Houston Police CREDIT UNION

HOME EQUITY APPLICATION CHECKLIST

1. **MAKE AN APPOINTMENT**

   You need an appointment with a Home Equity Loan Officer. Both spouses must consent however are not required to participate on the loan. Either applicant may be present at the initial time of application.

2. **PROVIDE YOUR EMAIL ADDRESS**

   We will need a valid email address for correspondence throughout the loan process.
   - Please provide separate email addresses for each borrower.

3. **BRING THESE ITEMS TO YOUR APPOINTMENT**
   - Deed of Trust or Warranty Deed which gives a complete legal description and the name of all owners of the property
   - County Tax Appraisal Statement indicating the appraised value
   - Current mortgage statement
   - Home Owners Association (HOA) statement (if applicable)
   - Income verification on all applicants via W2 or paycheck stub
     - Income verification must be most current (30 days or newer)
   - Homeowner's insurance policy including your agent's name and phone number. Your policy deductibles can not be greater than $2,000 or 2% of the home value.
   - Government-issued ID

HELOC Minimum: $25,000 | Home Equity Minimum: $25,000

Rates are set by the Board of Directors and are subject to change without notice. Rates are determined by the credit score at the credit bureau.

For access to counselors, visit www.consumerfinance.gov/find-a-housing-counselor.

Houston Police CREDIT UNION

HOME EQUITY LINE OF CREDIT EARLY FEDERAL DISCLOSURE

IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLAN

IMPORTANT INFORMATION- PLEASE READ CAREFULLY

If I wish to apply for a Home Equity Line of Credit, I should read the following information carefully.

In this Early Federal Disclosure ("Disclosure"), the words "I", "ME" and "MY" means all those who are or may be applicants for a Home Equity Line of Credit with you. The words "YOU", "YOUR" and "YOURS" means Houston Police Federal Credit Union.

This disclosure contains important information about Home Equity Line of Credit. I should read it carefully and keep a copy for my records.

Availability of Terms: All of the terms described in this Disclosure are subject to change. If these terms change (other than a change in the ANNUAL PERCENTAGE RATE and I decide not to enter into a Home Equity Line of Credit Agreement and Promissory Note (herein "Note") with you, I am entitled to a refund of any fees I paid to you or anyone else in connection with my application.

Security Interest In My Home: You will take a security interest in my home in connection with this Home Equity Line of Credit. I can lose my home if I do not meet the obligations in my Note with you.

Possible Creditor Actions:

Under this Home Equity Line of Credit ("Plan" or "Credit Line"), you have the following rights:

Termination and Acceleration. You can terminate the Plan and require me to pay you the entire outstanding balance in one payment, and charge me certain fees, if any of the following happens:

(a) I commit fraud or make a material misrepresentation at any time in connection with the Plan. This can include, for example, a false statement about my income, assets, liabilities, or any other aspect of my financial condition.

(b) I do not meet the repayment terms of the Plan.

(c) My action or inaction adversely affects the collateral for the Plan or your rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without your permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

Suspension or Reduction. In addition to any other rights you may have, you can suspend additional extensions of credit or reduce my credit limit during any period in which any of the following are in effect:

Home Equity Department: 713-568-1231 • homelending@hpcu.coop
Main Office: 1600 Memorial Drive • Houston, Texas 77007-7789
Northpointe Branch: • 12231 Northpointe Boulevard • Suite B • Tomball, Texas 77377
713-237-8700 • 800-927-8707 (Texas Only) • Fax 713-986-0398

(a) The value of my dwelling declines significantly below the dwelling's appraised value for purposes of the Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(b) You reasonably believe that I will be unable to fulfill my payment obligations under the Plan due to a material change in my financial circumstances.

(c) I am in default under any material obligation of the Plan. You consider all of my obligations to be material. Categories of material obligations include, but are not limited to, the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the dwelling or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the dwelling, obligations to notify you and to provide documents or information to you (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions).

(d) You are precluded by government action from imposing the annual percentage rate provided for under the Plan.

(e) The priority of your security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.

(f) You have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

(g) The maximum annual percentage rate under the Plan is reached.

