## 1 RATE AND DISCOUNT COMMITMENT

Cherry Creek Mortgage Co., Inc. (CCMC) hereby agrees, subject to CCMC's underwriting approval and closing requirements, to make a loan at the interest rate and number of discount points specified herein.

Applicants: _____ Subject Property: _____

Type of Mortgage: _____ Loan Term: _____ Loan Amount: _____

Application Date: _____ Lock-in Date: _____ The lock-in period will expire on: _____

I/We wish to lock the loan Interest Rate and Discount Points in at: _____ (Interest Rate), _____

(Discount Points), and _____ (Origination Fee). CCMC will guarantee the stated Interested Rate and Discount

Points for a period of _____ days from the above lock-in date.

If the loan requested is not closed on or before the expirations of this commitment (whether or not due to any fault or action on the part of CCMC), then the Interest Rate and Discount Points guaranteed above may be changed, at the sole discretion of CCMC, based upon current market conditions which may be higher than those stated in this commitment. I/We understand that in the event interest rates and/or discount points are lower at the time this commitment expires, I/we will not be entitled to the improved interest rate and/or discount points. I/We will be required to re-lock no later than five (5) business days prior to closing of the loan.

Please note, this commitment sets out only the method by which your Interest Rate and Discount Points will be calculated if your loan closes. Estimates of the other costs to you are set forth in the Good Faith Estimate of Closing Costs.

No amendment or modification of this commitment shall be effective against either party, unless such party shall have consented thereto in writing. This commitment may not be transferred or assigned by the applicant(s).

_____ _____
Cherry Creek Mortgage Co., Inc. Date

_____ _____ _____ _____
Applicant Date Applicant Date

## 1 FLOATING INTEREST RATE AND DISCOUNT POINTS

I/We do not wish to enter into a rate and discount commitment at this time. I/We understand it is my/our responsibility to communicate with CCMC at the time I/we wish to enter into a rate and discount commitment.

You may enter into a rate and discount commitment at any time during the processing of your loan, but no later than five (5) business days prior to a scheduled closing date. If you do not choose your rate and points prior to closing, then we will set your rate and points at closing at a rate and points which we are then offering.

_____ _____ _____ _____
Applicant Date Applicant Date