DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–4243–N–01]

Real Estate Settlement Procedures Act; Notice of Revision of Special Information Booklet

AGENCY: Office of the Assistant Secretary for Housing—Federal Housing Commissioner, HUD.

ACTION: Notice; revision of special information booklet.

SUMMARY: This notice announces the availability of a revised special information booklet as required by the Real Estate Settlement Procedures Act of 1974 (RESPA) (12 U.S.C. 2601–17) and prescribed by the Assistant Secretary for Housing—Federal Housing Commissioner.

ADDRESSES: The special information booklet that follows this notice is also available by sending a request to the Director, Office of Consumer and Regulatory Affairs, Attention: RESPA/Special Information Booklet, Room 9146, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410.

FOR FURTHER INFORMATION CONTACT: David R. Williamson, Office of Consumer and Regulatory Affairs, (202) 708–4560, Room 9146, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410. (This is not a toll-free number.) Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at (800) 877–8339.

SUPPLEMENTARY INFORMATION: On April 23, 1987, the Department issued the current edition of the special information booklet (52 FR 13566). That version provided a description of the nature and purpose of the costs relating to a real estate settlement, and an explanation of the HUD–1 Settlement Statement, escrow accounts used in connection with the loan, providers of real estate settlement services, and unfair practices and unreasonable or unnecessary charges. The Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2601–17) (RESPA) requires lenders to provide the special information booklet to each person borrowing money to finance the purchase of residential real estate within 3 business days after receiving the application.

Since 1987, RESPA has been amended on several occasions. (Cranston-Gonzalez National Affordable Housing Act, 1990, Public Law 101–625; the Dire Emergency Supplemental Appropriations Act, 1991, Public Law 102–27; the Housing and Community Development Act of 1992, Public Law 102–550; the Riegle Community Development and Regulatory Improvement Act of 1994, Public Law 103–325; the Economic Growth and Regulatory Paperwork Reduction Act of 1996, Public Law 104–208.) Consequently, certain parts of the special information booklet are outdated. Pursuant to 12 U.S.C. 2603, and 24 CFR 3500.6(b) of the Department's RESPA regulations, the Assistant Secretary for Housing—Federal Housing Commissioner has revised the special information booklet by addressing the legislative amendments, and by updating informational references and the booklet's discussion of the HUD–1 Settlement Statement. The revised booklet is published in today's **Federal Register** following this notice.

More specifically, the Assistant Secretary for Housing—Federal Housing Commissioner has revised the booklet to reflect changes in RESPA coverage as well as additional required disclosures relating to loan servicing transfers, escrow accounts, and affiliated service providers. The explanation of settlement services has been expanded to include current lending and settlement charges, such as fees for mortgage brokers, Computer Loan Origination (CLO) services, tax service, flood insurance, and lead based paint inspection services. The booklet was also updated to include other statutes related to fair credit, fair lending, flood insurance and lead based paint hazards which affect the lending and settlement process.

The Department will make a copy of the special information booklet available to any firm planning to publish the booklet for distribution to lenders. Firms interested in securing a copy should send their requests to the Director, Office of Consumer and Regulatory Affairs, Attention: RESPA/Special Information Booklet, Room 9146, U.S. Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410. The booklet will also be available through the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Department does not have a sufficient supply of the booklet and form to provide copies to all settlement service providers. Lenders may use the booklet as soon as it becomes available through normal sources. Previous editions may be used until supplies are exhausted or until September 9, 1997 whichever is earlier.

The Department is also making the booklet available to settlement service providers and consumers at the following web site address: http://www.hud.gov/fha/res/respa—hm.html

Paperwork Reduction Act

The information collection requirements for the special information booklet have been approved by the Office of Management and Budget (OMB) in accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501–3520), and assigned OMB control number 2502–0265. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Environmental Impact

In accordance with 24 CFR 50.19(c)(1) of the Department's regulations, published in a final rule on September 27, 1996 (61 FR 50914), this notice and the special information booklet do not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate property acquisition, disposition, lease, rehabilitation, alteration, demolition, or new construction, or set out or provide for standards for construction or construction materials, manufactured housing, or occupancy. Therefore, this notice and the special information booklet are categorically excluded from the requirements of the National Environmental Policy Act.

The Department is hereby publishing the revised special information booklet to provide appropriate notice of its contents. The text of the special information booklet for the Real Estate Settlement Procedures Act follows this notice.

Dated: June 2, 1997.

Nicolas P. Retsinas,

Assistant Secretary for Housing—Federal Housing Commissioner.

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June 1997

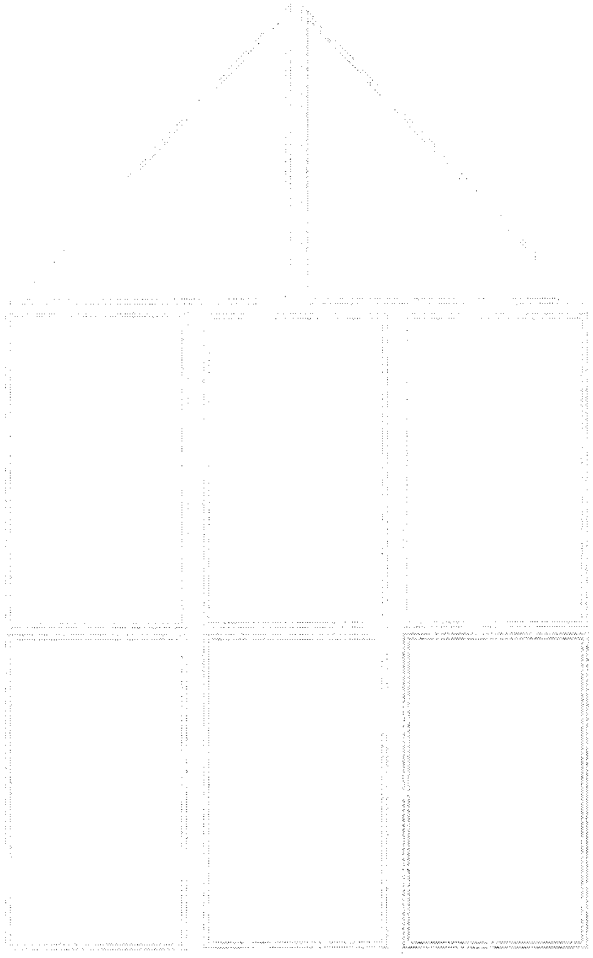
Buying Your Home

Settlement Costs and Helpful Information

U.S. Department of Housing and Urban Development
Office of Housing—Federal Housing Commissioner