If I ask, you will give me more specific information concerning when you can take these actions.

Change in Terms. You may make changes to the terms of the Plan if I agree to the change in writing at that time, if the change will unequivocally benefit me throughout the remainder of the Plan, or if the change is insignificant (such as changes relating to our data processing systems).

Payment Terms: I will be permitted to take advances in my Plan with you in amounts of $4,000.00 or more, up to my available credit limit, for a period of five (5) years. This is known as the “Draw Period”. Thereafter, I will no longer be permitted to take advances but I will be required to pay my Minimum Monthly Payments in order to pay off the unpaid balance of my Plan plus FINANCE CHARGES and other applicable fees and charges under the Note. This is known as the “Repayment Period”. The length of the Repayment Period will depend on the particulars of your specific Plan and it may be up to twenty (20) years.

Minimum Monthly Payment:

I can obtain credit advances during the Draw Period.

During the Draw Period, a Minimum Monthly Payment is required and is calculated by reference to the unpaid balance at the end of each Statement Cycle. The Minimum Monthly Payment will equal the amount of your

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accrued FINANCE CHARGES at the end of each Statement Cycle, plus other fees and charges, if any. The Minimum Monthly Payment during the Draw Period will not reduce the principal that is outstanding on my Plan.

During the Repayment Period, my Minimum Monthly Payment will be based on: 1) my unpaid balance at the end of the Draw Period; 2) the ANNUAL PERCENTAGE RATE in effect as of the 1st day of the Repayment Period, 3) the term specified in the Note.

If my ANNUAL PERCENTAGE RATE is changed during the Repayment Period, in accordance with the terms of the Note, my payment will also change.

I understand that my Minimum Monthly Payment is applied in the following order: 1) over limit amounts, if any; 2) fees, if any; 3) late charges, if any; 4) FINANCE CHARGES; and 5) my unpaid balance.

Fees and Charges: While there are no lender fees imposed to open, use, or maintain the Plan, you may be required to pay certain fees and charges below:

> Late Charge: Your payment will be late if it is received by us more than **10 days after the "Payment Due Date" shown on your periodic statement.** If your payment is late, we may charge you 5% of the overdue payment or $15.00, whichever is less.
>
> Third Party Fees: You must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies. These third party fees generally total between $100.00 and $1,500.00. Upon request, we will provide you with an itemization of the fees you will have to pay to third parties.

Property Insurance: I understand that I must maintain property hazard insurance throughout the term of the Plan, fully insuring the property against loss or damage by fire and other standard perils. If the property is now or at some future date is determined to be located in a flood hazard area qualifying for available flood insurance under the National Flood Insurance Act of the 1968/National Flood Insurance Act of 1994, then I must also maintain flood insurance on the property, naming you as the Loss Payee. I may obtain the required insurance from a company of my own choosing. If I do not get or keep this insurance, you may obtain the required insurance and add its cost to my Plan and I agree to pay for it. Any amount spent by you for insurance will be added to the unpaid balance of my Plan and will accrue FINANCE CHARGES. The proceeds of any insurance policy on the property, whether acquired by you or me, shall be applied solely to repairs/reconstruction of the property or repayment of the loan.

Negative Amortization: Under some circumstances, my payments will not cover the FINANCE CHARGES that are payable (generally if I do not pay at least my Minimum Monthly Payments on a timely basis), such that "Negative Amortization" will occur. If this occurs, it will increase my unpaid FINANCE CHARGES and reduce my equity in my home.

Minimum Draw Requirements: The minimum initial advance that I may draw under the Home Equity Line of Credit is $4,000.00. The minimum credit advance that I may receive is $4,000.00 for each subsequent advance.

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Tax Deductibility: Finance Charges and other fees and charges on my Home Equity Line of Credit may be tax deductible. I should consult a professional tax advisor regarding the deductibility of Finance Charges and other fees and charges under the Home Equity Line of Credit.

Variable Rate Feature: This Plan contains provisions for a Variable ANNUAL PERCENTAGE (Interest) RATE. The ANNUAL PERCENTAGE RATE and the amount of the Minimum Monthly Payments may change as a result. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

How you determine changes in my ANNUAL PERCENTAGE RATE: The ANNUAL PERCENTAGE RATE may increase or decrease quarterly during the term of this Note. Any such change will be based on an increase or decrease in the index.

