

BORROWER(S) CERTIFICATION AND CLIENTS' AUTHORIZATION FORM

CERTIFICATION OF APPLICATION INFORMATION

Each of the undersigned certifies and agrees to the following:

1. I have applied for a Home Mortgage Refinance with **Pacific Life Servicing**. ("The Lender"). In applying for a Home Mortgage Refinance, I completed an application containing various information on the purpose of the Home Mortgage Refinance, the requested amount, information about the subject property, and employment and income verification. I certify that all the information is true and complete. I made no misrepresentation in the Home Mortgage Refinance application or other documents, nor did I omit any pertinent information.
2. I understand and agree that the Lender reserve the right to verify with my employer and/or my financial institution the information provided in the application and in any other required documents.
3. I agree that Lender may obtain consumer credit report(s) on me in connection with my application for credit and that Lender and any assignee or servicer of an approved account may also do so for any reviews, updates, renewals, extensions, or collection activity on the account.
4. I fully understand that it is a Federal crime punishable by fine or imprisonment, or both, under the provisions of Title 18, United States Code, and Section 1001, et seq., to knowingly make any false statement when applying for the Home Mortgage Refinance Loan.
5. If two or more names are set forth below, one or more applicants have stated that this is an application for joint credit. To confirm the intent to apply for joint credit, both applicants must sign and date below. If both applicants do not intend to apply for joint credit, please contact our Loan Processor immediately.
6. I agree that **Pacific Life Servicing** may share information about its experience with me, with its subsidiaries and affiliated companies ("**Pacific Life Servicing and Companies**"). I may request that the application information, information from an outside source and consumer report information will not be shared among the **Pacific Life Servicing and Companies** by calling +1 (424) 326-6230, online at www.PacificLifeServicing.com through Contact Us or by talking with a customer service representative at the financial center or your client relationship manager.

13547 Ventura Blvd. suite 202., Sherman Oaks, CA 91423

7. I authorize **Pacific Life Servicing** to disclose, share, release, communicate, and provide to any investor private information and documentation contained in or related to my mortgage loan, identified below. This information and documentation may include, but not limited to, employment history and income: bank statement, money market account, and similar account balance and transactional history: credit history; homeowner's or condominium association records; and copies of income tax return.

Notice to Borrower(s)

This is a notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Veterans Affairs Loan Guaranty Service or the Department of Housing and Urban Development and the Federal Housing Administration (HUD/FHA) has the right to access financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the Department of Veterans Affairs Loan Guaranty Service or HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

In connection with my Home Mortgage Refinance application to **Pacific Life Servicing** ("The Lender"), I authorize the Lender to verify information contained in my loan application and related documents (whether prior to or after closing), and I authorize any employer, financial institution or other party receiving this request to supply to Lender, any investor that purchases my loan, and any other third parties as appropriate to obtain insurance (including master policies) and all information and documentation that be requester. Such information includes, but is not limited to, employment history and income, account balance, credit history, copies, or income tax returns, rent history, utility payments, phone payments and cable payments, payoff request, and verification or mortgage. A copy of this authorization maybe accepted as an original.

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AGREEMENT PURSUANT TO THE FEDERAL TAXPAYER FIRST ACT

2019: I understand, acknowledge, consent, and agree that the Lender and Other Loan Participants can obtain, use and share tax return and tax transcript information for purpose of (i) providing an offer; (ii) originating, verifying data, maintaining, managing, auditing, monitoring, servicing, enforcing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable state and federal laws, including privacy and data security laws and court orders. By signing below, I attest and declare I have authority to make this agreement on behalf of my spouse, if any, if the tax information derives from joint return. The Lender includes the Lender's affiliates, agents, service providers (including tax retrieval and information service providers, contract underwriters and loan processors) and any of their respective successors and assigns. The Other Loan Participants includes any actual or potential owners of a loan resulting from your loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties, any affordable housing assistance provider, lender, or municipal or state program administrator considering additional financing, down payment, or closing cost assistance in conjunction with your loan application, and any of aforementioned parties' successors and assigns.