BUYING YOUR HOME

Settlement Costs and Helpful Information



U.S. Department of Housing and Urban Development

June 1997

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I. Introduction

Congratulations! You have decided to buy a new home. This booklet will help you take this big financial step by describing the home buying, home financing, and settlement process. Lenders and mortgage brokers are required by federal law, the Real Estate Settlement Procedures Act ("RESPA"), to give you this booklet. You should receive it when applying for a loan, or within three business days afterwards. Real estate brokers frequently hand out this booklet as well.

You probably started the home buying process in one of two ways: you saw a home you were interested in buying or you consulted a lender to figure out how much money you could borrow before you found a home (sometimes called pre-qualifying). The next step is to sign an agreement of sale with the seller, followed by applying for a loan to purchase your new home. The final step is called "settlement" or "closing," where the legal title to the property is transferred to you.

At each of these steps you often have the opportunity to negotiate the terms, conditions and costs to your advantage. This booklet will highlight such opportunities. You will also need to shop carefully to get the best value for your money. There is no standard home buying process used in all localities. Your actual experience may vary from those described here. This booklet takes you through the general steps to buying a home, to eliminate, as much as possible, the mysteries of the settlement process.

II. BUYING AND FINANCING A HOME

A. Role of the Real Estate Broker

Frequently, the first person you consult about buying a home is a real estate agent or broker. Although real estate brokers provide helpful advice on many aspects of home buying, **they may serve the interests of the seller, and not your interests as the buyer.** The most common practice is for the seller to hire the broker to find someone who will be willing to buy the home on terms and conditions that are acceptable to the seller. Therefore, the real estate broker you are dealing with may also represent the seller. However, you can hire your own real estate broker, known as a buyer's broker, to represent your interests. Also, in some states, agents and brokers are allowed to represent both buyer and seller.

Even if the real estate broker represents the seller, state real estate licensing laws usually require that the broker treat you fairly. If you have any questions concerning the behavior of an agent or broker, you should contact your State's Real Estate Commission or licensing department.

Sometimes, the real estate broker will offer to help you obtain a mortgage loan. He or she may also recommend that you deal with a particular lender, title company, attorney or settlement/closing agent. You are not required to follow the real estate broker's recommendation. You should compare the costs and services offered by other providers with those recommended by the real estate broker.

B. Selecting an Attorney

Before you sign an agreement of sale, you might consider asking an attorney to look it over and tell you if it protects your interests. If you have already signed your agreement of sale, you might still consider having an attorney review it. An attorney can also help you prepare for the settlement. In some areas attorneys act as settlement/closing agents or as escrow agents to handle the settlement. **An attorney who does this will not solely represent your interests, since, as settlement/closing agent, he or she may also be representing the seller, the lender and others as well.**

Please note, in many areas of the country attorneys are not normally involved in the home sale. For example, escrow agents or escrow companies in western states handle the paperwork to transfer title without any attorney involvement.

If choosing an attorney, you should shop around and ask what services will be performed for what fee. Find out whether the attorney is experienced in representing home buyers. You may wish to ask the attorney questions such as:

- What is the charge for negotiating the agreement of sale, reviewing documents and giving advice concerning those documents, for being present at the settlement, or for reviewing instructions to the escrow agent or company?
- Will the attorney represent anyone other than you in the transaction?
- Will the attorney be paid by anyone other than you in the transaction?

C. Terms of the Agreement of Sale

If you receive this Booklet before you sign an agreement of sale, here are some important points to consider. The real estate broker probably will give you a preprinted form of agreement of sale. You may make changes or additions to the form agreement, but the seller must agree to every change you make. You should also agree with the seller on when you will move in and what appliances and personal property will be sold with the home.

- **Sales Price.** For most home purchasers, the sales price is the most important term. Recognize that other non-monetary terms of the agreement are also important.
- **Title.** "Title" refers to the legal ownership of your new home. The seller should provide title, free and clear of all claims by others against your new home. Claims by others against your new home are sometimes known as "liens" or "encumbrances." You may negotiate who will pay for the title search which will tell you whether the title is "clear."
- **Mortgage Clause.** The agreement of sale should provide that your deposit will be refunded if the sale has to be canceled because you are unable to get a mortgage loan. For example, your agreement of sale could allow the purchase to be canceled

if you cannot obtain mortgage financing at an interest rate at or below a rate you specify in the agreement.

Pests. Your lender will require a certificate from a qualified inspector stating that the home is free from termites and other pests and pest damage. You may want to reserve the right to cancel the agreement or seek immediate treatment and repairs by the seller if pest damage is found.

Home Inspection. It is a good idea to have the home inspected. An inspection should determine the condition of the plumbing, heating, cooling and electrical systems. The structure should also be examined to assure it is sound and to determine the condition of the roof, siding, windows and doors. The lot should be graded away from the house so that water does not drain toward the house and into the basement.

Most buyers prefer to pay for these inspections so that the inspector is working for them, not the seller. You may wish to include in your agreement of sale the right to cancel, if you are not satisfied with the inspection results. In that case, you may want to re-negotiate for a lower sale price or require the seller to make repairs.

Lead-Based Paint Hazards in Housing Built Before 1978. If you buy a home built before 1978, you have certain rights concerning lead-based paint and lead poisoning hazards. The seller or sales agent must give you the EPA pamphlet "Protect Your Family From Lead in Your Home" or other EPA-approved lead hazard information. The seller or sales agent must tell you what the seller actually knows about the home's lead-based paint or lead-based paint hazards and give you any relevant records or reports.

You have at least ten (10) days to do an inspection or risk assessment for lead-based paint or lead-based paint hazards. However, to have the right to cancel the sale based on the results of an inspection or risk assessment, you will need to negotiate this condition with the seller.

