

HOME EQUITY CONSUMER LOAN APPLICATION

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

TO: Name/Address of Lender	What type of account are you applying for? <i>(Please check appropriate box):</i> <input type="checkbox"/> INDIVIDUAL (Own income or assets) <input type="checkbox"/> COSIGNER <input type="checkbox"/> INDIVIDUAL (Own income or assets plus income or assets from other sources) <input type="checkbox"/> JOINT <i>(please initial)</i> _____ Are you interested in Credit Life/Disability Insurance that is offered by Lender if this loan is approved? <i>(Please check appropriate box)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
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LOAN ORIGINATOR NAME:	LOAN ORIGINATOR IDENTIFIER:
LOAN ORIGINATION COMPANY IDENTIFIER:	

LOAN TERMS			
Loan Amount	Interest Rate	Loan Type <input type="checkbox"/> HELOC <input type="checkbox"/> Closed End <input type="checkbox"/> Fixed Rate <input type="checkbox"/> Variable Rate (type): _____ <input type="checkbox"/> Other _____	
Term	Payment	Purpose	

COLLATERAL INFORMATION			
Property Address	Year Built	Purchase Date	Present Value
Title Holder		Title Holder Address	
Insurance Carrier		Insurance Carrier Address	
Current Mortgage Holder		Current Mortgage Holder Address	
		Current Mortgage Holder Phone	
Monthly Mortgage Payment	Home Purchase Price	Balance Owing	Mortgage Loan Account Number
Additional Collateral Description			

APPLICANT/COSIGNER INFORMATION							
Name (Last)	(First)	(MI)	(Suffix)	Taxpayer ID Number (SSN/TIN)	Date of Birth		
Street Address				Driver's License/ID Number	State	Home Phone Number	
City	State	ZIP Code	County	How Long There	No. of Dependents	Age of Dependents	
Previous Address <i>(if less than 2 years at current address)</i>							
Employer			Employer Address			Employer Phone Number	
Position			How Long	<input type="checkbox"/> Gross <input type="checkbox"/> Net <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly \$	Average Monthly Overtime Pay \$		
			How Often Paid				
Previous Employer			Previous Employer Address			Position	
			How Long				
Nearest Relative Not Living with You					Relationship		
Relative's Address				City	State	ZIP Code	Relative's Phone Number
Immigration Status <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Perm. Resident of U.S. <input type="checkbox"/> Other:							
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (including single, divorced, and widowed)							
Alimony, Child Support, Separate Maintenance Payments: You are not required to disclose income from alimony, child support, or separate maintenance payments. However, if you are relying on income from alimony, child support, or separate maintenance payments as a basis for repayment of this obligation, please complete the information below.							
Payment Received Pursuant to: <input type="checkbox"/> Court Order <input type="checkbox"/> Written Agreement <input type="checkbox"/> Oral Understanding							
Alimony per Month \$		Child Support per Month \$		Separate Maintenance Payment per Month \$			

CO-APPLICANT INFORMATION							
Name (Last)	(First)	(MI)	(Suffix)	Taxpayer ID Number (SSN/TIN)	Date of Birth		
Street Address				Driver's License/ID Number	State	Home Phone Number	
City	State	ZIP Code	County	How Long There	No. of Dependents	Age of Dependents	
Previous Address <i>(if less than 2 years at current address)</i>							
Employer			Employer Address			Employer Phone Number	
Position			How Long	<input type="checkbox"/> Gross <input type="checkbox"/> Net <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly \$	Average Monthly Overtime Pay \$		
			How Often Paid				
Previous Employer			Previous Employer Address			Position	
			How Long				
Nearest Relative Not Living with You					Relationship		
Relative's Address				City	State	ZIP Code	Relative's Phone Number
Immigration Status <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Perm. Resident of U.S. <input type="checkbox"/> Other:							
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (including single, divorced, and widowed)							
Alimony, Child Support, Separate Maintenance Payments: You are not required to disclose income from alimony, child support, or separate maintenance payments. However, if you are relying on income from alimony, child support, or separate maintenance payments as a basis for repayment of this obligation, please complete the information below.							
Payment Received Pursuant to: <input type="checkbox"/> Court Order <input type="checkbox"/> Written Agreement <input type="checkbox"/> Oral Understanding							
Alimony per Month \$		Child Support per Month \$		Separate Maintenance Payment per Month \$			