The Index. The annual percentage rate is based on the value of an index (referred to in this Disclosure as the "Index"). The Index is the Wall Street Journal U.S. Prime Rate. Information about the Index is available or published daily in the Wall Street Journal. You will use the most recent Index value available to you as of the date of any annual percentage rate adjustment.

The Index is the Prime Rate published in the Money Rates column of the Wall Street Journal as of the 15th day of the month preceding each new calendar quarter. When a range of rates has been published, the highest rate will be used. In the event that the Wall Street Journal ceases publishing the Index, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index as permitted in the Note.

My ANNUAL PERCENTAGE RATE is determined by adding a fixed percentage (a “Margin”), which will be set forth in the Note, to the Index as of each Adjustment Date. The initial annual percentage rate and the index in effect as of the date of the Note will be set forth in the Note. I will ask you for the current Index values, Margin and Annual Percentage Rate. After I open the Home Equity Line of Credit, the ANNUAL PERCENTAGE RATE will be provided on periodic statements that you send to me.

To determine the Periodic Rate that will apply to my Draw Period, You add a Margin to the value of the Index, round that sum to the nearest 0.125%, then divide the rounded value by 365 days. To obtain the ANNUAL PERCENTAGE RATE, you multiply the Periodic Rate by the number of days in a year (366 during leap years). This result is the ANNUAL PERCENTAGE RATE for my Draw Period. The amount that my ANNUAL PERCENTAGE RATE may change also may be affected by periodic annual percentage rate change limitations and the lifetime annual percentage rate limits, as discussed below.

Please ask for the current Index value, margin and annual percentage rate. After I open my Plan, rate information will be provided on periodic statements that You send me.

Frequency of Annual Percentage Rate Changes: My ANNUAL PERCENTAGE RATE is subject to change once each calendar quarter on January 1, April 1, July 1 and October 1 of each year. These dates shall be known as “Adjustment Dates”. The Index in effect on the 15th day of the month preceding each new calendar quarter shall be used to calculate the ANNUAL PERCENTAGE RATE change effective on the first day following the close of each quarterly Statement Cycle.

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Maximum and Minimum Rate: The Maximum ANNUAL PERCENTAGE RATE during the term of the Note shall not exceed 18.00%. The minimum ANNUAL PERCENTAGE RATE is 3.50%. There are no quarterly or annual caps on changes in the ANNUAL PERCENTAGE RATE during the term of the Note. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Note are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Note are at your discretion. Changes in the ANNUAL PERCENTAGE RATE may result in a change in the amount of the Minimum Monthly Payment.

Maximum Rate and Payment Example:

Draw Period: Assume 1) an Initial ANNUAL PERCENTAGE RATE of 4.00%; and 2) that I had an initial advance of $10,000.00. Assuming no over limit or past due amounts, the Minimum Monthly Payment during the Draw Period would be $33.97.

Repayment Period: During the Repayment Period, assuming a balance of $10,000.00 at the Maximum ANNUAL PERCENTAGE RATE OF 18.00% and no past due amounts, the Maximum Monthly Payment would be $154.00 if the Repayment Period is 20 years.

Historical Example: The following table shows how the ANNUAL PERCENTAGE RATE and the Minimum Monthly Payments for a single $10,000.00 credit advance would have changed based on changes in the Index from 2012 to 2026. The Index values for the Wall Street Journal Prime Rate are from January 1st of each year. The table assumes an annual change in the ANNUAL PERCENTAGE RATE. While only one payment per year is shown, payments may have varied during each year.

The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the Index or your payments will change in the future. The Repayment Period is 20 years.