Finally, the seller must attach a disclosure form to the agreement of sale which will include a Lead Warning Statement. You, the seller, and the sales agent will sign an acknowledgment that these notification requirements have been satisfied.

- **Other Environmental Concerns.** Your city or state may have laws requiring buyers or sellers to test for environmental hazards such as leaking underground oil tanks, the presence of radon or asbestos, lead water pipes, and other such hazards, and to take the steps to clean-up any such hazards. You may negotiate who will pay for the costs of any required testing and/or clean-up.

- **Sharing of Expenses.** You need to agree with the seller about how expenses related to the property such as taxes, water and sewer charges, condominium fees, and utility bills, are to be divided on the date of settlement. Unless you agree otherwise, you should only be responsible for the portion of these expenses owed after the date of sale.

- **Settlement Agent/Escrow Agent or Company.** Depending on local practices, you may have an option to select the settlement agent or escrow agent or company. For states where an escrow agent or company will handle the settlement, the buyer, seller and lender will provide instructions.

- **Settlement Costs.** You can negotiate which settlement costs you will pay and which will be paid by the seller.

D. Shopping For a Loan

Your choice of lender and type of loan will influence not only your settlement costs, but also the monthly cost of your mortgage loan. There are many types of lenders and types of loans you can choose. You may be familiar with banks, savings associations, mortgage companies and credit unions, many of which provide home mortgage loans. You may find a listing of some mortgage lenders in the yellow pages or a listing of rates in your local newspaper.

Mortgage Brokers. Some companies, known as "mortgage brokers" offer to find you a mortgage lender willing to make you a loan. **A mortgage broker may operate as an independent business and may not be operating as your "agent" or representative.** Your mortgage broker may be paid by the lender, you as the borrower, or both. You may wish to ask about the fees that the mortgage broker will receive for its services.

Government Programs. You may be eligible for a loan insured through the Federal Housing Administration ("FHA") or guaranteed by the Department of Veterans Affairs or similar programs operated by cities or states. These programs usually require a smaller downpayment. Ask lenders about these programs. You can get more information about these programs from the agencies that run them. (See Appendix to this Booklet.)

CLOs. Computer loan origination systems, or CLOs, are computer terminals sometimes available in real estate offices or other locations to help you sort through the various types of loans offered by different lenders. The CLO operator may charge a fee for the services the CLO offers. This fee may be paid by you or by the lender that you select.

Types of Loans. Loans can have a fixed interest rate or a variable interest rate. Fixed rate loans have the same principal and interest payments during the loan term. Variable rate loans can have any one of a number of "indexes" and "margins" which determine how and when the rate and payment amount change. If you apply for a variable rate loan, also known as an adjustable rate mortgage ("ARM"), a disclosure and booklet required by the Truth in Lending Act will further describe the ARM. Most loans can be repaid over a term of 30 years or less. Most loans have equal monthly payments. The amounts can change from time to time on an ARM depending on changes in the interest rate. Some loans have short terms and a large final payment called a "balloon." You should shop for the type of home mortgage loan terms that best suit your needs.

Interest Rate, "Points" & Other Fees. Often the price of a home mortgage loan is stated in terms of an interest rate, points, and other fees. A "point" is a fee that equals 1 percent of the loan amount. Points are usually paid to the lender, mortgage broker, or both, at the settlement or upon the completion of the escrow. Often, you can pay fewer points in exchange for a higher interest rate or more points for a lower rate. Ask your lender or mortgage broker about points and other fees.

A document called the Truth in Lending Disclosure Statement will show you the "Annual Percentage Rate" ("APR") and other payment information for the loan you have applied for. The APR takes into account not only the interest rate, but also the points, mortgage broker fees and certain other fees that you have to pay. Ask for the APR before you apply to help you shop for the loan that is best for you. Also ask if your loan will have a charge or a fee for paying all or part of the loan before payment is due ("prepayment penalty"). You may be able to negotiate the terms of the prepayment penalty.

Lender-Required Settlement Costs. Your lender may require you to obtain certain settlement services, such as a new survey, mortgage insurance or title insurance. It may also order and charge you for other settlement-related services, such as the appraisal or credit report. A lender may also charge other fees, such as fees for loan processing, document preparation, underwriting, flood

certification or an application fee. You may wish to ask for an estimate of fees and settlement costs before choosing a lender. Some lenders offer "no cost" or "no point" loans but normally cover these fees or costs by charging a higher interest rate.

Comparing Loan Costs. Comparing APRs may be an effective way to shop for a loan. However, you must compare similar loan products for the same loan amount. For example, compare two 30-year fixed rate loans for $100,000. Loan A with an APR of 8.35% is less costly than Loan B with an APR of 8.65% over the loan term. However, before you decide on a loan, you should consider the up-front cash you will be required to pay for each of the two loans as well.

Another effective shopping technique is to compare identical loans with different up-front points and other fees. For example, if you are offered two 30-year fixed rate loans for $100,000 and at 8%, the monthly payments are the same, but the up-front costs are different:

Loan A - 2 points ($2,000) and lender required costs of $1800 = $3800 in costs.
Loan B - 2 1/4 points ($2250) and lender required costs of $1200 = $3450 in costs.

A comparison of the up-front costs shows Loan B requires $350 less in up-front cash than Loan A. However, your individual situation (how long you plan to stay in your house) and your tax situation (points can usually be deducted for the tax year that you purchase a house) may affect your choice of loans.

Lock-ins. "Locking in" your rate or points at the time of application or during the processing of your loan will keep the rate and/or points from changing until settlement or closing of the escrow process. Ask your lender if there is a fee to lock-in the rate and whether the fee reduces the amount you have to pay for points. Find out how long the lock-in is good, what happens if it expires, and whether the lock-in fee is refundable if your application is rejected.

