occupancy to begin within 30 days after closing and extend for an indefinite period of time in the future.

I/We recognize that any loan made pursuant to this application is contingent upon owner occupancy, and agree that (1) failure to occupy the property as provided in this certification shall constitute a DEFAULT under the terms of the loan; and (2) in case of such default, I/we must, upon recall of the loan by Cherry Creek Mortgage Co., Inc. its successors and/or assigns, immediately pay the full balance of the loan and any other amounts to which the company is entitled, upon default.

Vacation Home

I/We hereby certify that my/our intent in seeking this loan is to obtain financing for the purchase of a home to be used as my/our vacation home.

I/We recognize that any loan made pursuant to this application is contingent upon occupancy as a vacation home, and agree that (1) failure to occupy the property as provided in this certification shall constitute DEFAULT under the terms of the loan; and (2) in case of such default, I/we must, upon recall of the loan by Cherry Creek Mortgage Co., Inc., its successors and/or assigns, immediately pay the full balance of the loan and any other amounts to which the company is entitled, upon default.

It is further understood that I/we may be required to sign a document at closing indicating that the home being financed must be available for my/our use 100% of the time.



Servicing Transfer Disclosure Statement

Notice to mortgage loan applicants: the right to collect your mortgage loan payments may be transferred. Federal law gives you certain rights. Read this statement and sign it only if you understand its contents.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) 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 your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

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.

Transfer practices and requirements cont'

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 number 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.C. Section 2605) gives you certain consumer rights, whether or not your loan 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.

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.

Servicing Transfer Estimates by Original Lender

The following is the best estimate of what will happen to the servicing of your mortgage loan:

- We do not service mortgage loans. We intend to assign, sell or transfer the servicing of your loan to another party. You will be notified at settlement regarding the servicer.
- We are able to service this loan and presently intend to do so. However, that may change in the future. For all the loans that we make in the 12 month period after your loan is funded, we estimate that the chances that we will transfer the servicing of those loans is between: 0 to 25% 26 to 50% 51 to 75% X 76 to 100%.
- This is our record of transferring the servicing of the loans we have made in the past: 2001- 100% transferred, 2002 - 100% transferred, 2003- 100% transferred.

The estimates in 2 and 3 above do not include transfers to affiliates or subsidiaries. If the servicing of your loan is transferred to an affiliate or subsidiary in the future, you will be notified in accordance with RESPA.

Brokered Loans

From time to time Cherry Creek Mortgage Co., Inc. will use a source of funding for mortgage loans other than our own. We have entered into independent contractor agreements with various lenders in an effort to assist you in meeting your financial needs. We do not distribute the products of all lenders in the market and cannot guarantee the lowest price or best terms available in the market.

If we choose to use a source of funding other than our own, we will be acting as an independent contractor and not as your agent. The price we offer you – your interest rate, total points and fees – will include our compensation. In some cases, either you or the lender may pay us all of our compensation. Alternatively, both you and the lender may pay us a portion of our compensation. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees. Also, in some cases if you would rather pay less up-front, you may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender. We also may be paid by the lender based on (i) the value of the mortgage loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender. The amount of fees and charges that you pay in connection with loans that fall within this category will be estimated on your Good Faith Estimate. The final amounts will be disclosed on your HUD-1 or HUD 1A Settlement Statement.

Rate And Discount Commitments

Without a written Rate and Discount Commitment executed by the Lender any verbally discussed interest rate and or discount points are not binding upon the Lender.

Don't Commit Loan Fraud

It is important for you to understand that you are required to provide complete and accurate information when applying for your mortgage loan. To provide false social security number(s) that have not been assigned by the Social Security Administration is a punishable crime.



Applicant Initials _____

Authorization To Release Information

I/We hereby authorize Cherry Creek Mortgage Co., Inc., hereinafter referred to as "Lender", any investor to whom Lender may sell my mortgage, and the mortgage guaranty insurer (if applicable), to verify my/our past and present employment earnings records, bank accounts, stock holdings, and any other asset balances needed to process my/our mortgage loan application. I/We further authorize Lender and the mortgage guaranty insurer (if applicable), to order a consumer credit report and verify other credit information including past and present mortgage and landlord references. It is understood that a photocopy of this form will also serve as authorization.

