



ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE  
INCOME NEED NOT BE REVEALED IF YOU DO NOT WISH  
IT CONSIDERED AS A BASIS FOR REPAYING THIS OBLIGATION.

Alimony, Child Support, separate maintenance  
received under:  Written Agreement  
 Court Order  Oral Understanding

Other Income: \$ \_\_\_\_\_ per \_\_\_\_\_ Source: \_\_\_\_\_

Is any income listed in this Section likely to be reduced in the next two years or before the credit requested is paid off?

Yes (Explain in detail on a separate sheet)  No

Checking Account No: \_\_\_\_\_ Institution and branch: \_\_\_\_\_

Savings Account No: \_\_\_\_\_ Institution and branch: \_\_\_\_\_

### SECTION C -- MARITAL STATUS

APPLICANT:  Married  Separated  Unmarried (including single, divorced, widowed)

OTHER PARTY:  Married  Separated  Unmarried (including single, divorced, widowed)

### SECTION D -- DEBTS

Monthly expenses include the following: (as applicable)

Current Mortgage: \$ \_\_\_\_\_ Credit Cards: \$ \_\_\_\_\_

Car Payment: \$ \_\_\_\_\_ Other debt Payments: \$ \_\_\_\_\_

### SECTION E -- SECURITY and LOAN REQUEST

Amount Requested: \$ \_\_\_\_\_ Interest Rate: \_\_\_\_\_ % No. of Months: \_\_\_\_\_

Purpose of Loan: \_\_\_\_\_

Tax Valuation: \$ \_\_\_\_\_ Present Market Value: \$ \_\_\_\_\_

Address of Property: \_\_\_\_\_

Legal Description of Property: (or attach separate sheet) \_\_\_\_\_

**I HEREBY ACKNOWLEDGE THAT LENDER MAY NOT REQUIRE ME TO APPLY THE  
PROCEEDS OF THIS LOAN TO ANOTHER DEBT THAT IS NOT SECURED BY MY HOME OR TO ANOTHER  
DEBT TO THE LENDER: Applicants Initials: \_\_\_\_\_**

**THERE ARE NO OTHER EQUITY LIENS ON THE PROPERTY. Applicants Initials: \_\_\_\_\_**

Other loans on property within last 18 months:

Lender	Amount	Purpose	Paid Off	Payoff Date
_____	\$ _____	_____	YES/NO	_____
_____	\$ _____	_____	YES/NO	_____
_____	\$ _____	_____	YES/NO	_____

Names and address of all co-owners of the property:

Name	Address
_____	_____

**EVERYTHING THAT I HAVE STATED IN THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT YOU WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. YOU ARE AUTHORIZED TO CHECK MY CREDIT AND EMPLOYMENT HISTORY AND TO ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH ME.**

\_\_\_\_\_  
 Applicant's Signature  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Other Signature (where applicable)  
 Date: \_\_\_\_\_

\_\_\_\_\_  
**Date Application Received:** \_\_\_\_\_

LOAN WORKSHEET	Appraised Value	\$
	(1 <sup>st</sup> lien only) x 60%	
	Less Outstanding Debt	
	Maximum Amt. of Loan	\$

**NOTICE CONCERNING EXTENSIONS OF CREDIT DEFINED BY  
SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION:**

"SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

(A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;

(B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;

(C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;

(D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;

(E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 3 PERCENT OF THE LOAN AMOUNT;

(F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;

(G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;

(H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;

(I) THE LOAN MAY NOT BE SECURED BY HOMESTEAD PROPERTY THAT IS DESIGNATED FOR AGRICULTURAL USE AS OF THE DATE OF CLOSING, UNLESS THE AGRICULTURAL HOMESTEAD PROPERTY IS USED PRIMARILY FOR THE PRODUCTION OF MILK;

(J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;

(K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;

(L) THE LOAN MUST BE SCHEDULED TO BE REPAYED IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;

(M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;

(N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;

(O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;

(P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;

(Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:

(1) NOT REQUIRE YOU TO APPLY THE PROCEEDS TO ANOTHER DEBT EXCEPT A DEBT THAT IS SECURED BY YOUR HOME OR OWED TO ANOTHER LENDER;