Borrower's Name: _____

Social Security: _____ DOB: _____

Co-Borrower's Name: _____

Social Security: _____ DOB: _____

Subject Property Address: _____

Mailing Address: _____

1st Mortgage Provider: _____

2nd Mortgage Provider: _____

I/WE hereby affirm that the information provided on this form is truthful and accurate, that the Subject Property relates to me/us as the borrowers of record. I/WE authorize **Pacific Life Servicing** to order my/our mortgage pay off demand from my/our existing lender. It is understood that a copy of this form will also serve as authorization and that **Pacific Life Servicing** is not responsible for my/our existing lender's obligations under the law, including but not limited to those specified under California Code, Civil Code - CIV § 2943, 15 U.S. Code § 1639g, and 12 C.F.R. § 1026.36. The information **Pacific Life Servicing** obtains is only to be used in the processing or evaluation of my Home Mortgage Refinance(s). By signing below, I/WE agree to the terms listed below.

Borrower's Signature: _____ Date: _____

Co-Borrower's Signature: _____ Date: _____

Home Mortgage Refinance Approval

Pacific Life Servicing

&

(Borrower(s) Name)

8. Terms of Service.

Borrower(s) authorize **Pacific Life Servicing** to refinance(s) of the loan(s) made by:

1st Mortgage Provider: _____ Loan Number: _____

2nd Mortgage Provider: _____ Loan Number: _____

Borrower(s) authorize **Pacific Life Servicing** to refinance(s) of the set loan(s) made by current Mortgage Provider(s). Duties performed but not limited to regarding Home Mortgage Refinance are as follows:

- **3.99% fixed interest rate on 30 years VA-Conventional Loan**
 - **New Mortgage Balance of 280K and Payments of \$1,335.15 w/escrow**
 - **37K Cash Out for Debt Consolidation and Personal Use**
 - **Net Tangible Benefit of \$282.54 Monthly; \$3,390.48 Yearly Savings**
 - **New scheduled mortgage payment due 15th of June 2025**
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9. Conditions.

In consideration of the guaranteed mortgage loan agreement exchanged, the parties hereto agree as follows (notwithstanding to the contrary contained in the Note or Security Instrument):

1. As of _____, the amount payable under the Note and Security Instrument (the "New Principal Balance") \$_____, consisting of the unpaid amount(s) loaned to Borrower(s) by Lender plus any interest and other amounts capitalized.
2. Borrower(s) guarantees to pay the New Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the New Principal Balance at the yearly rate of _____%, from _____. Borrower(s) guarantees to make monthly payments of principal and interest of \$_____, beginning on the _____ day of _____, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of _____% will remain in effect until principal and interest are paid in full. **No Prepayment Penalty.** Borrower(s) may prepay all or any portion of the Mortgage Balance at any time prior to maturity, without premium or penalty. Any such prepayment shall be applied first to accrued interest and to the reduction of principal balance.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower(s) is not a natural person and a beneficial interest in Borrower(s) is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Borrower(s) notice of acceleration. The notice shall provide a period of not less than 30 calendar days from the date notice delivered or mailed within which Borrower(s) must pay all sum secured by the Security Instrument. If Borrower(s) fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower(s).
4. Borrower(s) also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower(s) covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower(s) is obligated to make under the Security Instruments.
5. Borrower(s) understand and agrees that:
 - (a) All the right and remedies, stipulations, and conditions contained in the Instruments relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instruments shall be and remain in full force and effect, except as herein modified, and none of the Borrower(s) obligations or liabilities under the Note and Security Instruments shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's right under or remedies on the Note and Security Instrument, whether such right or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitles against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower(s) and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower(s) agrees to make and execute such other documents or paper as may be necessary or required to effectuate the term and conditions of this Agreement which, when approved and accepted by Lender, shall bind, and inure to the heirs, executors, administrators, and assigns of the Borrower(s).
 - (f) Borrower(s) authorizes Lender, and Lender's successors and assigns, to share Borrower(s) information including, but not limited to (i) name, address, telephone number, and email, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balance and activity, including information about any modification or foreclosure relief program, with Third Parties that can assist Lender

and Borrower(s) in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower(s) loan. For the purpose of this section, Third Parties including a government counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower(s) loan or any other mortgage loan secured by the property on which the Borrower(s) is obligated, or to any companies that perform support services to them in connection with Borrower(s) loan.