Tax and Insurance Payments. Your monthly mortgage payment will be used to repay the money you borrowed plus interest. Part of your monthly payment may be deposited into an "escrow account" (also known as a "reserve" or "impound" account) so your lender or servicer can pay your real estate taxes, property insurance, mortgage insurance and/or flood insurance. **Ask your lender or mortgage broker if you will be required to set up an escrow or impound account for taxes and insurance payments.**

Transfer of Your Loan. While you may start the loan process with a lender or mortgage broker, you could find that after settlement another company may be collecting the payments on your loan. Collecting loan payments is often known as "servicing" the loan. Your lender or broker will disclose whether it expects to service your loan or to transfer the servicing to someone else.

Mortgage Insurance. Private mortgage insurance and government mortgage insurance protect the lender against default and enable the lender to make a loan which the lender considers a higher risk. Lenders often require mortgage insurance for loans where the downpayment is less than 20% of the sales price. You may be billed monthly, annually, by an initial lump sum, or some combination of these practices for your mortgage insurance premium. Ask your lender if mortgage insurance is required and how much it will cost. Mortgage insurance should not be confused with mortgage life, credit life or disability insurance, which are designed to pay off a mortgage in the event of the borrower's death or disability.

You may also be offered "lender paid" mortgage insurance ("LPMI"). Under LPMI plans, the lender purchases the mortgage insurance and pays the premiums to the insurer. The lender will increase your interest rate to pay for the premiums -- but LPMI may reduce your settlement costs. You cannot cancel LPMI or government mortgage insurance during the life of your loan. However, it may be possible to cancel private mortgage insurance at some point, such as when your loan balance is reduced to a certain amount. Before you commit to paying for mortgage insurance, find out the specific requirements for cancellation.

Flood Hazard Areas. Most lenders will not lend you money to buy a home in a flood hazard area unless you pay for flood insurance. Some government loan programs will not allow you to purchase a home that is located in a flood hazard area. Your lender may charge you a fee to check for flood hazards. You should be notified if flood insurance is required. If a change in flood insurance maps brings your home within a flood hazard area after your loan is made, your lender or servicer may require you to buy flood insurance at that time.

E. Selecting a Settlement Agent

Settlement practices vary from locality to locality, and even within the same county or city. Settlements may be conducted by lenders, title insurance companies, escrow companies, real estate brokers or attorneys for the buyer or seller. You may save money by shopping for the settlement agent.

In some parts of the country (particularly western states), settlement may be conducted by an escrow agent. The parties sign an escrow agreement which requires them to provide certain documents and funds to the agent. Unlike other types of settlement, the parties do not meet around a table to sign documents. Ask how your settlement will be handled.

F. Securing Title Services

Title insurance is usually required by the lender to protect the lender against loss resulting from claims by others against your new home. In some states, attorneys offer title insurance as part of their services in examining title and providing a title opinion. The attorney's fee may include the title insurance premium. In other states, a title insurance company or title agent directly provides the title insurance.

Owner's Policy. A lender's title insurance policy **does not protect you.** Similarly, the prior owner's policy does not protect you. If you want to protect yourself from claims by others against your new home, you will need an owner's policy. When a claim does occur, it can be financially devastating to an owner who is uninsured. If you buy an owner's policy, it is usually much less expensive if you buy it at the same time and with the same insurer as the lender's policy.

Choice of Title Insurer. Under RESPA, the seller may not require you, as a condition of the sale, to purchase title insurance from any particular title company. Generally, your lender will require title insurance from a company that is acceptable to it. In most cases you can shop for and choose a company that meets the lender's standards.

Review Initial Title Report. In many areas, a few days or weeks before the settlement or closing of the escrow, the title insurance company will issue a "Commitment to Insure" or preliminary report or "binder" containing a summary of any defects in title which have been identified by the title search, as well as any exceptions from the title insurance policy's coverage. The commitment is usually sent to the lender for use until the title insurance policy is issued at or

after the settlement. You can arrange to have a copy sent to you (or to your attorney) so that you can object if there are matters affecting the title which you did not agree to accept when you signed the agreement of sale.

Coverage & Cost Savings. To save money on title insurance, compare rates among various title insurance companies. Ask what services and limitations on coverage are provided under each policy so that you can decide whether coverage purchased at a higher rate may be better for your needs. However, in many states, title insurance premium rates are established by the state and may not be negotiable. If you are buying a home which has changed hands within the last several years, ask your title company about a "reissue rate," which would be cheaper. If you are buying a newly constructed home, make certain your title insurance covers claims by contractors. These claims are known as "mechanics' liens" in some parts of the country.

Survey. Lenders or title insurance companies often require a survey to mark the boundaries of the property. A survey is a drawing of the property showing the perimeter boundaries and marking the location of the house and other improvements. You may be able to avoid the cost of a complete survey if you can locate the person who previously surveyed the property and request an update. Check with your lender or title insurance company on whether an updated survey is acceptable.

G. RESPA Disclosures

One of the purposes of RESPA is to help consumers become better shoppers for settlement services. RESPA requires that borrowers receive disclosures at various times. Some disclosures spell out the costs associated with the settlement, outline lender servicing and escrow account practices and describe business relationships between settlement service providers.

Good Faith Estimate of Settlement Costs. RESPA requires that, when you apply for a loan, the lender or mortgage broker give you a Good Faith Estimate of settlement service charges you will likely have to pay. If you do not get this Good Faith Estimate when you apply, the lender or mortgage broker must mail or deliver it to you within the next three business days.

Be aware that the amounts listed on the Good Faith Estimate are only estimates. Actual costs may vary. Changing market conditions can affect prices. Remember that the lender's

estimate is not a guarantee. **Keep your Good Faith Estimate so you can compare it with the final settlement costs and ask the lender questions about any changes.**

Servicing Disclosure Statement RESPA requires the lender or mortgage broker to tell you in writing, when you apply for a loan or within the next three business days, whether it expects that someone else will be servicing your loan (collecting your payments).

Affiliated Business Arrangements Sometimes, several businesses that offer settlement services are owned or controlled by a common corporate parent. These businesses are known as "affiliates." When a lender, real estate broker, or other participant in your settlement refers you to an affiliate for a settlement service (such as when a real estate broker refers you to a mortgage broker affiliate), RESPA requires the referring party to give you an Affiliated Business Arrangement Disclosure. This form will remind you that you are generally not required, with certain exceptions, to use the affiliate and are free to shop for other providers.

