

*Overview of this information collection:*

(1) *Type of Information Collection:* Revision of an existing collection.

(2) *Title of the Form/Collection:* Application for Temporary Protected Status.

(3) *Agency form number, if any, and the applicable component of the Department of Homeland Security sponsoring the collection:* Form I-821. U.S. Citizenship and Immigration Services (USCIS).

(4) *Affected public who will be asked or required to respond, as well as a brief abstract:* Primary: Individuals or Households. The information required on the Form I-821 is necessary in order for USCIS to make a determination that the applicant meets the TPS eligibility requirements and conditions.

(5) *An estimate of the total number of respondents and the amount of time estimated for an average respondent to respond:* 335,333 responses at 1 hour and 30 minutes (1.5 hours) per response.

(6) *An estimate of the total public burden (in hours) associated with the collection:* 502,999 annual burden hours.

If you have additional comments, suggestions, or need a copy of the information collection instrument, please visit the USCIS Web site at: <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=29227b58fa16e010VgnVCM1000000ecd190aRCRD&vgnnextchannel=29227b58fa16e010VgnVCM1000000ecd190aRCRD>.

If you have additional comments, suggestions, or need a copy of the information collection instrument, please contact Richard A. Sloan, Chief, Regulatory Management Division, U.S. Citizenship and Immigration Services, 111 Massachusetts Avenue, NW., Suite 3008, Washington, DC 20529; Telephone 202-272-8377.

Dated: June 21, 2007.

**Richard Sloan,**

*Chief, Regulatory Management Division, U.S. Citizenship and Immigration Services, Department of Homeland Security.*

[FR Doc. E7-12403 Filed 6-26-07; 8:45 am]

**BILLING CODE 4410-10-P**

## DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-5157-N-01]

### Mortgage Review Board; Administrative Actions

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

**ACTION:** Notice.

**SUMMARY:** In compliance with Section 202(c) of the National Housing Act, this notice advises of the cause and description of administrative actions taken by HUD's Mortgage Review Board against HUD-approved mortgagees.

#### FOR FURTHER INFORMATION CONTACT:

David E. Hintz, Secretary to the Mortgage Review Board, 451 Seventh Street, Portals 200, SW, Room B-133, Washington, DC 20410-8000, telephone: (202) 708-3856, extension 3594. A Telecommunications Device for Hearing- and Speech-Impaired Individuals (TTY) is available at (800) 877-8339 (Federal Information Relay Service).

**SUPPLEMENTARY INFORMATION:** Section 202(c)(5) of the National Housing Act (added by Section 142 of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989), requires that HUD "publish a description of, and the cause for, administrative action against a HUD-approved mortgagee" by the Department's Mortgage Review Board (Board). In compliance with the requirements of Section 202(c)(5), this notice advises of administrative actions that have been taken by the Board from October 18, 2005, to March 26, 2007.

#### 1. A&E Mortgage Company, LLC, Roselle, New Jersey, [Docket No. 02-1971 MR]

*Action:* Settlement Agreement signed September 7, 2006. Without admitting wrongdoing or fault, A&E Mortgage Company, LLC (A&E) agreed to pay HUD an administrative payment in the amount of \$300,000.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where A&E: Used falsified and/or conflicting documents in the origination of eight HUD/FHA-insured mortgages; failed to ensure loan applications were taken by authorized employees; and used a loan officer contract which required the loan officer to pay her own expenses.

#### 2. Atlantic Coast Mortgage Services, Pleasantville, NJ [Docket No. 06-6026-MR]

*Action:* Settlement Agreement signed February 8, 2007. Without admitting liability or fault, Atlantic Coast Mortgage Services (Atlantic) agreed to pay HUD an administrative payment in the amount of \$9,000.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Atlantic: Failed to ensure that one of its employees worked exclusively for it; and failed to implement and maintain a Quality Control Plan in compliance with HUD/FHA requirements.