10. Fee Agreement.

There is a fee of \$ **1,500.00** required prior to any work being started. This fee covers assistance with the Home Mortgage Refinance process which includes **Preliminary Title Report, Opening Escrow Instructions, Processing Mortgage Loan Disclosure, Property Appraisal, and Notary Public Services;** regarding the Mortgage Loan referenced above. **Whereas Pacific Life Servicing agrees that in the event that we are unable to obtain a Mortgage Refinance of the client's existing Loan. Then Pacific Life Servicing will return all payments received back to the Borrower(s).**

11. Entire Agreement.

This agreement contains the Entire Agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

12. Limit of Liability.

Notwithstanding anything else in this agreement or otherwise, **Pacific Life Servicing** shall not be liable with respects to any subject matter of this agreement under any contract, negligence, strict liability, or other legal equitable theory for incidental, special, exemplary, or consequential damages. Borrower(s) shall indemnify and hold **Pacific Life Servicing** harmless from liabilities, losses, damages, actions, claims and expenses, including reasonable attorneys' fees and cost, arising out of, or related to this agreement. In no event shall **Pacific Life Servicing** liability hereunder exceed the total compensation paid to **Pacific Life Servicing** by the Borrower(s) for the services for which such liability or damages asserted. Any dispute in the meaning, effect or validity of this agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of law's provisions thereof. The sole jurisdiction and venue for actions related to the subject matter of the agreement shall be Los Angeles County, California, and both parties hereby consent to such jurisdiction and venue and waive all objections thereto.

13. Severability in Event of Partial Invalidity.

If any provision of the agreement is held to be illegal or unenforceable, such provision shall be limited or excluded from this agreement to the minimum extent required, and the balance of the agreement shall be interpreted as if such provision was so limited or excluded and shall be enforceable in accordance with its terms.

14. Outsource Loan Document Service.

Borrower(s) understands and agrees that **Pacific Life Servicing** may/will contract out for loan documents and/or processing of the Borrower(s) Home Mortgage Refinance which is part of the flat fee charged by **Pacific Life Servicing**. Any additional charges will be agreed to and approved by Borrower(s) prior to any work being conducted.

15. Disclaimer.

Borrower(s) agrees and understand that there no guarantees of success or outcome for the services offered with **Pacific Life Servicing** and the ultimate results are dependent on your income. Borrower(s) understand that the completion of a Home Mortgage refinance is a lengthy process. If the Borrower(s) chooses to cancel while the Home Mortgage Refinance in pending review from their mortgage provider. **Pacific Life Servicing** will not issue a refund. Borrower(s) understand that no one can force their lender(s) to accept any proposed resolution or refinance of their loan account and all decisions made by the lender(s) are considered final. **Pacific Life Servicing** has no power to cancel, stop, delay, or affect foreclosure proceedings that may have been started by your lender(s). Borrower(s) understand that **Pacific Life Servicing** is only promising to use best efforts to change their current home mortgage situation and that **Pacific Life Servicing** has not guaranteed or promised any specific outcome. **Pacific Life Servicing** expressly disclaims any warranty with respect to the results of the services, and disclaims any implied warranties of merchantability, fitness for particular purpose, and non-infringement of such services, the results of such services and any company work products.

16. Receipt and Acknowledgment.

The Parties acknowledges that, by signing this Agreement, they have read and fully understand all its term and conditions, they have had an opportunity to review this Agreement with any legal advisors (including counsel) of their choice, and they have each received a copy of this Agreement upon execution thereof.

17. Force Majeure.

Notwithstanding anything of the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond control including, without limitation, **COVID-19 (The Coronavirus Pandemic)**, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

18. Miscellaneous Provisions.

This Agreement may be executed in counterparts, each one of which will be an original, and this Agreement will become effective upon the exchange of signatures of the Parties. Facsimile and electronically scanned signatures shall have the same effects as original signatures. The Agreement is binding upon and inures to the benefit of the Parties and their respective subsidiaries, related companies, affiliates, licensees, and distributors, and their respective successors and assigns. The Agreement constitutes the complete and entire Agreement among the Parties. The Parties reserve all rights as to matters not expressly addressed in this Agreement. None of the provisions of this Agreement may be waived or modified except by a writing signed by the Parties. Failure of any Party to require the performance of any term in this Agreement, or the waiver by any Party of any breach thereof, will not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable, and the remainder of this Agreement will be deemed and remain fully valid and enforceable. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE SET FORTH BELOW. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

Borrower's Signature

Date

Borrower's Printed Name

Co-Borrower's Signature

Date

Co-Borrower's Printed Name

Signature of Management

Date