HUD-1 Settlement Statement One business day before the settlement, you have the right to inspect the HUD-1 Settlement Statement. This statement itemizes the services provided to you and the fees charged to you. This form is filled out by the settlement agent who will conduct the settlement. Be sure you have the name, address, and telephone number of the settlement agent if you wish to inspect this form. The fully completed HUD-1 Settlement Statement generally must be delivered or mailed to you at or before the settlement. In cases where there is no settlement meeting, the escrow agent will mail you the HUD-1 after settlement, and you have no right to inspect it one day before settlement.

Escrow Account Operation & Disclosures Your lender may require you to establish an escrow or impound account to insure that your taxes and insurance premiums are paid on time. If so, you will probably have to pay an initial amount at the settlement to start the account and an additional amount with each month's regular payment. Your escrow account payments may include a "cushion" or an extra amount to ensure that the lender has enough money to make the payments when due. RESPA limits the amount of the cushion to a maximum of two months of escrow payments.

At the settlement or within the next 45 days, the person servicing your loan must give you an initial escrow account statement. That form will show all of the payments which are expected to be deposited into the escrow account and all of the disbursements which are expected to be made from the escrow account during the year ahead. Your lender or servicer will review the escrow account annually and send you a disclosure each year which shows the prior year's activity and any adjustments necessary in the escrow payments that you will make in the forthcoming year.

H. Processing Your Loan Application

There are several federal laws which provide you with protection during the processing of your loan. The Equal Credit Opportunity Act ("ECOA"), the Fair Housing Act, and the Fair Credit Reporting Act ("FCRA") prohibit discrimination and provide you with the right to certain credit information.

No Discrimination ECOA prohibits lenders from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, the fact that all or part of the applicant's income comes from any public assistance program, or the fact that the applicant has exercised any right under any federal consumer credit protection law. To help government agencies monitor ECOA compliance, your lender or mortgage broker must request certain information regarding your race, sex, marital status and age when taking your loan application.

The Fair Housing Act also prohibits discrimination in residential real estate transactions on the basis of race, color, religion, sex, handicap, familial status or national origin. This prohibition applies to both the sale of a home to you and the decision by a lender to give you a loan to help pay for that home. Finally, your locality or state may also have a law which prohibits discrimination.

Frequently, there are differences in the types and amounts of settlement costs charged to the borrower -- for example, some borrowers are charged greater fees for mortgages depending on their credit worthiness. These differences may be justified or they may be unlawfully discriminatory. It is important that you examine your settlement documents closely, especially lines 808-811 on the HUD-1 settlement statement, and do not hesitate to compare your settlement costs with those of your friends and neighbors.

If you feel you have been discriminated against by a lender or anyone else in the home buying process, you may file a private legal action against that person or complain to a state, local or federal administrative agency. You may want to talk to an attorney; or you may want to ask the federal agency that enforces ECOA (the Board of Governors of the Federal Reserve System) or the Fair Housing Act (HUD) about your rights under these laws.

Prompt Action/Notification of Action Taken Your lender or mortgage broker must act on your application and inform you of the action taken no later than 30 days after it receives your completed application. Your application will not be considered complete, and the 30 day period will not begin, until you provide to your lender or mortgage broker all of the material and information requested.

Statement of Reasons for Denial. If your application is denied, ECOA requires your lender or mortgage broker to give you a statement of the specific reasons why it denied your application or tell you how you can obtain such a statement. The notice will also tell you which federal agency to contact if you think the lender or mortgage broker has illegally discriminated against you.

Obtaining Your Credit Report. The Fair Credit Reporting Act ("FCRA") requires a lender or mortgage broker that denies your loan application to tell you whether it based its decision on information contained in your credit report. If that information was a reason for the denial, the notice will tell you where you can get a free copy of the credit report. You have the right to dispute the accuracy or completeness of any information in your credit report. If you dispute any information, the credit reporting agency that prepared the report must investigate free of charge and notify you of the results of the investigation.

Obtaining Your Appraisal. The lender needs to know if the value of your home is enough to secure the loan. To get this information, the lender typically hires an appraiser, who gives a professional opinion about the value of your home. ECOA requires your lender or mortgage broker to tell you that you have a right to get a copy of the appraisal report. The notice will also tell you how and when you can ask for a copy.

I. RESPA Protection Against Illegal Referral Fees

RESPA was enacted because Congress felt that consumers needed protection from "... unnecessarily high settlement charges caused by certain abusive practices that have developed in some areas of the country." Some of the practices Congress was concerned about are discussed below. Most professionals in the settlement business provide good service and do not engage in these practices.

Prohibited Fees. It is illegal under RESPA for anyone to pay or receive a fee, kickback or anything of value because they agree to refer settlement service business to a particular person or organization. For example, your mortgage lender may not pay your real estate broker $250 for referring you to the lender. It is also illegal for anyone to accept a fee or part of a fee for services if that person has not actually performed settlement services for the fee. For example, a lender may not add to a third party's fee, such as an appraisal fee, and keep the difference.

Permitted Payments. RESPA does not prevent title companies, mortgage brokers, appraisers, attorneys, settlement/closing agents and others, who actually perform a service in

connection with the mortgage loan or the settlement, from being paid for the reasonable value of their work. If a participant in your settlement appears to be taking a fee without having done any work, you should advise that person or company of the RESPA referral fee prohibitions. You may also speak with your attorney or complain to a regulator listed in the Appendix to this Booklet.

Penalties. It is a crime for someone to pay or receive an illegal referral fee. The penalty can be a fine, imprisonment or both. You may be entitled to recover three times the amount of the charge for any settlement service by bringing a private lawsuit. If you are successful, the court may also award you court costs and your attorney's fees.

J. Your Right to File Complaints

Private Lawsuits. If you have a problem, the best place to have it fixed is at its source (the lender, settlement agent, broker, etc.). If that approach fails and you think you have suffered because of a violation of RESPA, ECOA or any other law, you may be entitled to sue in a federal or state court. This is a matter you should discuss with your attorney.

