

Lender: **ABC Bank**
Borrower: **Mickey Mouse, Jr., a single man**
Property: **123 Easy Street, Paradise, Texas 76073**
Order Number: **201210300225**

PeirsonPatterson, LLP
Loan Transmittal Memorandum

www.ppdocs.com

NOTE TO TITLE COMPANY: PeirsonPatterson's fee will not change if our warranty deed is not used or is not provided. PeirsonPatterson still needs to review the deed unless this *review* is waived by the lender.

This loan package was prepared by: **Ambra Costner**

Comments:

CLOSER MUST attach Exhibit "A" legal description to all applicable documents prior to closing.

Please review closing package for accuracy and completion.

Attorney Invoice
PeirsonPatterson, LLP
 2310 Interstate 20 W, Suite 100
 Arlington, TX 76017
 Phone: (817) 461-5500 Fax: (817) 856-6060

Invoice To: Jane Doe
 Busy Bee Title
 111 Oak Drive
 Arlington, TX 76017
 Phone: (817) 555-7979 Fax:
 GF Number:

| Date | Order # | Description | Amount |
|------------|--------------|--|---------|
| 10/30/2012 | 201210300225 | For professional services in connection with the preparation of real estate documents. | \$75.00 |

Lender:
 ABC Bank
 2310 W Interstate 20, 100
 Arlington, TX 76017
 Phone: (817) 461-5500 Fax:
 Closer: Ambra Costner
 Loan # 1122-33

Property:
 123 Easy Street
 Paradise, TX 76073

Borrower(s):
 Mickey Mouse, Jr.

TO INSURE PROPER CREDIT, PLEASE RETURN COPY OF INVOICE WITH REMITTANCE AND PLEASE REFERENCE OUR INVOICE NUMBER ON YOUR CHECK.

**MAKE CHECK PAYABLE TO: * PeirsonPatterson, LLP. - ARLINGTON *
 DO NOT MAIL TO DALLAS - MAIL CHECK TO ARLINGTON**

The fee(s) on this invoice must be separately itemized on the closing statement and shown as a fee to the Lender's attorney. Please contact this office immediately should the transaction be cancelled so that our billing department can close this account. Please make your payment within three days following the closing.

Please do not staple checks to this invoice.
 THANK YOU FOR YOUR BUSINESS.

To Settlement Agent:
Busy Bee Title
111 Oak Drive
Arlington, TX 76017
Attn: **Jane Doe**
Phone No.: **(817) 555-7979**
Fax No.:
Email: **janedoe@something.com**

From Lender:
ABC Bank
2310 W Interstate 20, 100
Arlington, TX 76017
Attn: **Ambra Costner**
Phone No.: **(817) 461-5500**
Fax No.:
Email: **ambra@ppdocs.com**

Loan Closing Instructions

SECTION I. LOAN INFORMATION

Borrower(s): **Mickey Mouse, Jr.**
Property Address: **123 Easy Street, Paradise, TX 76073**
Loan Amount: **\$160,000.00**
Loan Type: **First Lien-Other-Modification**

Loan # **1122-33**
GF No:
Order Number: **201210300225**
Invoice Number: **2-10-04396**

Closing Date: **July 28, 2012**
Document Exp. Date:
First Payment Date: **September 28, 2012**
Final Payment Date: **September 28, 2012**

SECTION II. LOAN FEES AND ESCROWS

Settlement agent fees are provided as an estimate. Final settlement fees must comply with applicable federal laws, rules and regulations; and any applicable state laws or local ordinances.

A. Fees Paid at Closing.

The following fees must be indicated on the HUD-1 Settlement Statement. Collect same unless indicated as "POC" (Paid Outside Closing). Show all "POC"s as such on the HUD-1 Settlement Statement.

| HUD Line # / Description | Paid To | Borrower (\$) | Seller (\$) | Others (\$) |
|---------------------------|---------------------------------------|---------------|-------------|-------------|
| 1105 Document preparation | PeirsonPatterson, LLP (LENDER TO PAY) | | | 75.00 |

B. Per Diem Interest and Escrows:

Per Diem Interest is **not prepaid**. Do not collect per diem interest. Lender will bill Borrower(s) post closing.

C. Issuance of Separate Checks:

Lender requires the issuance of additional separate checks for the following, which have not been deducted from the loan proceeds.

SECTION III. LOAN DOCUMENTS

We are enclosing the following documents in connection with the above-referenced loan. Do not allow anyone to execute the loan documents before the date indicated on the Note. ALL PAPERS MUST BE SIGNED AS THE LEGAL DOCUMENTATION HAS BEEN TYPED. IF YOU HAVE INFORMATION THAT THE TYPED NAMES OR OTHER FACTUAL INFORMATION ARE INCORRECT, PLEASE CONTACT LENDER IMMEDIATELY. All documents requiring execution in the presence of a notary public shall be so executed, and this notary shall complete the proper notary acknowledgment and affix the proper seal to such documents. If there is any question as to the identity of the person executing any document, the responsibility of determining that person's identity is that of the notary public and the Settlement Agent. No corrections, erasures, changes or substitutions may be made to the documents without Lender's prior written approval. Such documents are conditionally delivered to Settlement Agent only for loan settlement and should under no circumstances leave Settlement Agent's possession or control except for delivery to Lender unless Settlement Agent is in receipt of written instructions otherwise from Lender. Powers of Attorney are not allowed unless specifically approved in writing by Lender. If you have information that the typed names are incorrect, please contact Lender immediately. Please follow the respective instructions for the disposition of each document.

Loan Transmittal Memorandum

Attorney Invoice Return with payment to PeirsonPatterson, LLP. @ 2310 W. Interstate-20, Suite 100, Arlington, Texas, 76017-1668.

Loan Closing Instructions Originals to be signed by Settlement Agent and returned to Lender.

Truth in Lending Disclosure Statement Each Borrower must sign original counterpart prior to signing the Note and Security Instrument (Mortgage / Deed of Trust). Return Original and one (1) certified copy to Lender. Give each Borrower one (1) copy.

APR & Finance Charge Summary Give to Borrower(s).

Itemization of Amount Financed Borrower(s) must initial. Return original to Lender. Give One (1) copy to Borrower(s).

Note Mod. & Agr. for Add'l Work (Residential Construction) All indicated Parties must sign. Return original to Lender. Give each Party one (1) copy.

Flood Insurance Coverage Subject to Possible Change Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Attorney Rep Notice All indicated Parties must sign. Return original to Lender. Give each Party one (1) copy.

Document Correction Agreement Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Power of Attorney Instructions Settlement Agent must sign and follow additional instructions. Return original to Lender.

Collateral Protection Insurance Notice (Texas) Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Texas Consumer Complaint Process Notice (State Chartered Banks and Trusts) Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

W-9 Cover Sheet

Request for Taxpayer Identification Number and Certification - Borrower 1 Each Borrower must complete and sign a separate W-9. Return Original(s) to Lender.

SECTION IV. ADDITIONAL REQUIREMENTS

Certified Copy of Power of Attorney. filed for record. See Master Closing Instructions.

Lender's Privacy Requirements. Maintaining public confidence is important to the success and well-being of Lender. Additionally, Lender is bound by certain state and federal laws and regulations that require Lender and Lender's employees to transact business mindful that information shall be properly safeguarded. These closing instructions hereby put Settlement Agent on notice that the laws, regulations and safeguards that apply to Lender and its employees equally apply to vendors, agents and service providers [VASPs] of Lender. In conducting the business of Lender, certain customer information is obtained, used, created, stored and disposed. It is expected and required that all persons or entities with access to Lender's customer information shall keep that information confidential. VASPs are not authorized to access Lender's customer information except as is minimally necessary to complete assigned work. VASPs are not to make unauthorized copies of customer information. VASPs are not to discuss customer information with anyone other than authorized persons. Casual conversation about customers and customer information is prohibited and should be avoided even with other VASPs or Lender employees. VASPs shall not sell or otherwise share any customer information with any third party persons or companies. It is understood by Settlement Agent that Lender's customer information shall only be obtained, used, stored and disposed by methods and means that are necessary and permitted in order to conduct the business of Lender and Settlement Agent. All such access shall be in a safe guarded manner consistent with Lender's business practices and generally accepted professional business standards.

Other Items:

- **Borrower(s) must complete Social Security Number(s) or Tax ID number on any applicable documents.**
- **Provide any and all other state specific documents necessary to properly close and insure this transaction.**
- **HUD-1 must reference SETTLEMENT AGENT NAME, ADDRESS and PHONE NUMBER in Section H "Settlement Agent" and at least SETTLEMENT AGENT ADDRESS in "Place of Settlement" box.**
- **CLOSER MUST attach Exhibit "A" legal description to all applicable documents prior to closing.**
- **Power of Attorney to be fully executed, notarized and filed of record prior to filing of this Deed of Trust and Warranty Deed.**
- **See Power of Attorney Instructions, enclosed herein, before obtaining signatures from borrower. Handwritten signature MUST match exactly as Signature Line reads: John Doe by Jane Doe, Attorney-In-Fact. Failure to obtain correct poa signatures could cause a delay in funding the loan.**

SECTION V: LOAN FUNDING

Loan Closing Instructions

All papers must be signed as the legal documentation has been typed. If you have information that the typed names or other factual information are incorrect, please contact Lender immediately. All fees and charges required to be paid and known by Settlement Agent must be reflected on the Settlement Statement. The Settlement Statement must be faxed to Lender for approval prior to Closing. After Lender approval, no charges or fees can be added to the Settlement Statement without lender's written consent. The loan must close and fund by the Document Expiration Date indicated on page one of these Instructions. Do not file the Deed of Trust prior to Lender's funding authorization. The Closing of this loan is contingent upon the Sales Price captioned herein being true and correct. Should you have information indicating a lesser Sales Price or any secondary financing not shown above, do not close this loan and contact Lender immediately.

The escrow agent shall prepare the HUD-1 Settlement Statement in accordance with these instructions and provide it to us for our approval at least 24 hours before the real estate settlement transaction is closed. Then, the escrow agent shall close the transaction and disburse funds only in accordance with the approved HUD-1 Settlement Statement. If any party to the transaction requests that his/her funds be disbursed in any manner different from the approved HUD-1, the escrow agent shall advise us of the request and obtain prior approval from us before any funds are disbursed in a manner different from the approved HUD-1 Settlement Statement.

SUBJECT TO ANY LIMITATIONS IMPOSED BY PROCEDURAL RULE P-35 OF THE BASIC MANUAL OF TITLE INSURANCE IN THE STATE OF TEXAS, THE UNDERSIGNED AS AUTHORIZED AGENT FOR SETTLEMENT AGENT HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES TO FOLLOW ALL THE TERMS AND REQUIREMENTS CONTAINED IN THESE CLOSING INSTRUCTIONS, AND THE REVISED COMMITMENT FOR TITLE INSURANCE ISSUED FOR THIS LOAN WHICH ARE INCORPORATED HEREIN BY REFERENCE PRIOR TO THE REQUEST FOR LOAN FUNDING, UNLESS OTHERWISE AUTHORIZED HEREIN. THIS ACKNOWLEDGEMENT DOES NOT OTHERWISE IMPLY A CERTIFICATION OR GUARANTY OF FACT, INSURANCE COVERAGE OR CONCLUSION OF LAW.

Busy Bee Title

By: _____

Settlement Agent Signature

[ORIGINAL SIGNATURE, NOT STAMP, REQUIRED AS A CONDITION OF FUNDING.]

TRUTH-IN-LENDING DISCLOSURE STATEMENT
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Version: 01/30/2011

| | | | |
|--------------------------|--|----------------------|------------|
| CREDITOR: | ABC Bank 2310 W Interstate 20, 100 Arlington, TX 76017 | Loan Number: | 1122-33 |
| BORROWER(S): | Mickey Mouse, Jr. | Closing Date: | 07/28/2012 |
| MAILING ADDRESS: | 123 Easy Street, Paradise, TX 76073 | Type of Loan: | Other |
| PROPERTY ADDRESS: | 123 Easy Street, Paradise, TX 76073 | | |

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|--|--|---|---|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you on your behalf | The amount you will have paid after you have made all payments as scheduled |
| 0.0700% | \$09.51 | \$160,000.00 | \$160,009.51 |

INTEREST RATE AND PAYMENT SUMMARY

| | Rate & Once At Maturity Payment |
|--|--|
| Interest Rate | 0.070% |
| Principal Payment | -none- |
| Interest Payment | \$9.51 |
| Est. Taxes + Insurance (Escrow) | N/A |
| Total Est. Once At Maturity Payment | \$80,009.51 |

You will have a balloon payment of \$160,000.00, plus any interest or charges due, on September 28, 2012

There is no guarantee that you will be able to refinance to lower your rate and payments.

CONSTRUCTION LOAN: During construction period: Calculations are estimated using the assumption that one-half of the commitment amount is outstanding at the contract interest rate for the entire construction period, which is assumed to end September 28, 2012. You must pay interest due on the amount of credit outstanding once at maturity. One payment of \$160,000.00 principal plus accrued but unpaid interest will be paid on September 28, 2012.

VARIABLE RATE FEATURE: Your loan does not have a variable rate feature.

SECURITY: You are giving a security interest in the property located at:
123 Easy Street, Paradise, TX 76073

ASSUMPTION: Someone buying the property cannot, unless otherwise provided by federal law, be allowed to assume the remainder of the loan on the original terms

LATE CHARGE: If your payment is more than 15 days late, you will be charged a late charge of 5.000% of the overdue payment.

PREPAYMENT: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of

TRUTH-IN-LENDING DISCLOSURE STATEMENT CONTINUED

part of the finance charge.

DEMAND FEATURE: N/A

REQUIRED DEPOSIT: N/A

FILING / RECORDING FEES: N/A

INSURANCE: The following insurance is required to obtain credit:
Property insurance
You may obtain the insurance from anyone you want that is acceptable to Lender.

(e) means an estimate

I/We have received these disclosures

Signature

Date

Mickey Mouse, Jr.

By: Donald Duck, Attorney-In-Fact

[Sign Originals Only]

APR & FINANCE CHARGE SUMMARY

Lender:
ABC Bank
2310 W Interstate 20, 100
Arlington, TX 76017

Closing: 07/28/2012
Funding: 07/28/2012
Loan Amount: \$160,000.00
Loan Term: 1
Note Rate: 0.070%
Type of Loan: Other
1st Payment: 09/28/2012
Loan # 1122-33

Borrower(s): Mickey Mouse, Jr.
Mailing Address: 123 Easy Street, Paradise, TX 76073
Property Address: 123 Easy Street, Paradise, TX 76073

| Annual Percentage Rate | Finance Charge (1) | Amount Financed (2) | Total of Payments (3) | Total Sales Price (4) |
|------------------------|--------------------|---------------------|-----------------------|-----------------------|
| 0.0700% | \$9.51 | \$160,000.00 | \$160,009.51 | |

| | |
|---|-------------------|
| 1. Finance Charges: | |
| Total Prepaid Finance Charges | 0.00 |
| Plus Interest for life of loan | 9.51 |
| TOTAL FINANCE CHARGE | 9.51 |
| 2. Calculation of Amount Financed: | |
| Total Loan Amount | 160,000.00 |
| Less Prepaid Finance Charges | 0.00 |
| TOTAL AMOUNT FINANCED | 160,000.00 |
| 3. Calculation of Total of Payments: | |
| Finance Charge | 9.51 |
| Plus Amount Financed | 160,000.00 |
| TOTAL OF PAYMENTS | 160,009.51 |
| 4. Calculation of Total Sales Price: | |
| N/A | |

AMOUNT FINANCED ITEMIZATION

LENDER:
ABC Bank
2310 W Interstate 20, 100
Arlington, TX 76017

Date: **07/28/2012**
Funding: **07/28/2012**
Mortgage Ins: **No**

BORROWERS:
Mickey Mouse, Jr.

Loan Amount: **\$160,000.00**
Loan Term: **Due at maturity**

ADDRESS:
123 Easy Street
Paradise, TX 76073

Note Rate: **0.070%**

PROPERTY ADDRESS:
123 Easy Street, Paradise, TX 76073

Type of Loan: **Other**

1st Payment: **09/28/2012**

Loan # 1122-33

SETTLEMENT AGENT MUST COMPLETE APPLICABLE BLANKS INDICATED WITH "*" FOR ALL THIRD PARTY CHARGES PAID BY BORROWER AND SHOWN ON THE SETTLEMENT STATEMENT PRIOR TO BORROWER'S EXECUTION.

Itemization of the Amount Financed of **\$160,000.00** (per Truth in Lending)

\$ _____ * Amount given to you directly

\$ _____ * Amount paid on your account

Amount(s) paid to others on your behalf (excluding Prepaid Finance Charges):

Amount of Prepaid Finance Charges paid to other on your behalf:

Itemization of Amount Financed

Note Modification and Agreement for Additional Work Under Builder's and Residential Construction Lien Contract

Loan # 1122-33

This Agreement is made effective on **July 28, 2012**, between **Mickey Mouse, Jr., a single man** ("Owner") and **John Smith, Custom Homes, L.P.** ("Contractor") and documents the agreement of Owner and Contractor for additional work to be done under an existing Residential Construction Lien Contract and consent that the lien securing payment of the additional work is assigned to **ABC Bank** ("Lender").

RECITALS

WHEREAS, Owner and Contractor previously entered into a Residential Construction Lien Contract dated **October 28, 2011**, and recorded in **Volume 1111, Page 111 on October 31, 2011** of the Official Public Records of Real Property of **Wise County, Texas**; and **further amended by Agreement for Substitution of Contractor signed and dated January 23, 2012**; and

WHEREAS, the Residential Construction Lien Contract provides for the construction of certain improvements upon the property described in said Residential Construction Lien Contract (the "Property"); and

WHEREAS, prior to completion of the improvements contemplated under the original Residential Construction Lien Contract, Owner and Contractor have agreed to certain alterations, additions and extra work to be completed under the contract. Such contract expressly provides that the lien created therein covers all extra work done and material furnished as a result of alterations to the construction plans. Such alterations and extra work are described in Exhibit "A" which is attached and made a part hereof for all purposes; and

WHEREAS, the extra work and alterations shown on the attached Exhibit "A" have not been started;

NOW, THEREFORE, for good and valuable consideration mutually exchanged between the parties hereto, the sufficiency of which is hereby acknowledged, the Owner and Contractor agree as follows:

1. Contractor will perform the alterations and extra work described on the attached Exhibit "A".
2. Owner agrees to pay or cause to be paid to Contractor for the construction of such alterations and extra work, the sum of **\$10,000.00**, in addition to the contract sum of **\$194,383.00** set forth in the above described Residential Construction Lien Contract for a total of **\$204,383.00**.
3. The additional amount to be paid for all the extra work and materials provided for herein shall be a part of the indebtedness secured by the lien created in the Residential Construction Lien Contract described above.
4. For and in consideration of Lender advancing all or part of the additional cost of the alterations and extra work, Owner and Contractor agree that the lien on the Property created by the Residential Construction Lien Contract secures payment for such alterations, additions and extras and that such lien has been assigned to Lender.
5. Owner agrees that any advances made by Lender for alterations and extra work shall be added to the principal amount due on the original **\$150,000.00** note payable to Lender, and such sum shall bear

interest and be payable upon the same terms as provided in the original note except as modified herein. With this addition the unpaid principal amount of the Note is **\$160,000.00**.

6. The "Completion Date" defined in the Note is extended to **September 28, 2012**.
7. Assignment of Additional Portion of Residential Construction Note and Contract. Contractor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) CASH and other good and valuable consideration, paid by Lender, has sole and conveyed, and does by these presents sell and convey to Lender and to Lender's successors and assigns all instruments evidencing the obligation described in its Residential Construction Note and Contract, together with all liens securing the same to the extent of **\$160,000.00** (heretofore **\$150,000.00**), upon the Property described therein and all improvements erected thereon, and hereby transfers to Lender all liens securing said indebtedness and all of the undersigned's rights under this Contract provided that Lender does not assume any obligation imposed upon the Contractor by virtue of the Contract and Lender shall not be held liable for the performance or breach thereof by the Contractor. Contractor acknowledges and agrees that Lender's **\$160,000.00** lien shall be and remain prior and superior to any balance of Contractor's lien retained. To the extent Lender's advances do not fully pay so much of the Contract Price that Contractor has earned, Contractor retains a second, subordinate and inferior lien until payment in full is received.
8. The parties further acknowledge and agree that, in the event Borrower brings any legal or quasi-legal proceeding against Lender regarding any of the terms, conditions, duties and obligations of this Agreement, including, without limitation, to rescind, reform, enforce, construe or seek any other legal or equitable relief arising out of, this Agreement, and, in the event Lender prevails in that proceeding or adjudication, including any without prejudice adjudication, Lender shall be entitled to recover the reasonable attorneys' fees, expenses and costs of court incurred by Lender in defending those claims upon which Borrower was unsuccessful through trial and upon appeal.

Executed this **Twenty-eighth** day of **July, 2012**.

NOTICE

"IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW."

Signature

Date

Mickey Mouse, Jr.

By: Donald Duck, Attorney-In-Fact

[Sign Originals Only]

Note Modification and Agreement for Additional Work under Builder's and Residential Construction Lien Contract

John Smith Custom Homes, L.P., a Texas limited partnership

By: Management, L.L.C., a Texas limited liability company, its General Partner

Signature Date
John Smith, Manager

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **Donald Duck, Attorney-In-Fact for Mickey Mouse, Jr.**

Notary Public
Printed Name: _____
My commission expires: _____

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **John Smith, Manager of Management, L.L.C., a Texas limited liability company, its General Partner of John Smith Custom Homes, L.P., on behalf of said limited partnership.**

Notary Public
Printed Name: _____
My commission expires: _____

**AFTER RECORDING RETURN TO:
ABC Bank
2310 West Interstate 20
Suite 100
Arlington, Texas 76017
Ambra Costner**

Note Modification and Agreement for Additional Work under Builder's and Residential Construction Lien Contract

Lender: **ABC Bank**
Borrower: **Mickey Mouse, Jr., a single man**
Property: **123 Easy Street, Paradise, Texas 76073**

Flood Insurance Coverage Subject to Possible Change

Loan # 1122-33

If your property is or becomes zoned for required flood insurance and we assign, sell or transfer the servicing of your mortgage loan, your new lender/servicer may require more flood insurance coverage than the minimum amount that has been identified in your Notice of Special Flood Hazards (NSFH). The new lender/servicer may require coverage in an amount greater than the minimum, and has the right to require flood coverage at least equal to 100% of the insurable value (also known as replacement cost value) of the building(s) used as collateral to secure the loan or the maximum available under the National Flood Insurance Program (NFIP) for the particular type of building. You should review your exposure to flood damage with your insurance provider, as you may wish to increase your coverage above the minimum amount required at the time of closing your loan versus what subsequently the new lender/servicer may require.

Acknowledged by Borrower(s) this **Twenty-eighth** day of **July, 2012**.

Signature

Date

Mickey Mouse, Jr.

By: **Donald Duck, Attorney-In-Fact**

[Sign Originals Only]

Lender: **ABC Bank**
Borrower: **Mickey Mouse, Jr., a single man**
Property: **123 Easy Street, Paradise, Texas 76073**

Attorney Representation Notice

Loan # 1122-33

LOAN DOCUMENTATION. PeirsonPatterson, LLP, (“we”, “us” or “our”) has prepared the legal instruments involved in this loan using information supplied by the Lender and other third parties. We have acted only on behalf of the Lender. We and the Lender have not assisted or rendered legal advice to Borrower with respect to the loan or the Property securing it or the documents executed in connection with it. If Borrower has any questions about the meaning of any document or Borrower’s legal rights, Borrower should retain personal legal counsel for advice in this transaction.

DESCRIPTION OF LEGAL SERVICES PERFORMED. We may have prepared all or part of the following legal instruments affecting title to the Property: Deed (if a purchase transaction, Note, Security Instrument and Assignment of Lien (if requested).

DISCLAIMER OF REPRESENTATION OR WARRANTY. We have not conducted a title search on the Property, and make no representation or warranty about condition of the title, access to the Property or any other matters that might be revealed from Borrower’s examination of a survey, title information, or the Property itself. Borrower is cautioned to make sure the Deed delivered to Borrower conveys what Borrower has contracted to purchase.

DATA SUPPLIED BY LENDER. The disclosure calculations and fee data have been supplied by the Lender. We make no representations regarding the value of the Property, conformance with any limitations on fees, waiting periods or any other matters outside our control.

RESPONSIBILITY FOR PAYMENT OF FEES. As part of Borrower’s obligation to pay the expenses of the Lender in connection with the preparation of the legal documentation, Borrower agrees to pay directly to us at loan closing, the amount indicated on the Attorney Invoice.

BASIS FOR FEE. The document preparation fee charged by us is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for our services, taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform the services. Other considerations include our expertise in the complexities of the real estate practice, the necessary overhead associated with the rendering of the services and our assumption of risk in the rendering of the services. There has been no charge made for any disclosures or information required by the Real Estate Settlement and Procedures Act, the Truth-in-Lending Act or the Homeowners’ Protection Act.

Borrower and Seller hereby acknowledge receiving and reading a copy of this Notice and affirm the accuracy of their respective contained herein.

Signature _____ Date _____
Mickey Mouse, Jr.
By: **Donald Duck, Attorney-In-Fact**

Attorney Rep Notice

[Sign Originals Only]

Attorney Rep Notice

Lender: ABC Bank
Borrower: Mickey Mouse, Jr., a single man
Property: 123 Easy Street, Paradise, Texas 76073

Document Correction Agreement

Loan # 1122-33

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, Borrower(s) agrees as follows: That, should a document be lost or misplaced, misstated or inaccurately reflect the true and correct terms and conditions of the Loan, upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate documents(s). Borrower's completed and accepted final application and any disclosure statements provided by Lender shall be evidence of Borrower's and Lender's intent regarding the agreed terms and conditions of the loan. If a replacement note is executed, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original executed note. The documents Lender requests Borrower(s) to execute, acknowledge, initial and deliver pursuant to this Paragraph shall hereinafter be referred to as "Replacement Documents." Borrower(s) agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) of a written request from Lender for such replacement. Borrower(s) also agrees that upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's reasonable request to supply additional documentation and/or to pay Lender any additional sums previously disclosed to Borrower(s) as a cost or fee associated with the Loan which for whatever reason was not collected at closing. The documents or fees Lender requests Borrower(s) to provide pursuant to this Paragraph shall hereinafter be referred to as "Additional Documents or Fees."

REQUEST BY LENDER: Any request by the Lender, (including persons acting on behalf of the Lender) or Settlement Agent for any Additional Documents or Fees shall be prima facie evidence of the necessity for same. A written statement from Lender, (including persons acting on behalf of the Lender) or Settlement Agent, addressed to Borrower(s) at the address indicated in the documentation shall be considered conclusive evidence of the necessity for said Additional Documents or Fees or corrections thereof.

FAILURE TO DELIVER REPLACEMENT OF ADDITIONAL DOCUMENTS OR FEES MAY CONSTITUTE DEFAULT: Borrower(s)'s failure or refusal to comply with the terms of the Lender's request may, at Lender's election, constitute a default under the note and/or mortgage/deed of trust and give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

BORROWER LIABILITY: If Borrower(s) fails or refuses to execute, acknowledge, initial and deliver the Replacement Documents or provide the Additional Documents or Fees to Lender more than ten (10) days after being requested to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agree(s) to be liable for any and all loss or damage which Lender sustains thereby including but not limited to all attorney's fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).

Signature

Date

Mickey Mouse, Jr.

By: **Donald Duck, Attorney-In-Fact**

[Sign Originals Only]

Lender: **ABC Bank**
Borrower: **Mickey Mouse, Jr., a single man**
Property: **123 Easy Street, Paradise, Texas 76073**

Power of Attorney Instructions

Loan # 1122-33

As Settlement Agent for the above-referenced transaction, I have performed the following with regard to the Power of Attorney used in the referenced transaction:

1) The copy of the Power of Attorney attached hereto and incorporated herein by reference (which has been stamped by me as agent for Settlement Agent to be a correct and complete copy) is a correct and complete copy of the original Power of Attorney which will be filed of record prior to the filing of Lender's Deed of Trust/Mortgage in the same county in which the Property is located.

2) The original Power of Attorney will be forwarded directly to Lender from the County Clerk after recordation.

3) Settlement Agent verified at the time of closing that the principal was alive and had not revoked the Power of Attorney.

4) Settlement Agent verified the authenticity and authority of the Agent and Power of Attorney.

5) All signatures and acknowledgements have been completed in the same manner as the following examples: (Examples are based upon a situation wherein a Jane Smith has Power of Attorney for a John Doe. Add language in parenthesis if Jane Smith is also signing in her individual capacity.)

a) SIGNATURE EXAMPLE:

/S/ John Doe by Jane Smith, attorney-in-fact
John Doe by Jane Smith, attorney-in-fact

/S/ Jane Smith
Jane Smith

b) ACKNOWLEDGEMENT EXAMPLE:

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by
JANE SMITH AND JANE SMITH AS ATTORNEY-IN-FACT FOR JOHN DOE.

NOTARY PUBLIC - STATE OF _____
Printed Name of Notary:
Notary's Commission Expires:

As authorized agent for Settlement Agent, I have followed the above instructions.

(Settlement Agent)

By: _____
Title: _____

Lender: **ABC Bank**
Borrower: **Mickey Mouse, Jr., a single man**
Property: **123 Easy Street, Paradise, Texas 76073**

Collateral Protection Insurance Notice (Texas)

Loan # 1122-33

Pursuant to Texas law (Tex. Finance Code § 307.052), Lender is required to give the following notice at the time the credit agreement is executed.

You have entered into a credit agreement that requires you to maintain Collateral Protection Insurance for the above property. As part of this agreement, you are required to:

1. **Keep the collateral insured against damage in the amount the Lender specifies;**
2. **Purchase the insurance from an insurer that is authorized to do business in this state or an eligible surplus lines insurer;**
3. **Name Lender as the party to be paid under the policy in the event of a loss; and**
4. **If required by Lender, deliver to Lender a copy of the policy and proof of the payment of premiums.**

If you fail to meet any requirement listed above, Lender may obtain Collateral Protection Insurance on your behalf and at your expense.

ACKNOWLEDGMENT

I/We hereby acknowledge receipt of this Collateral Protection Insurance Notice and further acknowledge that I/we understand its provisions.

Signature Date
Mickey Mouse, Jr.
By: **Donald Duck, Attorney-In-Fact**

[Sign Originals Only]

Texas Consumer Complaint Process Notice State Chartered Bank & Trusts

The **ABC Bank** is chartered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against the **ABC Bank** should contact the **Consumer Complaints Administrator** of the Texas Department of Banking through one of the means indicated below:

| | |
|-----------------------------------|--|
| In Person or by U.S. Mail: | 2601 N. Lamar Boulevard, Suite 300 Austin, Texas 78705-4294. |
| Telephone No.: | 877-276-5554 (Toll Free) |
| Fax No.: | 512-475-1313 |
| E-mail: | consumer.complaints@dob.texas.gov |
| Website: | http://www.dob.Texas.gov/bnt/ccbank.htm |

By signing below, I/we acknowledge receipt of a copy of this Texas Consumer Complaint Process Notice.

Signature

Date

Mickey Mouse, Jr.

By: **Donald Duck, Attorney-In-Fact**

[Sign Originals Only]

Settlement Agent:

Please complete Social Security Number(s) on each W-9 attached.

Thank you.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Mickey Mouse, Jr. | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) 123 Easy Street | Requester's name and address (optional) |
| City, state, and ZIP code Paradise, TX 76073 | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**LAST PAGE
OF THE PACKAGE**