		Year	Index	Margin*	APR^	Monthly Payment~
Draw Period		2012	3.25	2	5.25	33.97
		2013	3.25	2	5.25	33.97
		2014	3.25	2	5.25	33.97
		2015	3.25	2	5.25	33.97
		2016	3.25	2	5.50	46.71
Repayment Period		2017	3.75	2	5.75	70.21
		2018	4.50	2	6.50	74.56
		2019	5.50	2	7.50	80.56
		2020	4.75	2	6.75	76.04
		2021	3.25	2	5.25	67.38
		2022	3.25	2	5.25	67.38
		2023	7.50	2	9.50	93.21
		2024	8.50	2	10.50	99.84
		2025	7.50	2	9.50	93.21
		2026	6.75	2	8.75	88.17

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This is a margin Houston Police Federal Credit Union have used recently; my margin may be different.

^This APR is the actual percentage used to calculate the daily periodic rate, which is then used to calculate the monthly payment.

~For the purpose of calculating the minimum monthly payment during the Draw Period, it is assumed that there are 31 days in a billing cycle.

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ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/we have read this disclosure form, and understand its contents, as evidenced by my/ or signature(s) below.

I/we understand that this acknowledgment is a required part of the mortgage loan application.

_____ _____

APPLICANT'S SIGNATURE **DATE**

_____

EMAIL

_____ _____

CO-APPLICANT'S SIGNATURE **DATE**

_____

EMAIL

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Houston, TX 77007
713.568.1231 | homelending@hpcu.coop

Home Equity Application

NOTICE TO MARRIED APPLICANTS:
YOU HAVE THE RIGHT TO APPLY FOR A SEPARATE LOAN IN YOUR NAME.

LOAN ORIGINATOR NAME AND NMLS/____ LICENSE ID	Loan Officer Signature	Member Number

Loan Amount	Purpose	Property Address

CHECK TYPE OF CREDIT REQUESTED

☐ **Individual Credit:** Complete sections **A, B, D,** and **E** if only the applicant's income is considered for loan approval.
Complete sections **A, B, C, D,** and **E** (1) if you reside in a Community Property State; (2) if you are relying on property located in a Community Property State as a basis for repayment of the credit requested; or (3) if you are an Alaska resident subject to a community property agreement or community property trust. Community Property States include: AZ, CA, ID, LA, NM, NV, TX, WA, and WI.

☐ **Joint Credit:** Complete sections **A, B, C, D,** and **E** if your co-applicant will be contractually liable for repayment of the loan and initial below:
We intend to apply for joint credit. _____ (Applicant Initials) _____ (Co-Applicant Initials)

Please also review the section entitled "DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT".

A. APPLICANT'S PERSONAL INFORMATION

PLEASE COMPLETE ONLY IF YOU ARE APPLYING FOR JOINT CREDIT, SECURED CREDIT, OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE.

☐ Married ☐ Separated ☐ Unmarried *(Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship)*

Last Name	First Name	Initial

Present Street Address	City	State	Zip	How Long?

Previous Street Address (If present address less than two years)	City	State	Zip	How Long?

Social Security Number	Date of Birth	Home Phone Number	Driver's License Number and State	Email

B. INFORMATION REGARDING APPLICANT (MUST BE EMPLOYED FOR A MINIMUM OF 2 YEARS)

Present Employer's Name and Address	City	State	Zip	Date Employed

Occupation	Supervisor's Name	Work Phone & Extension	Gross Income
			$

Previous Employer's Name and Address (if less than 2 years at Employer)	City	State	Zip	How Long?	Occupation

Real Estate Owned and Address (Include Home)	Date Purchased	Purchase Price
		$

OTHER INCOME NOTICE: Do not list alimony, child or spousal support or separate maintenance payments unless you wish them considered as a basis for repayment of the credit requested. If listed, verification may be requested.	Source of Other Income	Amount	Total Monthly Income
		$	$

C. INFORMATION REGARDING ☐ CO-APPLICANT ☐ NON-APPLICANT BORROWING SPOUSE/OTHER

Last Name	First Name	Initial	Date of Birth	Social Security Number

Street Address	City	State	Zip	Home Phone Number	Driver's License Number and State

Present Employer's Name and Address	City	State	Zip	Date Employed

Occupation	Email	Work Phone & Extension	Gross Income
			$

OTHER INCOME NOTICE: Do not list alimony, child or spousal support or separate maintenance payments unless you wish them considered as a basis for repayment of the credit requested. If listed, verification may be requested.	Source of Other Income	Amount	Total Monthly Income
		$	$

CONTINUE APPLICATION ON PAGE 2 - SIGN PAGE 2 OF THE APPLICATION BEFORE SUBMITTING.