Government Agencies. Most settlement service providers are supervised by a governmental agency at the local, state and/or federal level, some of which are listed in the Appendix to this Booklet. Your state's Attorney General may have a consumer affairs division. If you feel that a provider of settlement services has violated RESPA or any other law, you can complain to that agency or association. You may also send a copy of your complaint to the HUD Office of Consumer & Regulatory Affairs. The address is listed in the Appendix.

Servicing Errors. If you have a question any time during the life of your loan, RESPA requires the company collecting your loan payments (your "servicer") to respond to you. Write to your servicer and call it a "qualified written request under Section 6 of RESPA." A "qualified written request" should be a separate letter and not mailed with the payment coupon. Describe the problem and include your name and account number. The servicer must investigate and make appropriate corrections within 60 business days.

III. YOUR SETTLEMENT COSTS

A. Specific Settlement Costs

This part of the Booklet discusses the settlement services which you may be required to get and pay for and which are itemized in Section L of the HUD-1 Settlement Statement. You also will find a sample of the HUD-1 form to help you to understand the settlement transaction.

When shopping for settlement services, you can use this section as a guide, noting on it the possible services required by various lenders and the different fees quoted by service providers. Settlement costs can increase the cost of your loan, so compare carefully.

700. Sales/Broker's Commission: This is the total dollar amount of the real estate broker's sales commission, which is usually paid by the seller. This commission is typically a percentage of the selling price of the home.

L. SETTLEMENT CHARGES		
700. **TOTAL SALES/BROKER'S COMMISSION based on price $ @ %=**	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:		
701. $ to		
702. $ to		
703. Commission paid at Settlement		
704.		

800. Items Payable in Connection with Loan: These are the fees that lenders charge to process, approve and make the mortgage loan:

801. Loan Origination: This fee is usually known as a loan origination fee but sometimes is called a "point" or "points." It covers the lender's administrative costs in processing the loan. Often expressed as a percentage of the loan, the fee will vary among lenders. Generally, the buyer pays the fee, unless otherwise negotiated.

802. Loan Discount: Also often called "points" or "discount points," a loan discount is a one-time charge imposed by the lender or broker to lower the rate at which the lender or broker would otherwise offer the loan to you. Each "point" is equal to one percent of the mortgage

amount. For example, if a lender charges two points on a $80,000 loan this amounts to a charge of $1,600.

803. Appraisal Fee: This charge pays for an appraisal report made by an appraiser.

804. Credit Report Fee: This fee covers the cost of a credit report, which shows your credit history. The lender uses the information in a credit report to help decide whether or not to approve your loan and how much money to lend you.

805. Lender's Inspection Fee: This charge covers inspections, often of newly constructed housing, made by employees of your lender or by an outside inspector. (Pest or other inspections made by companies other than the lender are discussed in line 1302.)

806. Mortgage Insurance Application Fee: This fee covers the processing of an application for mortgage insurance.

807. Assumption Fee: This is a fee which is charged when a buyer "assumes" or takes over the duty to pay the seller's existing mortgage loan.

808. Mortgage Broker Fee: Fees paid to mortgage brokers would be listed here. A CLO fee would also be listed here.

800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee to			
807. Assumption Fee			
808. Mortgage Broker Fee			
809.			
810.			
811.			

900. Items Required by Lender to Be Paid in Advance: You may be required to prepay certain items at the time of settlement, such as accrued interest, mortgage insurance premiums and hazard insurance premiums.

901. Interest: Lenders usually require borrowers to pay the interest that accrues from the date of settlement to the first monthly payment.

902. Mortgage Insurance Premium: The lender may require you to pay your first year's mortgage insurance premium or a lump sum premium that covers the life of the loan, in advance, at the settlement.

903. Hazard Insurance Premium: Hazard insurance protects you and the lender against loss due to fire, windstorm, and natural hazards. Lenders often require the borrower to bring to the settlement a paid-up first year's policy or to pay for the first year's premium at settlement.

904. Flood Insurance: If the lender requires flood insurance, it is usually listed here.

900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from to @$ /day			
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	years to		
904.	years to		
905.			

1000 - 1008. Escrow Account Deposits: These lines identify the payment of taxes and/or insurance and other items that must be made at settlement to set up an escrow account. The lender is not allowed to collect more than a certain amount. The individual item deposits may overstate the amount that can be collected. The aggregate adjustment makes the correction in the amount on line 1008. It will be zero or a negative amount.

1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ $ per month		
1002. Mortgage insurance	months @ $ per month		
1003. City property taxes	months @ $ per month		
1004. County property taxes	months @ $ per month		
1005. Annual assessments	months @ $ per month		
1006.	months @ $ per month		
1007.	months @ $ per month		
1008. Aggregate Adjustment			

1100. Title Charges: Title charges may cover a variety of services performed by title companies and others. Your particular settlement may not include all of the items below or may include others not listed.

1101. Settlement or Closing Fee: This fee is paid to the settlement agent or escrow holder. Responsibility for payment of this fee should be negotiated between the seller and the buyer.

1102-1104. Abstract of Title Search, Title Examination, Title Insurance Binder: The charges on these lines cover the costs of the title search and examination.

1105. Document Preparation: This is a separate fee that some lenders or title companies charge to cover their costs of preparation of final legal papers, such as a mortgage, deed of trust, note or deed.

1106. Notary Fee: This fee is charged for the cost of having a person who is licensed as a notary public swear to the fact that the persons named in the documents did, in fact, sign them.

1107. Attorney's Fees: You may be required to pay for legal services provided to the lender, such as an examination of the title binder. Occasionally, the seller will agree in the agreement of sale to pay part of this fee. The cost of your attorney and/or the seller's attorney may also appear here. If an attorney's involvement is required by the lender, the fee will appear on this part of the form, or on lines 1111, 1112 or 1113.

1108. Title Insurance: The total cost of owner's and lender's title insurance is shown here.

1109. Lender's Title Insurance: The cost of the lender's policy is shown here.

1110. Owner's (Buyer's) Title Insurance: The cost of the owner's policy is shown here.

1100. **TITLE CHARGES**			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees to			
1107. Attorney's fees	to		
(includes above items numbers;	*)*		
1108. Title Insurance	to		
(includes above items numbers;	*)*		
1109. Lender's coverage	$		
1110. Owner's coverage	$		
1111.			
1112.			
1113.			