ADDITIONAL INFORMATION			
Other Income: Applicant	• Amount \$	• Source	
Other Income: Co-Applicant	• Amount \$	• Source	
If you, a joint applicant, or other party answers "yes" to any of the following questions, please explain in the space provided.			
Are you a guarantor or co-maker of any leases, contracts, or debts?	Applicant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Joint Applicant/Other Party: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are there any suits or judgments pending against you?	Applicant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Joint Applicant/Other Party: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you been declared bankrupt in the last 10 years?	Applicant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Joint Applicant/Other Party: <input type="checkbox"/> Yes <input type="checkbox"/> No	CSI

CURRENT ASSETS

Please attach additional sheet(s) if more space is required for the Current Assets section.

Table with columns: DESCRIPTION OF ASSETS, OWNER NAME(S), SUBJECT TO LIEN: YES/NO, VALUE. Includes rows for Total Assets from Addendum and TOTAL ASSETS.

OUTSTANDING DEBTS

The following are all of the loans or debts you presently owe, including charge accounts, installment contracts, credit cards, rents, mortgages, alimony, child support, and separate maintenance payments you are obligated to make. Please attach additional sheet(s) if more space is required for the Outstanding Debts section.

Use the first column (Applicant Code) to indicate whether the debt is the responsibility of the Applicant (A), Co-Applicant (C), or Joint Applicants (J).

Table with columns: APPLICANT CODE, NAME OF CREDITOR, ACCOUNT NUMBER, ORIGINAL AMOUNT, CURRENT BALANCE, MONTHLY PAYMENTS, Check box if to be paid from proceeds. Includes rows for Total Debts from Addendum and TOTAL DEBTS.

(If joint application, read singular pronouns in the plural.) I warrant the truth of the information contained in this application and that all statements made in this application are made for the purpose of obtaining the loan applied for. I warrant that the financial obligations I disclosed in this application and in support of this application are complete and that I have no other outstanding financial obligations of any kind, including any guarantor or cosigner liability.

Certification: I certify that the information provided in this application is true and correct as of the date set forth opposite my signature on this application and acknowledge my understanding that any intentional or negligent misrepresentations of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., and liability for monetary damages to the Lender, its agents, successors, assigns, insurers, and any other person who may suffer any loss due to reliance upon any misrepresentation I made in this application or in any other manner.

Signature of Applicant or Cosigner Date Signature of Co-Applicant Date

CREDITOR USE ONLY

Interest: Fixed Simple Variable Simple If Variable Interest Rate: Floor Rate Ceiling Rate Interest Adjustments Index

Payments: Monthly Quarterly Other, describe First Payment Due:

Billing: Coupon Book Billing Statement Payroll Deduction Charge Account No. DDA SAV

Insurance: Single Life Credit Joint Life Credit Disability

APPLICANT CO-APPLICANT TOTAL Base Income Other Income All Monthly Payments Total Obligations ÷ Income

Loan Approval (Indicate Conditions of Loan, if Any)

This application was taken by: Face-to-Face Interview Mail Telephone Internet

Date Application Received Received By Amount Requested

Date Application Completed Approved By Amount Approved

Rescindable? RESPA Applicable? Funding Date Initial Advance

- Principal Reason(s) for Adverse Action Concerning Credit: No Credit File, Insufficient Number of Credit References Provided, Limited Credit Experience, Collection Action or Judgment, Garnishment or Attachment, Foreclosure or Repossession, Delinquent Credit Obligations (past or present with others), Bankruptcy, Number of Recent Inquiries on Credit Bureau Report, Other - Specify: Unacceptable Type of Credit References, Poor Credit Performance With Us, Temporary or Irregular Employment, Insufficient Length of Employment, Insufficient Income for Amount of Credit Requested, Excessive Obligations in Relation to Income, Temporary Residence, Insufficient Length of Residence, Unable to Verify Credit References, Unable to Verify Employment, Unable to Verify Income, Unable to Verify Residence, Value or Type of Collateral Not Sufficient, Unacceptable Appraisal, Unacceptable Leasehold Estate, We Do Not Grant Credit to Any Applicant on the Terms and Conditions You Request.