- (2) NOT REQUIRE THAT YOU ASSIGN WAGES AS SECURITY;
- (3) NOT REQUIRE THAT YOU EXECUTE INSTRUMENTS WHICH HAVE BLANKS FOR SUBSTANTIVE TERMS OF AGREEMENT LEFT TO BE FILLED IN;
- (4) NOT REQUIRE THAT YOU SIGN A CONFESSION OF JUDGMENT OR POWER OF ATTORNEY TO ANOTHER PERSON TO CONFESS JUDGMENT OR APPEAR IN A LEGAL PROCEEDING ON YOUR BEHALF;
- (5) PROVIDE THAT YOU RECEIVE A COPY OF YOUR FINAL LOAN APPLICATION AND ALL EXECUTED DOCUMENTS YOU SIGN AT CLOSING;
- (6) PROVIDE THAT THE SECURITY INSTRUMENTS CONTAIN A DISCLOSURE THAT THIS LOAN IS A LOAN DEFINED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (7) PROVIDE THAT WHEN THE LOAN IS PAID IN FULL, THE LENDER WILL SIGN AND GIVE YOU A RELEASE OF LIEN OR AN ASSIGNMENT OF THE LIEN, WHICHEVER IS APPROPRIATE;
- (8) PROVIDE THAT YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN WITHOUT PENALTY OR CHARGE;
- (9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSES; AND
- (10) PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION; AND
- (R) IF THE LOAN IS A HOME EQUITY LINE OF CREDIT:
  - (1) YOU MAY REQUEST ADVANCES, REPAY MONEY, AND REBORROW MONEY UNDER THE LINE OF CREDIT;
  - (2) EACH ADVANCE UNDER THE LINE OF CREDIT MUST BE IN AN AMOUNT OF AT LEAST \$4,000;
  - (3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;
  - (4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;
  - (5) THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE EXTENDED, WHEN ADDED TO ALL OTHER DEBTS SECURED BY YOUR HOME, MAY NOT EXCEED 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LINE OF CREDIT IS ESTABLISHED;
  - (6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 50 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 50 PERCENT OF THE FAIR MARKET VALUE; AND
  - (7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE

\_\_\_\_\_  
Borrower (Date)

\_\_\_\_\_  
Borrower (Date)

\_\_\_\_\_  
Borrower (Date)

\_\_\_\_\_  
Borrower (Date)

CUSTOMER/APPLICANT  
IDENTIFICATION FORM

APPLICANT

---

Name

---

Address

---

*(Physical Address, 911 Address or directions if above is a PO Box #)*

---

City, State, Zip Code

---

Email Address

---

Date of Birth

---

Social Security # or TIN #

---

SSN Issue Date

---

ID#

---

ID Issuer (State)

---

ID Issue Date

---

ID Expiration Date

Verified by:

---

Initials

CUSTOMER/APPLICANT  
IDENTIFICATION FORM

CO-APPLICANT

---

Name

---

Address

---

*(Physical Address, 911 Address or directions if above is a PO Box #)*

---

City, State, Zip Code

---

Email Address

---

Date of Birth

---

Social Security # or TIN #

---

SSN Issue Date

---

ID#

---

ID Issuer (State)

---

ID Issue Date

---

ID Expiration Date

Verified by:

---

Initials

**VALUEBANK TEXAS**  
3649 LEOPARD  
CORPUS CHRISTI, TEXAS 78408  
361-888-4451

**YOUR PRIVACY IS IMPORTANT TO US**

**PRIVACY DISCLOSURE**

You provide important information about yourself to a variety of businesses and organizations. The same is true when you do business with our financial institution. You are asked to provide us with certain personal information that helps us give you better service and complete your transactions more effectively. We work diligently to safeguard the information you give to us. In fact, we developed the following policies to ensure your confidentiality and maintain your confidence in our institution. These policies detail the strict standards we have in place. For this reason we ask that you please read the following information carefully.

**INFORMATION WE COLLECT ABOUT YOU**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms,
- Information about your transactions with us, our affiliates, or others,
- Information we receive from a consumer-reporting agency
- Information we receive as a result of verifying customer information.

**NO DISCLOSURES OUTSIDE OF EXCEPTIONS**

We do not disclose any nonpublic personal information about our customers or **former** customers to anyone, except as permitted by law.

**CONFIDENTIALITY AND SECURITY**

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

**HOW TO FILE A COMPLAINT**

We are chartered, licensed and/or registered under the laws of the State of Texas and by state law are subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against us should contact the **Texas Department of Banking** through one of the means indicated below:

<b>In Person or by U.S. Mail:</b>	2601 North Lamar Boulevard, Suite 300 Austin, Texas 78705-4294
<b>By telephone:</b>	(877)276-5544
<b>By Fax:</b>	(512)475-1313
<b>By E-Mail:</b>	consumer.complaints@banking.state.tx.us
<b>Via the Internet Website:</b>	www.banking.state.tx.us