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LOAN APPLICATION SIGNATURES

Please Read Before Signing:
All the information in this application is true. I understand that section 1014 Title 18 U.S. Code makes it a crime to knowingly make a false statement on this application. You have my permission to verify any information contained in this application from any source named in this application. You may retain this application even if not approved. I understand that you may receive information from others about my credit history and you may answer questions and requests from others seeking credit or experience information about me or my accounts with you. If this application is approved, I agree to honor the provisions of the [HomEquity Credit Line Agreement and Truth-in-Lending Disclosure Statement] or the [HomEquity Loan Agreement – Mortgage Loan and Closing Disclosure] covering my loan, whichever is applicable. (If this application is for two of us, this statement applies to both of us.)
Applies to HELOCs only: I acknowledge receipt of a copy of the HomEquity Credit Plan Predisclosures and Handbook entitled "What You Should Know About Home Equity Lines of Credit."
Consumer and Credit Report Authorization. By signing this Application, I authorize you to obtain my consumer and/or credit report for the purposes of evaluating this application and to obtain subsequent credit reports on an on-going basis in connection with this transaction, and for all other legitimate purposes, such as reviewing my accounts or taking collection action on the account. I authorize you to receive and review other information about me, such as my employment and income information, from third-parties or consumer reporting agencies.
IMPORTANTNOTICE ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for me: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying information.

Signature of Applicant	Date	Signature of Applicant (Where Applicable)	Date
X		X	

DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT. THE FOLLOWING APPLIES IF YOU ARE APPLYING FOR A:
☐ **CLOSED-END HOME EQUITY LOAN** ☐ **HOME EQUITY LINE OF CREDIT**

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

Applicant:	**Co-Applicant:**
Ethnicity: - *Check one or more*	**Ethnicity:** - *Check one or more*
☐ Hispanic or Latino	☐ Hispanic or Latino
☐ Mexican ☐ Puerto Rican ☐ Cuban	☐ Mexican ☐ Puerto Rican ☐ Cuban
☐ Other Hispanic or Latino - *Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:* _____	☐ Other Hispanic or Latino - *Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:* _____
☐ Not Hispanic or Latino	☐ Not Hispanic or Latino
☐ I do not wish to provide this information	☐ I do not wish to provide this information
Race: *Check one or more*	**Race:** *Check one or more*
☐ American Indian or Alaska Native - *Print name of enrolled or principal tribe:* _____	☐ American Indian or Alaska Native - *Print name of enrolled or principal tribe:* _____
☐ Asian	☐ Asian
☐ Asian Indian ☐ Chinese ☐ Filipino	☐ Asian Indian ☐ Chinese ☐ Filipino
☐ Japanese ☐ Korean ☐ Vietnamese	☐ Japanese ☐ Korean ☐ Vietnamese
☐ Other Asian - *Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:* _____	☐ Other Asian - *Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:* _____
☐ Black or African American	☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander	☐ Native Hawaiian or Other Pacific Islander
☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan	☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
☐ Other Pacific Islander - *Print race, for example, Fijian, Tongan, and so on:* _____	☐ Other Pacific Islander - *Print race, for example, Fijian, Tongan, and so on:* _____
☐ White	☐ White
☐ I do not wish to provide this information	☐ I do not wish to provide this information
Sex: ☐ Female ☐ Male ☐ I do not wish to provide this information	**Sex:** ☐ Female ☐ Male ☐ I do not wish to provide this information
To Be Completed by Financial Institution (for an application taken in person):	
Was the ethnicity of the applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No	Was the ethnicity of the co-applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No
Was the race of the applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No	Was the race of the co-applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No
Was the sex of the applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No	Was the sex of the co-applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No
The Demographic Information was provided through:	
☐ Face-to-Face Interview *(includes Electronic Media w/ Video Component)* ☐ Telephone Interview ☐ Fax or Mail ☐ Email or Internet	

Have you omitted anything? Remember: Incomplete applications cannot be processed.

