

Lender:

NEW YORK LOCK-IN AGREEMENT

Date:

Loan No:

Borrower:

Lender: AFG Mortgage

Property Address:

This disclosure is provided to you pursuant to New York law (N.Y. Comp. Codes R. & Regs. tit. 3, §§ 38.6).

Purchase _____

Refinance: _____

Primary Residence _____

Second Home: _____

You have placed an application for a mortgage loan with the above lender, to be secured with the property above. The Lender agrees to accept your loan application under the terms and conditions listed below. This is not a loan commitment. You will be notified as to whether or not your application is approved.

This lock-in agreement shall become binding when signed by you and the lender.

LOCK-IN FEE:

A lock-in fee of \$ _____ (_____ % of the Loan Amount) is required to lock-in the terms of this Agreement. The lock-in fee ___ is ___ is not included in the Origination Fee/Discount Points stated below. This lock in fee must be paid by _____.

(Date)

[INSTRUCTION: Such fee cannot be taken prior to the time that the lock-in agreement is binding.]

IF YOU PROVIDE THE LENDER WITH INCOMPLETE OR INCORRECT CREDIT INFORMATION, YOU MAY FORFEIT SOME OR ALL OF YOUR LOCK-IN FEE.

LOAN TERMS:

The loan you have applied for is a ___ fixed rate ___ adjustable rate mortgage loan.

Loan Amount: \$ _____ Loan Term: _____ months.

Commitment Fee: \$ _____ (_____ % of the Loan Amount) ___ is ___ is not included in the Origination Fee/Discount Points stated below.

Origination Fee/Discount Points is \$ _____ (_____ % of the Loan Amount).

Interest Rate: _____ (If this an adjustable rate mortgage, this is your initial interest rate.)

Monthly Payment of Principal & Interest: \$ _____. (If this is an adjustable rate mortgage, this is your initial monthly payment of principal & interest.)

Balloon Payment: ___ Yes ___ No

Lender:

Negative Amortization: ___ Yes ___ No

Private Mortgage Insurance: ___ Required ___ Not Required, provided the appraised value of the property results in a Loan to Value ratio of 80% or less.

[INSTRUCTION: If Private Mortgage Insurance is required state the condition(s) under which such insurance would no longer be required.]

Escrows for Real Estate Taxes and Insurance: ___ Required ___ Optional

[INSTRUCTION - Fill in this information only if this Lock-In Agreement is for an Adjustable Rate Mortgage.]

ADJUSTABLE RATE MORTGAGES ONLY:

Margin: _____ Index Value: _____ Index Description _____
Adjustment period: _____ Caps: Per adjustment _____ Lifetime _____

EXPIRATION DATE:

The Expiration Date of this Lock-In Agreement is: _____.

If your loan does not close by the Lock-in Expiration Date, the Lender has no obligation to honor the terms of this agreement and this may result in a higher rate or more points being charged on your loan.

[INSTRUCTION - The following is optional and should be used if the Lender's business practice is to require that actual funding occur before the expiration date of the commitment.]

If this loan is for the refinance of your primary residence you will not receive the loan proceeds on the date of your closing. Therefore, your loan must close at least (3) three business days prior to the expiration date stated above or the Lender has no obligation to honor the terms of this agreement and this may result in a higher rate or more points being charged on your loan.

REFUNDABILITY:

Your Lock-In Fee is non-refundable, except for the following circumstances:

- A) If the Lender issues a commitment to make you a loan and the commitment is conditioned on the approval of a third-party investor or mortgage insurance company and that party rejects the loan.
- B) If the property appraisal report is not favorable for the loan you applied for (unless you and the Lender agree on another loan for which the appraisal is favorable).
- C) If you provided the Lender with complete and accurate credit information and your application is declined.
- D) Other _____.

DOCUMENTATION:

The following is a list of information and conditions that the Lender would typically require you to produce and/or satisfy prior to closing your loan:

- A) Provide written verification of the information contained in the loan application including income, assets and the timely payment of debts (mortgage loans, credit cards, rent, etc.)
- B) Title report and insurance, property survey, copy of Certificate of Occupancy for use, satisfactory final inspection (if new construction), evidence of appropriate hazard insurance, evidence of flood insurance as appropriate, master policy insurance certificate (if applicable in the case of

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condominiums), termite inspection report, radon test report, well water test report and septic inspection report.

[INSTRUCTION - If the mortgage loan is related to a cooperative housing unit, you must substitute the following paragraph for paragraph B above.]

B) Proprietary lease, recognition agreement, pledge of shares of stock, warranty and representation that no outstanding claims against the proprietary lease or stock will exist at closing and a copy of certificate of occupancy and title policy for the entire building if conversion has occurred within the last six (6) months.

C) Other_____.

CHANGING LOAN PROGRAMS:

The loan terms described in this Agreement apply only to the loan program you have locked-in. If you chose to change programs, this agreement may become null and void at the Lender's option.

Please sign and return this Agreement together with a check made payable to the Lender in the amount of the Lock-In Fee listed above. If you do not sign and return this Agreement with the Lock-In Fee by _____, the Lender may, at its option, declare this agreement null and void. Please retain a copy for your files.

Lender _____
By:

Date _____

** Applicant _____

Date _____

** Applicant _____

Date _____

** Do not sign this form if spaces are left blank.