The information obtained is only to be used in the processing of my/our application for a mortgage loan or as part of the Lender's and mortgage guaranty insurer's quality control program.

Privacy Act Notice: The information to be obtained will be used by the Lender and any federal agency insuring, guaranteeing or purchasing the mortgage to determine whether you qualify as a prospective borrower under the Lender's and the agency's underwriting standards. The information will not be disclosed outside the Lender and the federal agency without your consent except to the person or company verifying the information including, but not limited to, your employer, bank, lender and any other credit reference as needed to verify other credit information and as permitted by law. You do not have to give us this information, but if you do not, your mortgage loan application may be delayed or rejected. The information we obtain is authorized by Title 38, U.S.C. Chapter 37 (if VA); and 12 U.S.C. Section 1701 et seq. (if HUD/FHA).

Right to Receive Appraisal

If an appraisal report was required as part of the loan program you chose, you have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address we have provided below. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application. In order to obtain a copy of the appraisal report and if you have not already paid for the cost of the appraisal, you must do so at the time you make your request. In your letter, please provide 1) your name, 2) your loan number, and 3) the property address. Send request to: Cherry Creek Mortgage Co., Inc., 7600 East Orchard Road, #250-N Greenwood Village, CO 80111, Attention: Compliance Department.

Appraisal Alternatives

As part of the review of your loan application we may obtain an alternative type of property valuation rather than a traditional appraisal. This means that the acceptability of the subject property as collateral for your loan may be confirmed by a property valuation model and/or an exterior only inspection, or by some other means that is not an appraisal of the property. This appraisal alternative would be obtained for lending purposes only and should not be relied upon to protect your interests in the transaction (for example, to confirm the purchase price of the property). If you prefer, you may request an appraisal in lieu of an appraisal alternative for an added fee of \$150.00 - \$350.00

Private Mortgage Guaranty Insurance Disclosure

You may have applied for a loan, which requires private mortgage guaranty insurance ("mortgage insurance"). Mortgage insurance reimburses a lender for losses it may incur if you fail to make the payments on your loan as required. While mortgage insurance does not provide a direct benefit to you, it does allow you to obtain a mortgage loan with a lower down payment.

Cherry Creek Mortgage Company, Inc. or a subsequent holder of your loan (the "Lender") may directly or through an affiliate company (a "Reinsurance Company"), enter into a residential agreement with the primary insurance company that will be providing the mortgage insurance covering your loan.

Under a reinsurance agreement, the Reinsurance Company may assume a portion of the risk associated with your mortgage insurance. In exchange for its assumption of any such risk, the Reinsurance Company receives a percentage of the mortgage insurance premium paid to obtain the mortgage insurance covering your loan. The reinsurance agreement does not increase the amount you have to pay for mortgage insurance or the length of time you must maintain that insurance.

Agency Statement

Cherry Creek Mortgage Company, Inc. is not acting as your agent in connection with obtaining a residential mortgage Loan. While we seek to assist you in meeting your financial needs, we cannot guarantee the lowest or best terms available in the market.

Notice of Right to Discontinue Escrow

If your mortgage loan involves an escrow account for taxes and homeowner's insurance, you may have the right in five years to discontinue the account and pay your own taxes and homeowner's insurance. If you are eligible to discontinue the escrow account, you will be notified in five years.

I HEREBY CERTIFY THAT the borrower has been counseled regarding the information and disclosures set forth above.

Cherry Creek Mortgage Company, Inc. _____ Date _____

Certification of Loan Applicant(s)

By my signature below I HEREBY CERTIFY THAT the lender has counseled me, and that I have read and fully understand the information and disclosures set forth above. I/We certify that the information provided by us is accurate and truthful. We further acknowledge that Cherry Creek Mortgage Company, Inc. will report any suspected fraudulent information to the offices of the HUD Regional Inspector General and the Social Security Administration.

Applicant _____ Date _____ Applicant _____ Date _____

Applicant _____ Date _____ Applicant _____ Date _____