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THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, _____, on this day of _____, 20__, personally appeared _____, ("Affiant"), known to me to be of lawful age, a credible persons, of sound mind and capable of making this affidavit and, who being by me first duly sworn, on their oath, depose and says that the following statements made herein are based on personal knowledge and are true and correct:

That the following described real estate, situated in _____County, Texas to wit: *(Insert Legal description of property here)*:

Property more commonly known as (insert street address) _____ _____, **constitutes Affiant's HOMESTEAD; and that Affiant resides on said property.**

Further, Affiant is aware that if married and more than one property is owned, Texas law limits claim of homestead to one property for either a single person or married persons. Affiant herein states this is the only homestead property claimed by Affiant.

Affiant is aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title may be subject to fine(s) or imprisoned more than 5 years, or both. I am also aware the perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service or pecuniary interest is $20,000.00 or more, but less than $100,000, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Correction for a term of not more than 10 years or less than 2 year; (ii) a felony of second degree of the value of the property , service or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property , service or pecuniary interest is in excess of $200,000.00, which is punishable by a fine not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years

EXECUTED this _____day of _____, 20___.

_____
Affiant signature

Printed Name:_____

SWORN TO and subscribed before me this the ____day of _____, 20____.

_____
Notary Public in and for
_____County, _____

Printed Name:_____

STATE OF _____)
)
COUNTY OF _____)

Before me, _____, a notary public, on this day personally appeared _____ _____, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of _____, 2026.

_____
Notary Public in and for the
State of _____

(personalized seal)

AFTER RECORDING RETURN TO:

MARITAL STATUS AFFIDAVIT

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, _____, on this _day of _____, 20__, personally appeared _____, ("Affiant"), known to me to be of lawful age, a credible persons, of sound mind and capable of making this affidavit and, who being by me first duly sworn, on their oath, depose and says that the following statements made herein are based on personal knowledge and are true and correct:

My full name is _____

Choose A or B:

A. I am a single person and have been single as explained below (choose one):

☐ I have never been married; or

☐ I became a single person on *(date)*_____, and have remained single continuously from that date and have no plans to remarry; but if I do remarry, I will notify Lender as soon as possible and before loan transaction is closed.

Please initial the following (if you are unable to initial, please proceed to B):

Texas law defines Common Law Marriage in the Family Code: Chapter 2.

_____If the following **is true**, please initial this line:

I have not agreed with another person to be married, and after the agreement lived together with that other person in this state as husband and wife, and represented to others that I am married.

B. I am a married person. I am married to *(full name of spouse)* _____
_____

☐ We married on *(date)* _____in *(city/state)*_____; or

☐ I agreed with another person to be married, and after the agreement lived together with that person in this state as husband and wife, and represented to others that I am married. We became common law married on or about *(month/year)* _____.

Affiant is aware that Houston Police Credit Union is relying upon the accuracy of statements herein in extending a loan secured by Affiant's homestead.

Affiant confirms that the statements contained herein are true and correct.

Affiant is aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title may be subject to fine(s) or imprisoned more than 5 years, or both. I am also aware the perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service or pecuniary interest is $20,000.00 or more, but less than $100,000, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Correction for a term of not more than 10 years or less than 2 year; (ii) a felony of second degree of the value of the property , service or pecuniary interest is $100,000.00 or more, but less than $200,000.00, which is punishable by a fine of $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property , service or pecuniary interest is in excess of $200,000.00, which is punishable by a fine not to exceed $10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years

EXECUTED this _____day of _____, 20___.

_____

Affiant signature

Printed Name:_____

SWORN TO and subscribed before me this the ____day of _____, 20____.

_____

Notary Public in and for

_____County, _____

_____

Affiant signature

Printed Name:_____

STATE OF _____)
)
COUNTY OF _____)

Before me, _____, a notary public, on this day personally appeared _____ _____, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of _____, 2026.

_____

Notary Public in and for the
State of _____

(personalized seal)

AFTER RECORDING RETURN TO: