DOCUMENTS NEEDED FOR REAL ESTATE LOAN APPLICATION

Thank you for applying for a Real Estate Loan with Bandera Bank. In order to complete the application process, we ask that you provide the following:

_____ COMPLETE AND SIGN THE ATTACHED APPLICATION AND ALL ACCOMPANYING DOCUMENTS

_____ TWO FORMS OF IDENTIFICATION:
- _____ CURRENT DRIVER'S LICENSE
- _____ 2nd ID CAN BE ANY ONE (1) OF THE FOLLOWING (MUST BE CURRENT):
  - US PASSPORT
  - EMPLOYER ID CARD
  - MILITARY ID CARD
  - VOTER'S REGISTRATION CARD
  - CONCEALED HANDGUN LICENSE
  - INSURANCE CARD
  - CREDITCARD/DEBIT CARD

_____ PREVIOUS TWO MONTHS BANK STATEMENTS (CHECKING AND SAVINGS ACCOUNTS)

_____ CURRENT PAYSTUB WITH YEAR-TO-DATE INCOME AND PREVIOUS YEAR W-2

_____ SELF-EMPLOYED
- _____ YEAR-TO-DATE INCOME STATEMENT (P & L)
- _____ CURRENT BALANCE SHEET

_____ TWO (2) MOST RECENT INCOME TAX RETURNS (PERSONAL AND, IF APPLICABLE, BUSINESS)

_____ SALES CONTRACT (IF PURCHASE)

_____ LEGAL DESCRIPTION OF PROPERTY

_____ IF MOBILE HOME IS LOCATED ON THE PROPERTY, A COPY OF THE M/H TITLE

_____ PROOF OF HOMEOWNERS INSURANCE WITH ADEQUATE COVERAGE *(If this is a purchase transaction, provide this before closing showing Bandera Bank as lienholder.)*

_____ IF THIS IS FOR A CONSTRUCTION LOAN, PLEASE PROVIDE THE FOLLOWING:
- _____ PLANS AND SPECIFICATIONS OF THE PROPOSED HOUSE
- _____ COST BREAKDOWN OF HOUSE COMPONENTS
- _____ CONTRACTOR'S NAME, ADDRESS, AND, IF NOT LOCAL, BANK REFERENCES
- _____ LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS
- _____ ANTICIPATED DRAW SCHEDULE FROM CONTRACTOR
- _____ IF WORK HAS BEGUN, LIEN WAIVERS FROM ALL SUPPLIERS AND SUBCONTRACTORS
- _____ IF YOU INTEND TO FINANCE THE PERMANENT LOAN ELSEWHERE, PROVIDE A LETTER OF COMMITMENT FROM THE LENDER

Universal Credit Application
(Consumer Real Estate)

Lender Use Only

Lender Case No./HMDA ULI ______________________

HMDA Reportable ☐ Yes ☐ No

Census Tract ________

1. Type of Application

(Check only one of the four checkboxes; and sign, if joint credit. Use another application if more than two applicants.)

☐ **Individual Credit.** If checked, this is an *Application for Individual Credit* - relying solely on my income and assets.

☐ **Individual Credit with Another.** If checked, this is an *Application for Individual Credit* - relying on my income and assets and on income and/or assets of another as a basis for loan qualification. *(Complete Applicant and Co-Applicant sections.)*

☐ **Individual Credit (Community Property State).** If checked, this is an *Application for Individual Credit* - relying on my income or assets. The income or assets of my spouse (or other person), who has community property rights pursuant to state law, will not be used as a basis for loan qualification. However, his or her liabilities must be considered because my spouse (or other person) has community property rights pursuant to applicable law, and, as Applicant, I reside in a community property state, the property that will secure the loan is located in a community property state, or I am relying on other property located in a community property state as a basis for repayment of the loan. *(Complete Applicant and Co-Applicant sections.)*

☐ **Joint Credit.** If checked, this is an *Application for Joint Credit*. By signing below, the Applicant and Co-Applicant agree that each of us intend to apply for joint credit. *(Complete Applicant and Co-Applicant sections.)*

______________________ Applicant for Joint Credit

______________________ Co-Applicant for Joint Credit

2. Terms of Credit Requested

Type of Credit	Amount Requested	Interest Rate Type	Term of Credit *(in Months)*
☐ Loan ☐ Line of Credit	$	☐ Fixed ☐ Adjustable ☐ ________	