Customer Identification Program (CIP) Record Information (Describe Additional Data Collected Pursuant to Institution's CIP)

Applicant/Cosigner: Applicant/Cosigner Information Collected and Verified in Accordance With CIP (initial)

Co-Applicant: Co-Applicant Information Collected and Verified in Accordance With CIP (initial)

Real Estate E-Sign Disclosure

This First State Bank, Athens Texas E-Sign Disclosure ("Disclosure") applies to the Real Estate loan that you have requested. The words "we," "us," and "our" means First State Bank, Athens Texas and the words "you" and "your" means you, each consenting party, who have applied for the loan.

As used in this Disclosure, "Communication" means any authorization, agreement, disclosure, notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

Your consent to receive electronic Communications and transactions includes, but is not limited to: • **Initial disclosures or agreements for your loan** • **Notices or disclosures about a change in the terms of your loan** • **Appraisals**
Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided via e-mail at the e-mail address you specify on this disclosure.

How to Withdraw Consent You may withdraw your consent to receive Communications in electronic form by contacting the Real Estate Department at 903-676-1900. We may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

Hardware and Software Requirements In order to access, view, and retain electronic Communications that we make available to you, you must have: • E-mail Address; • Internet browser Internet Explorer; • Adobe Acrobat Reader.

Requesting Paper Copies We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact the credit department of First State Bank, Athens Texas by telephone at 903-676-1900.

Communications in Writing All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your Early Disclosures, this Disclosure, your initial authorization to receive e-mail disclosures, any changes to that authorization, and any other Communication that is important to you.

Federal Law You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

Yes, I agree to receiving documents and disclosures in connection with my loan via e-mail.

No, I do not wish to receive documents and disclosures in connection with my loan via e-mail, please provide them via mail.

Customer Name _____

Email

Address _____

Date: _____

Yes, I agree to receiving documents and disclosures in connection with my loan via e-mail.

No, I do not wish to receive documents and disclosures in connection with my loan via e-mail, please provide them via mail.

Customer Name _____

Email

Address _____

Date: _____

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NOTICE CONCERNING EXTENSIONS OF CREDIT

First State Bank-Athens
P.O. Box 471
ATHENS, Texas 75751
(903)676-1900
NMLS Company Identifier:
NMLS Originator Identifier:

LOAN NUMBER	DATE	

BORROWER INFORMATION

BORROWER. "Borrower" means each individual or entity identified above and is referred to as "Consumer," "you" or "your" within this Notice.

LENDER. "Lender" means **First State Bank-Athens**, its successors and assigns, whose address is **P.O. Box 471, ATHENS, Texas 75751**.

Section 50(a)(6), Article XVI, of the Texas Constitution allows certain loans to be secured against the equity in your home. Such loans are commonly known as Equity Loans. If you do not repay the loan or if you fail to meet the terms of the loan, the Lender may foreclose and sell your home. The Constitution provides that:

- (A) The loans must be voluntarily created with the consent of each owner of your home and each owner's spouse;
- (B) The principal loan amount at the time the loan is made must not exceed an amount that, when added to the principal balance of all other liens against your home, is more than 80 percent of the Fair Market Value of your home;
- (C) The loan must be without recourse for personal liability against you and your spouse unless you or your spouse obtained this extension of credit by actual fraud;
- (D) The lien securing the loan may be foreclosed upon only with a court order;
- (E) Fees and charges to make the loan may not exceed 3 percent of the loan amount;
- (F) The loan may not be an open-end account that may be debited from time to time or under which credit may be extended from time to time unless it is a Home Equity Line of Credit;
- (G) You may prepay the loan without penalty or charge;
- (H) No additional collateral may be security for the loan;
- (I) The loan may not be secured by Homestead Property that is designated for agricultural use as of the date of closing, unless the Agricultural Homestead Property is used primarily for the production of milk;
- (J) You are not required to repay the loan earlier than agreed solely because the Fair Market Value of your home decreases or because you default on another loan that is not secured by your home;
- (K) Only one loan described by Section 50(a)(6), Article XVI, of the Texas Constitution may be secured with your home at any given time;
- (L) The loan must be scheduled to be repaid in payments that equal or exceed the amount of accrued interest for each payment period;
- (M) The loan may not close before 12 days after you submit a loan application to the Lender or before 12 days after you receive this Notice, whichever date is later; and may not without your consent close before one business day after the date on which you receive a copy of your loan application if not previously provided and a final itemized disclosure of the actual fees, points, interest, costs, and charges that will be charged at closing; and if your home was security for the same type of loan within the past year, a new loan secured by the same property may not close before one year has passed from the closing date of the other loan, unless on oath you request an earlier closing due to a declared state of emergency;
- (N) The loan may close only at the office of the Lender, title company, or an attorney at law;
- (O) The Lender may charge any fixed or variable rate of interest authorized by statute;
- (P) Only a lawfully authorized Lender may make loans described by Section 50(a)(6), Article XVI, of the Texas Constitution;
- (Q) Loans described by Section 50(a)(6), Article XVI, of the Texas Constitution must:
 - (1) Not require you to apply the proceeds to another debt except debt that is secured by your home or owed to another Lender;
 - (2) Not require that you assign wages as security;
 - (3) Not require that you execute instruments which have blanks for substantive terms of agreement left to be filled in;
 - (4) Not require that you sign a Confession of Judgment or Power of Attorney to another person to confess judgment or appear in a legal proceeding on your behalf;
 - (5) Provide that you receive a copy of your final loan application and all executed documents you sign at closing;
 - (6) Provide that the Security Instruments contain a disclosure that this Loan is a loan defined by Section 50(a)(6), Article XVI, of the Texas Constitution;
 - (7) Provide that when the loan is paid in full, the Lender will sign and give you a Release of Lien or an Assignment of the Lien, whichever is appropriate;
 - (8) Provide that you may, within 3 days after closing, rescind the loan without penalty or charge;
 - (9) Provide that you and the Lender acknowledge the Fair Market Value of your home on the date the loan closes; and
 - (10) Provide that the Lender will forfeit all principal and interest if the Lender fails to comply with the Lender's obligations unless the Lender cures the failure to comply as provided by Section 50(a)(6)(Q)(x), Article XVI, of the Texas Constitution.
- (R) If the loan is a Home Equity Line of Credit:
 - (1) You may request advances, repay money, and reborrow money under the Line of Credit;
 - (2) Each advance under the Line of Credit must be in an amount of at least \$4,000;
 - (3) You may not use a credit card, debit card, or similar device, or preprinted check that you did not solicit to obtain advances under the Line of Credit;
 - (4) Any fees the Lender charges may be charged and collected only at the time the Line of Credit is established and the Lender may not charge a fee in connection with any advance;
 - (5) The maximum principal amount that may be extended, when added to all other debts secured by your home, may not exceed 80 percent of the Fair Market Value of your home on the date the Line of Credit is established;

- (6) If the principal balance under the Line of Credit at any time exceeds 50 percent of the Fair Market Value of your home, as determined on the date the Line of Credit is established, you may not continue to request advances under the Line of Credit until the balance is less than 50 percent of the Fair Market Value; and
- (7) The Lender may not unilaterally amend the terms of the Line of Credit.

This Notice is only a summary of your rights under the Texas Constitution. Your rights are governed by Section 50, Article XVI, of the Texas Constitution, and not by this Notice.

By signing this Notice each Borrower acknowledges, reading, understanding, and agreeing to all its provisions and hereby acknowledges receipt of this Notice on the date indicated below:

_____ (Seal)
Date

_____ (Seal)
Date

BORROWER'S BLANKET AUTHORIZATION

PRIVACY ACT NOTICE: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor or borrower under its program. It will not be disclosed outside the agency except as required by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38 USC, Chapter 37 (if VA); by 12 USC, Section 1701 et seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et seq., or 7 USC, 1921 et seq. (if USDA/FMHA).

Borrower Information Name 1: Social Security Number 1: Name 2: Social Security Number 2: Street Address 1: Street Address 2: City/ST/ZIP:		Lender Information Name 1: Street Address 1: Street Address 2: City/ST/ZIP:		
DATE	LOAN NUMBER			

BORROWER AUTHORIZATION: I hereby authorize the Lender to verify my past and present employment earnings records, bank accounts, stock holdings, and any other balances that are needed to process my loan application. I further authorize the Lender to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization.

Borrower

Date

Borrower

Date