1200. Government Recording and Transfer Charges: These fees may be paid by you or by the seller, depending upon your agreement of sale with the seller. The buyer usually pays the fees for legally recording the new deed and mortgage (line 1201). Transfer taxes, which in some localities are collected whenever property changes hands or a mortgage loan is made, can be quite

large and are set by state and/or local governments. City, county and/or state tax stamps may have to be purchased as well (lines 1202 and 1203).

1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed $	; Mortgage $	; Releases $		
1202. City/county tax/stamps:	Deed $	; Mortgage $		
1203. State tax/stamps:	Deed $	; Mortgage $		
1204.				
1205.				

1300. Additional Settlement Charges:

1301. Survey: The lender may require that a surveyor conduct a property survey. This is a protection to the buyer as well. Usually the buyer pays the surveyor's fee, but sometimes this may be paid by the seller.

1302. Pest and Other Inspections: This fee is to cover inspections for termites or other pest infestation of your home.

1303-1305. Lead-Based Paint Inspections: This fee is to cover inspections or evaluations for lead-based paint hazard risk assessments and may be on any blank line in the 1300 series.

1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest inspection	to		
1303.			
1304.			
1305.			

1400. Total Settlement Charges: The sum of all fees in the borrower's column entitled "Paid from Borrower's Funds at Settlement" is placed here. This figure is then transferred to line 103 of Section J, "Settlement charges to borrower" in the **Summary of Borrower's Transaction** on page 1 of the HUD-1 Settlement Statement and added to the purchase price. The sum of all of the settlement fees paid by the seller are transferred to line 502 of Section K, **Summary of Seller's Transaction** on page 1 of the HUD-1 Settlement Statement.

1400. TOTAL SETTLEMENT CHARGES *(enter on lines 103, Section J and 502, Section K)*		

Paid Outside Of Closing ("POC"): Some fees may be listed on the HUD-1 to the left of the borrower's column and marked "P.O.C." Fees such as those for credit reports and appraisals are usually paid by the borrower before closing/settlement. They are additional costs to you. Other fees such as those paid by the lender to a mortgage broker or other settlement service providers may be paid after closing/settlement. These fees are usually included in the interest rate or other settlement charge. They are not an additional cost to you. These types of fees will not be added into the total on Line 1400.

B. Calculating the Amount You Need At Settlement

The first page of the HUD-1 Settlement Statement summarizes all the costs and adjustments for the borrower and seller. Section J is the summary of the borrower's transaction and Section K is the summary of the seller's side of the transaction. You may receive a copy of the seller's side, but it is not required.

Section 100 summarizes the borrower's costs, such as the contract cost of the house, any personal property being purchased, and the total settlement charges owed by the borrower from Section L.

Beginning at line 106, adjustments are made for items (such as taxes, assessments, fuel) that the seller has previously paid. If you will benefit from these items after settlement, you will usually repay the seller for that portion of the cost.

Here is an example for you to use in making your own calculations:

J. SUMMARY OF BORROWER'S TRANSACTION		
100.	**GROSS AMOUNT DUE FROM BORROWER:**	
101.	Contract sales price	**100,000.00**
102.	Personal Property	
103.	Settlement charges to borrower (line 1400)	**4,000.00**
104.		
105.		
	Adjustments for items paid by seller in advance	
106.	City/town taxes to	
107.	County taxes to	
108.	Assessments **6/30** to **7/31 (owners assn.)**	**40.00**
109.	**Fuel Oil 25 gals. @ $1.00/gal.**	**25.00**
110.		

111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	**104,065.00**

Assume in this example, the cost of the house is $100,000 and the borrower's total settlement charges brought from Line 1400 of Section L are $4,000. Assume that the settlement date is July 1. Here the borrower has agreed to pay the seller for the $40 Home Owners Association dues that have been paid for the month of July and for the 25 gallons of fuel oil left in the tank. This is added for a gross amount due from the borrower of $104,065.

Section 200 lists the amount paid by the borrower or on behalf of the borrower. This will include the deposit of earnest money you put down with the agreement of sale, the loan(s) you are getting and any loan you may be assuming.

Beginning at Line 210, adjustments are made for items that the seller owes (such as taxes, assessments) but for which you as the borrower will pay after settlement. The seller will usually pay you or credit you this portion at settlement.

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		
201.	Deposit of earnest money	**2,000.00**
202.	Principal amount of new loan(s)	**80,000.00**
203.	Existing loan(s) taken subject to	
204.		
205.		
206.		
207.		
208.		
209.		
	Adjustments for items unpaid by seller	
210.	City/town taxes to	
211.	County taxes **1/1 to 6/30 $1,200/year**	**600.00**
212.	Assessments **1/1 to 6/30 $200/yr.**	**100.00**
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220.	**TOTAL PAID BY/FOR BORROWER**	**82,700.00**

In this example, assume the borrower paid an earnest deposit of $2,000 and is getting a loan for $80,000. A tax of $1200 and an assessment of $200 are due at the end of the year. The seller will pay the borrower for six months or one-half of this amount. Line 220 shows the total $82,700 to be paid by or for the borrower.

Section 300 reflects the difference between the gross amount due from the borrower and the total amount paid by/for the borrower. Generally, line 303 will show the amount of cash the borrower must bring to settlement.

300. CASH AT SETTLEMENT FROM/TO BORROWER		
301.	Gross Amount due from borrower (line 120)	104,065.00
302.	Less amounts paid by/for borrower (line 220)	(82,700.00)
303.	**CASH (☒ FROM) (☐ TO) BORROWER**	**21,365.00**

In this example, the borrower must bring $21,365.00 to settlement.