3. Property Information and Loan Purpose

Subject Property Address (street, county or parish, city, state & ZIP)	No. of Units
Legal Description of Subject Property (attach description if necessary)	Year Built

Loan Purpose: ☐ Purchase ☐ Construction-Initial ☐ Home Improvement ☐ Refinance ☐ Construction-Permanent ☐ ________

Property will be: ☐ Primary Residence ☐ Secondary Residence ☐ Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	$	$	$	$	$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements ☐ made ☐ to be made
	$	$		Cost: $

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)		☐ Fee Simple ☐ Leasehold (show expiration date)

4. Applicant Information

Applicant					Co-Applicant				
Applicant's Name					Co-Applicant's Name				
Social Security No.	Primary Phone ☐ Cell		Date of Birth		Social Security No.	Primary Phone ☐ Cell		Date of Birth	
ID Type & No.	Issued By	Issue Date	Exp. Date		ID Type & No.	Issued By	Issue Date	Exp. Date	
E-mail Address					E-mail Address				
☐ Married ☐ Separated ☐ Unmarried (including single, divorced, widowed)		Dependents (not listed by Co-Applicant) No. Ages			☐ Married ☐ Separated ☐ Unmarried (including single, divorced, widowed)		Dependents (not listed by Applicant) No. Ages		
Present Address ☐ Own ☐ Rent ☐ ________ No. Yrs. ____					Present Address ☐ Own ☐ Rent ☐ ________ No. Yrs. ____				
Mailing Address, if different from Present Address					Mailing Address, if different from Present Address				
Former Address ☐ Own ☐ Rent ☐ ________ No. Yrs. ____					Former Address ☐ Own ☐ Rent ☐ ________ No. Yrs. ____				

5. Employment Information

Applicant		Co-Applicant	
Name & Address of Employer ☐ Self Employed	Yrs. on this job	Name & Address of Employer ☐ Self Employed	Yrs. on this job
	Yrs. employed in this line of work/profession		Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone	Position/Title/Type of Business	Business Phone

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Applicant		Co-Applicant	
Name & Address of Employer ☐ Self Employed	Dates (from - to)	Name & Address of Employer ☐ Self Employed	Dates (from - to)
	Business Phone		Business Phone
Position/Title/Type of Business	Gross Monthly Income $	Position/Title/Type of Business	Gross Monthly Income $
Name & Address of Employer ☐ Self Employed	Dates (from - to)	Name & Address of Employer ☐ Self Employed	Dates (from - to)
	Business Phone		Business Phone
Position/Title/Type of Business	Gross Monthly Income $	Position/Title/Type of Business	Gross Monthly Income $

6. Monthly Income and Combined Housing Expense Information

Gross Monthly Income	Applicant	Co-Applicant	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	$	$	$	Rent	$	
Overtime	$	$	$	First Mortgage (P&I)	$	$
Bonuses	$	$	$	Other Financing (P&I)	$	$
Commissions	$	$	$	Hazard Insurance	$	$
Dividends/Interest	$	$	$	Real Estate Taxes	$	$
Net Rental Income	$	$	$	Mortgage Insurance	$	$
Other (before completing, see the notice in "Describe Other Income," below)				Homeowner Assn. Dues	$	$
	$	$	$	Other	$	$
Total	$	$	$	Total	$	$

*** Self Employed Applicant(s) may be required to provide additional documentation such as tax returns and financial statements.**

A/C	Describe Other Income	**Notice: Alimony, child support, or separate maintenance income need not be revealed if the Applicant (A) or Co-Applicant (C) does not choose to have it considered for repaying this loan.**	Monthly Amount
			$
			$
			$

7. Assets and Liabilities

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Applicants if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the *Co-Applicant section* was completed about a non-applicant spouse or other person, this Statement and supporting schedules must also be completed about that spouse or other person.

Completed ☐ Jointly ☐ Not Jointly

Schedule of Real Estate Owned. (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale, R if rental for income or O for other) ▼		Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
			$	$	$	$	$	$
			$	$	$	$	$	$
			$	$	$	$	$	$
		Totals	$	$	$	$	$	$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

2

7. Assets and Liabilities (Continued)

Assets Description	Cash or Market Value
Cash deposit toward purchase held by:	$
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Name and address of Bank, S&L, or Credit Union	
Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life Insurance net cash value Face amount: $	$
Subtotal Liquid Assets	$
Real estate owned (enter market value from schedule of real estate owned)	$
Vested interest in retirement fund	$
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Other Assets (from continuation page, if any)	$
Total Assets (a)	$

Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.

