

TOP LEADING FINANCIAL, INC.
2233 S. HACIENDA BLVD. #200, HACIENDA HEIGHTS, CA 91745
TEL: (626) 369-1289 FAX: (626) 369-1889

Dear Applicant:

We will need from you as part of the loan application that you are submitting to us your signature on the following Statement of Applicant. PLEASE READ THE STATEMENT CAREFULLY.

**STATEMENT OF APPLICANT REGARDING OWNER OCCUPANCY OF
PROPERTY**

I understand that it is a requirement of the undersigned Lender, known as (Lender), in granting me a loan that I will occupy the property that will secure the loan (the "security property") *as my primary residence* within thirty (30) days after the Deed of Trust for the loan is recorded and further that I will actually occupy the security property during the (12) month period immediately following initial occupancy.

To enable your considering my loan application, I hereby certify and declare that I will occupy the security property my primary residence within thirty (30) days after the Deed of Trust for the loan is recorded and further that I will actually occupy the security property during the (12) month period immediately following initial occupancy. If, at any time before you grant or fund my loan, I change my mind or have any reason to believe that I will not be occupying the security property as my primary residence within thirty (30) days and actually occupying the security property during the (12) month period immediately following initial occupancy, I will tell you immediately and I understand that you will then be unable to grant me a loan.

I understand that whether I move into the security property and make it my primary residence is important to you because, among other things, purchasers of loans (including but not limited to agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied; your ability to sell a loan (which you often do in the ordinary course of business) will be impaired where a security property is not owner occupied: and the risks involved in the costs holding and administering a loan are often higher in the case of a loan where the security property is not occupied as the primary residence of the person owning the property.

I understand that, if you approve my loan application, in order for you to fund my loan. I will be required to sign a "Borrower's Declaration" which provides that, if I fail to occupy the security property as my primary residence within thirty (30) days after the Deed of Trust for the loan is recorded and for the (12) month period immediately following initial occupancy, Lender will have the right to declare all sums under the Note- the entire amount I am borrowing- to be immediately due and payable, which means I will have to pay back the entire loan at once. I also understand that Lender may instead, if it chooses to, negotiate with me to increase the interest rate on the loan. And increase the amount of each monthly installment to permit my paying off the loan in the same number of installments, but that Lender does not have to do this and may choose simply to declare all sums under the Note immediately due and payable. I also understand that the rights of Lender that are mentioned in this Statement will be in addition to any other rights of Lender under the Deed of Trust or allowed by law.

In addition, I also understand that in the event of Lender's Auditing, if the property is not owner occupied, I shall take full responsibility of the consequences, including and not limited to Lender's request of buying back the loan. _____

In signing this statement, I am aware of Section 1014 of Title 18 of the United States Code, which provides in part as follows:

"Whoever knowingly make any false statement or report...for the purpose of influencing in any way the action of ...any institution the accounts of which are insured by the Federal Savings and Loan Insurance Corporation...upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan, or any change or extension of any of the same, by renewal, deferment of action or otherwise, or the acceptance, release, or substitution of security therefore, shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

I have read and understood this Statement of Applicant. I understand that the making of false certifications or declarations is a crime under Section 1014 of Title 18 of the United States Code. I understand and agree that, in the event that any part of this Statement of Application be held by any court to be unenforceable in whole or in part for any reason whatsoever, such part, to such extent as it is enforceable, and every other part not so held to be unenforceable. Shall continue in full force and effect as the Statement of Applicant made by the undersigned to you. I have received a copy of this Statement of Applicant that I may retain.

DATE: _____ **SIGN HERE:** _____
APPLICANT

DATE: _____ **SIGN HERE:** _____
APPLICANT

DATE: _____