C. Adjustments To Costs Shared By Buyer and Seller

At settlement it is usually necessary to make an adjustment between buyer and seller for property taxes and other expenses. The adjustments between buyer and seller are shown in Sections J and K of the HUD-1 Settlement Statement. In the example given above, the taxes, which are payable annually, had not yet been paid when the settlement occurs on July 1. The borrower will have to pay a whole year's taxes on the following December 1. However, the seller lived in the house for the first six months of the year. Thus, one half of the year's taxes are to be paid by the seller. Accordingly, lines 211 and 511 on the HUD-1 Settlement Statement would read as follows:

211. County taxes	1/1/97	to	6/30/97	$600.00

511. County taxes	1/1/97	to	6/30/97	$600.00

The borrower is given credit for this amount at the settlement and the seller will pay this amount or count it as a deduction from sums payable to the seller.

Similar adjustments are made for homeowner association dues, special assessments, and fuel and other utilities, although the billing periods for these may not always be on an annual basis. Be sure you work out these cost sharing arrangements or "prorations" with the seller before the settlement. You may wish to notify utility companies of the change in ownership and ask for a special reading on the day of settlement, with the bill for pre-settlement charges to be mailed to the seller at his or her new address or to the settlement agent. This will eliminate much confusion that can result if you are billed for utilities used when the seller owned the property.

D. HUD-1 Settlement Statement

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			SETTLEMENT STATEMENT	
B. TYPE OF LOAN			6. File Number	7. Loan Number
	1. ☐ FHA	2. ☐ FmHA		
3. ☐ CONV. UNINS.	4. ☐ VA	5. ☐ CONV. INS.	8. Mortgage Insurance Case Number	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: NAME, AND ADDRESS	
	PLACE OF SETTLEMENT:	I. SETTLEMENT DATE:

J. SUMMARY OF BORROWER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:		
101. Contract sales price		
102. Personal property		
103. Settlement charges to borrower(line 1400)		
104.		
105.		
Adjustments for items paid by seller in advance		
106. City/town taxes	to	
107. County taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		
120. GROSS AMOUNT DUE FROM BORROWER		

K. SUMMARY OF SELLER'S TRANSACTION		
400. GROSS AMOUNT DUE TO SELLER:		
401. Contract sales price		
402. Personal property		
403.		
404.		
405.		
Adjustments for items paid by seller in advance		
406. City/town taxes	to	
407. County taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		
201. Deposit of earnest money		
202. Principal amount of new loan(s)		
203. Existing loan(s) taken subject to		
204.		
205.		
206.		
207.		
208.		
209.		
Adjustments for items unpaid by seller		
210. City/town taxes	to	
211. County taxes	to	
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220. TOTAL PAID BY/FOR BORROWER		

500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess deposit (see instructions)		
502. Settlement charges to seller (line 1400)		
503. Existing loan(s) taken subject to		
504. Payoff of first mortgage loan		
505. Payoff of second mortgage loan		
506.		
507.		
508.		
509.		
Adjustments for items unpaid by seller		
510. City/town taxes	to	
511. County taxes	to	
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		

300. CASH AT SETTLEMENT FROM/TO BORROWER	
301. Gross amount due from borrower(line 120)	
302. Less amounts paid by/for borrower(line 220)	
303. CASH (☐ FROM) (☐ TO) BORROWER	

600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amount due to seller (line 420)	
602. Less reductions in amount due seller (line 520)	
603. CASH (☐ TO) (☐ FROM) SELLER	

L. SETTLEMENT CHARGES		
700. **TOTAL SALES/BROKER'S COMMISSION based on price $ @ %=**	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:		
701. $ to		
702. $ to		
703. Commission paid at Settlement		
704.		
800. **ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801. Loan Origination Fee %		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee to		
807. Assumption Fee		
808.		
809.		
810.		
811.		
900. **ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901. Interest from to @$ /day		
902. Mortgage Insurance Premium for months to		
903. Hazard Insurance Premium for years to		
904. years to		
905.		
1000. **RESERVES DEPOSITED WITH LENDER**		
1001. Hazard Insurance months @ $ per month		
1002. Mortgage insurance months @ $ per month		
1003. City property taxes months @ $ per month		
1004. County property taxes months @ $ per month		
1005. Annual assessments months @ $ per month		
1006. months @ $ per month		
1007. months @ $ per month		
1008. Aggregate Adjustment months @ $ per month		
1100. **TITLE CHARGES**		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to		
(includes above items numbers;)		
1108. Title Insurance to		
(includes above items numbers;)		
1109. Lender's coverage $		
1110. Owner's coverage $		
1111.		
1112.		
1113.		
1200. **GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201. Recording fees: Deed $; Mortgage $; Releases $		
1202. City/county tax/stamps: Deed $; Mortgage $		
1203. State tax/stamps: Deed $; Mortgage $		
1204.		
.1205.		
1300. **ADDITIONAL SETTLEMENT CHARGES**		
1301. Survey to		
1302. Pest inspection to		
1303.		
1304.		
1305.		
1400. **TOTAL SETTLEMENT CHARGES** *(enter on lines 103, Section J and 502, Section K)*		

Consumer Information on Home Purchasing and Related Topics

U.S. Department of Housing and Urban Development
451 7th Street, SW
Washington, DC 20410
Web site: http://www.hud.gov

For information about FHA-insured home mortgage loans on one-to-four family dwellings call:

1-800 CALL FHA (800-225-5342)

For information about buying a HUD home call:

1-800-767-4HUD (800-767-4483)

For consumer counseling referrals call:
1-888-HOME4US (1-888-466-3487)

For information regarding housing discrimination issues contact:

Office of Fair Housing and Equal Opportunity (see above HUD address)
1-800-669-9777
Web site: http://www.hud.gov/fhe/fheo.html

For information about RESPA contact:

Office of Consumer and Regulatory Affairs (see above HUD address)
Web Site: http://www.hud.gov/fha/res/respa_hm.html

Other Agencies

For information about programs and pamphlets offered by the Department of Veterans Affairs, contact your nearest VA Regional Office.
Web Site: http://www.va.gov/vas/loan

For information about rural housing loan programs contact:

Department of Agriculture
Rural Development/Rural Housing Services
Stop 0783
Washington, DC 20250
Web Site: http://www.rurdev.usda.gov

For information about the Truth in Lending Act and the Equal Credit Opportunity Act contact:

Federal Reserve Board
20th Street and Constitution Avenue, NW
Washington, DC 20551
http://www.bog.frb.fed.us

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