Liabilities	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Company	$ Payment/ Months	$
Acct. no.	☐ Revolving	
Name and address of Company	$ Payment/ Months	$
Acct. no.	☐ Revolving	
Name and address of Company	$ Payment/ Months	$
Acct. no.	☐ Revolving	
Name and address of Company	$ Payment/ Months	$
Acct. no.	☐ Revolving	
Name and address of Company	$ Payment/ Months	$
Acct. no.	☐ Revolving	
Name and address of Company	$ Payment/ Months	$
Acct. no.	☐ Revolving	
Name and address of Company	$ Payment/ Months	$
Acct. no.	☐ Revolving	
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job-Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments	$	
Other Liabilities (from continuation page, if any)		$
Net Worth (a - b) ▶ $	**Total Liabilities (b)**	$

8. Declarations

	Applicant Yes	Applicant No	Co-Applicant Yes	Co-Applicant No
a. Are there any outstanding judgments against you?	☐	☐	☐	☐
b. Have you been declared bankrupt within the past 10 years?	☐	☐	☐	☐
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	☐	☐	☐	☐
d. Are you a party to a lawsuit?	☐	☐	☐	☐
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	☐	☐	☐	☐
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	☐	☐	☐	☐

8. Declarations (Continued)

	Applicant Yes	Applicant No	Co-Applicant Yes	Co-Applicant No
g. Are you obligated to pay alimony, child support, or separate maintenance?	☐	☐	☐	☐
h. Is any part of the down payment borrowed?	☐	☐	☐	☐
i. Are you a co-maker or endorser on a note?	☐	☐	☐	☐
j. Are you a U.S. citizen?	☐	☐	☐	☐
k. Are you a permanent resident alien?	☐	☐	☐	☐
l. Do you intend to occupy the property as your primary residence?	☐	☐	☐	☐
m. Have you had an ownership interest in a property in the last three years?	☐	☐	☐	☐
(1) What type of property did you own – principal residence (PR), second home (SH), or investment property (IP)?	______		______	
(2) How did you hold title to the home – solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	______		______	
n. Are there any other equity loans on the property?	☐	☐	☐	☐

9. Continuation and Additional Information

Instructions. Use this section if you need more space to complete the Universal Credit Application. Mark **"A"** for Applicant and **"C"** for Co-Applicant. Use this space if you answered "Yes" to any of the questions in Section 8.

10. Federal Notices

Important Information to Applicant(s). 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 applies for a loan or opens an account.

What this means for you. When you apply for a loan or 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 and/or other identifying documents. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

False Statements. By signing below, I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, *et seq*.

11. State Notices

California Residents. Each applicant, if married, may apply for a separate account.

Massachusetts Residents. Under Massachusetts statute, Mass. Gen. L. ch. 184, Section 17B, you, the Applicant (and Co-Applicant) are entitled to know the following:

1. The responsibility of the attorney for the Mortgagee is to protect the interest of the Mortgagee.
2. Mortgagors may, at their own expense, engage an attorney of their own selection to represent their interests in the transaction.

For Home Equity Line of Credit. The current annual percentage rate for finance charges and, if the rate may vary, a statement to that effect and of the circumstances under which the rate may increase and whether there are any limitations on any such increase, as well as the effects of any such increase; the conditions under which a finance charge may be imposed, including the time period within which any credit extended may be repaid without incurring a finance charge; whether any annual fee is charged and the amount of any such fee; and whether any other charges or fees may be assessed, the purposes for which they are assessed, and the amounts of any such charges or fees.

New York Residents. A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered, we will tell you the name and address of the consumer reporting agency that provided the report. Subsequent reports may be ordered or utilized in connection with an update, renewal or extension of credit for which you have applied.

Ohio Residents. The Ohio laws against discrimination require all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Texas Residents. The owner of the homestead is not required to apply the proceeds of the extension of credit to repay another debt except debt secured by the homestead or debt to another lender.

Wisconsin Residents. Notice to Married Applicants. No provision of any marital property agreement, unilateral statement under Wisc. Statutes §766.59 or a court decree under Wisc. Statutes §766.70 adversely affects the interest of the lender unless the lender, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the lender is incurred.

For married Wisconsin Residents. The credit being applied for, if granted, will be incurred in the interest of my marriage or family. I understand the creditor may be required by law to give notice of this transaction to my spouse.

12. Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, *et seq.*; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made

12. Acknowledgment and Agreement (Continued)

for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an *"electronic record"* containing my *"electronic signature,"* as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Consent. You authorize us to contact you using any of the telephone numbers listed on this Credit Application or that you subsequently provide us in connection with your credit account - regardless whether the number we use is assigned to a paging service, cellular telephone service, specialized mobile radio service or other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, text and email and through the use of pre-recorded/artificial voice messages or an automated dialing device.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

X ______________________________ Applicant's Signature Date

X ______________________________ Co-Applicant's Signature Date

13. Government Monitoring or Demographic Information

***For Lender.** Instruct applicant to cross-out this section (1) if it is not required by law or (2) if Lender will use the HMDA Demographic Information form when required by HMDA. Otherwise, only complete this section if the loan will be secured by the applicant's principal dwelling under Regulation B.*

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, the Lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below.

Applicant	☐ I do not wish to furnish this information		**Co-Applicant**	☐ I do not wish to furnish this information	
Ethnicity:	☐ Hispanic or Latino	☐ Not Hispanic or Latino	**Ethnicity:**	☐ Hispanic or Latino	☐ Not Hispanic or Latino
Race:	☐ American Indian or Alaska Native ☐ Native Hawaiian or Other Pacific Islander	☐ Asian ☐ Black or African American ☐ White	**Race:**	☐ American Indian or Alaska Native ☐ Native Hawaiian or Other Pacific Islander	☐ Asian ☐ Black or African American ☐ White
Sex:	☐ Female	☐ Male	**Sex:**	☐ Female	☐ Male

For Mortgage Loan Originator

This information was provided through: ☐ Mail or Fax ☐ E-mail or Internet ☐ Telephone Interview ☐ Face-To-Face Interview (includes Electronic Media with Video Component)

Loan Originator's Signature X	**Date**	**Loan Originator's Phone Number**
Loan Originator's Name	**Loan Originator Identifier**	**Loan Origination Company's Address**
Loan Origination Company's Name	**Loan Origination Company Identifier**	

Transaction Worksheet - Optional

a. Purchase price	$	k. Applicant's closing costs paid by Seller	$
b. Alterations, improvements, repairs	$	l. Other Credits (explain)	$
c. Land (if acquired separately)	$		
d. Refinance (include debts to be paid off)	$		
e. Estimated prepaid items	$	m. Loan amount (exclude PMI, MIP Funding Fee financed)	$
f. Estimate closing costs	$		
g. PMI, MIP, Funding Fee	$	n. PMI, MIP, Funding Fee financed	$
h. Discount (if Applicant will pay)	$	o. Loan amount (add m & n)	$
i. **Total costs (add items a through h)**	$	p. Cash from/to Applicant (subtract, j, k, l & o from i)	$
j. Subordinate financing	$		

For Lender's Use

Lender's Initial Lien Position ☐ First Lien ☐ Second Lien ☐ Subordinate Lien	**First Lien Holder's Name & Address (if any)** Loan No.	**Second Lien Holder's Name & Address (if any)** Loan No.	
Date Application Received	**Received By**	**Amount Requested** $	
Decision ☐ Approved ☐ Denied	**Decision Date**	**Decision By**	
Interest Rate Fixed/Index: ________% Margin ________ points	**Amount Approved** $	**Initial Advance (if applicable)**	**Funding Date**
Refinancing ☐ Yes ☐ Cash Out	**Rescindable** ☐ Yes	**Early Disclosures Given** ☐ Yes, on	**High Cost Mortgage** ☐ Yes **High Priced Mortgage** ☐ Yes

Demographic Information Addendum. This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this informationis to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: *Check one or more*

☐ Hispanic or Latino
- ☐ Mexican ☐ Puerto Rican ☐ Cuban
- ☐ Other Hispanic or Latino - *Print origin:*

____

____

____

For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.

☐ Not Hispanic or Latino

☐ I do not wish to provide this information

Sex

☐ Female

☐ Male

☐ I do not wish to provide this information

Race: *Check one or more*

☐ American Indian or Alaska Native - *Print name of enrolled or principal tribe:*

____

____

____

☐ Asian
- ☐ Asian Indian ☐ Chinese ☐ Filipino
- ☐ Japanese ☐ Korean ☐ Vietnamese
- ☐ Other Asian - *Print race:*

____

____

____

For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander
- ☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
- ☐ Other Pacific Islander - *Print race:*

____

____

____

For example: Fijian, Tongan, and so on.

☐ White

☐ I do not wish to provide this information

To Be Completed by Financial Institution *(for application taken in person):*

Was the ethnicity of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES

Was the sex of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES

Was the race of the Borrower collected on the basis of visual observation or surname? ☐ NO ☐ YES

The Demographic Information was provided through:

☐ Face-to-Face Interview *(includes Electronic Media w/Video Component)* ☐ Telephone Interview ☐ Fax or Mail ☐ Email or Internet

Borrower Name: ______________________________

Demographic Information Addendum. This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this informationis to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: *Check one or more*

☐ Hispanic or Latino
- ☐ Mexican ☐ Puerto Rican ☐ Cuban
- ☐ Other Hispanic or Latino - *Print origin:*

____

For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.

☐ Not Hispanic or Latino

☐ I do not wish to provide this information

Sex

☐ Female

☐ Male

☐ I do not wish to provide this information

Race: *Check one or more*

☐ American Indian or Alaska Native - *Print name of enrolled or principal tribe:*

____

☐ Asian
- ☐ Asian Indian ☐ Chinese ☐ Filipino
- ☐ Japanese ☐ Korean ☐ Vietnamese
- ☐ Other Asian - *Print race:*

____

For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander
- ☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
- ☐ Other Pacific Islander - *Print race:*

____

For example: Fijian, Tongan, and so on.

☐ White

☐ I do not wish to provide this information

To Be Completed by Financial Institution ***(for application taken in person):***

Was the ethnicity of the Borrower collected on the basis of visual observation or surname?	☐ NO	☐ YES
Was the sex of the Borrower collected on the basis of visual observation or surname?	☐ NO	☐ YES
Was the race of the Borrower collected on the basis of visual observation or surname?	☐ NO	☐ YES

The Demographic Information was provided through:

☐ Face-to-Face Interview *(includes Electronic Media w/Video Component)* ☐ Telephone Interview ☐ Fax or Mail ☐ Email or Internet

Borrower Name: ______________________________

REGULATION B – NOTICE OF INTENT TO APPLY FOR JOINT CREDIT

APPLICANT:

____

____

____

LENDER:

BANDERA BANK
207 Main
Bandera, TX 78003

NOTICE: We intend to apply for joint credit.

ACKNOWLEDGEMENT: By signing below, we acknowledge the intention to apply for joint credit on ________________________________.
Date

________________________________ Date_________________________

________________________________ Date_________________________

NOTICE OF RIGHT TO RECEIVE COPY OF APPRAISAL

Bandera Bank
P.O. Box 1596
Bandera, TX 78003

Applicants:	Loan No.
	Date of Application:
Current Address:	
	Date of Notice:
Property Address:	

"You" means the Applicants(s) and "I/We" means the Lender

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. 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.

Acknowledgment

By signing below, you acknowledge that you have read and understood the Notice of your right to receive a copy of the appraisal.

____________________________________ ____________________________________

Applicant Date Applicant Date

The Lender certifies that a completed copy of the notice was ___mailed____delivered to the applicant(s) on __________________ (date)

____

Lender Signature Date

ELECTRONIC TRANSACTION CONSENT AND AGREEMENT

Financial Institution:

Customer/Member:

Transaction Summary:

Electronic Signatures. *I/my* means the Customer/Member signing this Consent and Agreement; *Electronic Signature* means a digitized image of my handwritten signature; *Sign* means applying my signature. Financial Institution and I wish to enter into a financial transaction (the "transaction"). I intend to sign each document checked below with an electronic signature. I intend that the electronic signature is my valid signature. I intend to sign only once, and intend for the electronic signature to be added to every place where my signature is needed on the document(s) checked below. I agree that the signed electronic document(s) will be as enforceable as the paper document(s) that I sign with handwritten ink signature. I agree that before I signed this Consent and Agreement or any document(s) in the transaction, the Financial Institution employee explained the following to me:

(a) I will use the electronic signature device that the Financial Institution employee will provide to create a digitized image of my handwritten signature ("electronic signature");
(b) After I sign the electronic signature device one time, and after I sign this Consent and Agreement, the Financial Institution employee will add my electronic signature to every place where my signature is needed on the document(s) listed below;
(c) After the Financial Institution employee adds my electronic signature, the document(s) will show my electronic signature;
(d) Financial Institution will keep the signed document(s) in the electronic format.

Electronic Signature Procedure. I agree that before I signed this Consent and Agreement, the Financial Institution employee followed the Electronic Signature Procedure, as described below:

(a) I reviewed a completed but unsigned paper copy of the document(s) listed below;
(b) The Financial Institution employee and I reviewed each area of the document(s) that requires any signature, and the Financial Institution employee explained to me why each signature is required;

(c) After I reviewed the document(s), I marked the line next to the document name(s) listed below to indicate that I: (i) reviewed and understand the document, (ii) understand where each signature will be added on the document, (iii) am ready to sign the document, and (iv) intend that the electronic signature that will be added to the document will be effective as my signature;
(d) This Consent and Agreement is only effective for the transaction;
(e) I may withdraw my consent to sign with electronic signature at any time before I sign the electronic signature device for the transaction.

Documents. I agree that I will sign the following document(s) with electronic signature as part of the transaction:

Document Name **Reviewed and Ready to Sign**

Customer/Member

Date

CONSENT TO CONTACT YOU BY TELEPHONE, TEXT AND EMAIL

Date:

CREDITOR:
BANDERA BANK
207 Main
Bandera, TX 78003
Telephone: (830) 796-3711
Organized and existing under the laws of Texas

CONSUMER:

Application or Loan Number:

The pronoun "you" means Creditor, agents and assignees. The pronouns "I", "my", and "me" mean the Consumer.

In order for you to service the account referenced above and all other accounts and services ("My Account") in my name solely, jointly or as a representative of others, you may need to contact me from time to time by telephone, text messaging or email about My Account. However, you must first obtain my consent to contact me about My Account because you must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and associated federal regulations and orders issued by the Federal Communications Commission (FCC).

- My consent is limited to My Accounts.
- My consent is voluntary; and any purchase of products or services from you is not conditioned on my consent.
- My consent does not authorize you to contact me for telemarketing purposes.

With the above understandings and by signing below, I authorize you to contact me regarding My Account throughout its existence using any telephone numbers or email addresses that:

- I have previously provided to you;
- I have provided below; and
- I may subsequently provide to you.

This consent is regardless of whether the number you use to contact me is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which I may be charged for the call. I further authorize you to contact me through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, I may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify you.

This consent updates any previous consent and further supersedes previous revocations of consent, if any, by me.

Date:__________________

Home Phone:

Business Phone:

Email: __________________________

CONSTRUCTION NOTICE

KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW. You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

CONVEYANCE TO CONTRACTOR NOT REQUIRED. Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

KNOW YOUR CONTRACTOR. Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

GET IT IN WRITING. Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

READ BEFORE YOU SIGN. Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

GET A LIST OF SUBCONTRACTORS AND SUPPLIERS. Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

MONITOR THE WORK. Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

MONITOR PAYMENTS. If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

BY SIGNING BELOW YOU ACKNOWLEDGE RECEIPT
OF PAGES 1 AND 2 OF THIS CONSTRUCTION NOTICE.

Signature Date

Signature Date

CLAIMS BY SUBCONTRACTORS AND SUPPLIERS. Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions: (1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold. (2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as "statutory retainage." If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold. If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

SOME CLAIMS MAY NOT BE VALID. When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT. When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

OBTAIN TITLE INSURANCE PROTECTION. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a "completion of improvements" policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement.

SERVICING DISCLOSURE STATEMENT

<u>LENDER</u>   <u>BORROWER</u>   DATE__________

BANDERA BANK
P.O. BOX 1596
BANDERA, TX 78003

LOAN NUMBER:________

PROPERTY ADDRESS:______________________________

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NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.) RESPA gives you certain rights under Federal Law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information

___ We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.

___ We do not service mortgage loans of the type for which you applied. We intend to assign, sell or Transfer the servicing of your mortgage loan before the first payment is due.

_X_ The loan for which you have applied will be serviced at this financial institution and we do not intend To sell, transfer, or assign the servicing of the loan.

By signing below, I/we acknowledge receiving a copy of this disclosure.

Applicant	Date	Applicant	Date
Applicant	Date	Applicant	Date