#### 3. BSM Financial LP dba Banksorce Mortgage, Addison, TX [Docket No. 05-5047-MR]

*Action:* Settlement Agreement signed October 4, 2006. Without admitting liability or fault, BSM Financial LP dba Banksorce Mortgage (BSM) agreed to: Waive all insurance benefits or indemnify HUD for any losses on 15 HUD/FHA-insured loans; within 60 days of the effective date of the settlement agreement, provide documentation sufficient to demonstrate that BSM complied with HUD/FHA requirements relating to local health authority approval of private or cooperative water and sewage disposal systems with respect to three properties. If BSM failed to provide the documents within the timeframe agreed to, BSM would waive all insurance benefits or indemnify HUD for any losses that may be incurred in relations to the three loans if HUD is unable to sell the referenced properties subject to FHA insurance because of problems with the water and/or septic systems; pay HUD \$49,784 which represents the aggregate amount by which the principal balances of eight loans were over-insured at the time of commitment; and pay HUD an administrative payment in the amount of \$150,000.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where BSM: Failed to remit Upfront Mortgage Insurance Premiums in a timely manner; failed to implement and maintain a Quality Control Plan that complied with HUD/FHA requirements; failed to properly verify, document and/or calculate income used in loan qualification in accordance with HUD/FHA requirements; failed to document the source of funds required to close and/or pay off debts, or there were

insufficient funds verified to close and/or pay off debts; calculated borrowers' total mortgage payments (including principal, interest, taxes and hazard insurance) using real estate taxes that were understated and, in some cases, also improperly omitted debts when assessing loan qualification; failed to comply with HUD/FHA requirements regarding qualification for streamline refinance transactions; approved loans with ratios exceeding HUD/FHA benchmark guidelines without compensating factors or without adequate compensating factors; allowed credit reports and/or income to asset verification forms and documentation to pass through the hands of third parties and, in certain cases, falsely certified that the documents were requested and received directly by BSM from the providers and/or that the documents received were true copies of the originals; allowed a non-purchasing spouse to take an ownership interest in a HUD/FHA-insured property, in violation of mortgage eligibility requirements; failed to ensure that property that was proposed or under construction was eligible for HUD/FHA mortgage insurance; closed loans in excess of the maximum allowable amount resulting in over-insured mortgages; failed to comply with Construction-Permanent Loan Program requirements; failed to ensure that the buyer, seller and/or settlement agent completed HUD-1 Addendum certifications; allowed one of its underwriters to also perform work for a manufactured housing seller; and used falsified documents and/or documents that contained unresolved discrepancies in the origination of HUD/FHA-insured mortgage loans.

**4. Citrus State Mortgage, Incorporated, Mount Dora, FL [Docket No. 05-5079-MR]**

*Action:* Settlement Agreement signed September 15, 2006. Without admitting liability or fault, Citrus State Mortgage, Incorporated (Citrus) and its President agreed to pay HUD an administrative payment in the amount of \$35,000. Citrus also agreed not to reapply for reinstatement as an FHA-approved lender until March 1, 2008.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Citrus: Paid prohibited referral fees to another entity controlled by one of the Citrus's underwriters; paid its underwriters prohibited commission payments; charged prohibited document preparation fees to an entity owned and controlled by one of Citrus's

underwriters; and failed to develop and implement a Quality Control Plan and failed to perform a Quality Control review of two loans that went into default within the first six months.

**5. Colban Funding, Incorporated, Endwell, NY [Docket No. 04-4587-MR]**

*Action:* On October 18, 2005, the Board issued a letter to Colban Funding, Incorporated (Colban) withdrawing its HUD/FHA approval for three years. The Board also voted to impose a civil money penalty in the amount of \$76,000.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Colban: Violated HUD/FHA third party restrictions by allowing non HUD/FHA-approved mortgage brokers to participate in the origination of HUD/FHA-insured mortgages; falsely certified on forms HUD-92900-A, Addendum to the Uniform Residential Loan Application that the information contained in the Uniform Residential Loan Application and the Addendum was obtained directly from the borrower by a full-time employee of Colban or its duly authorized agent; failed to identify all of the HUD/FHA-approved lenders involved in the origination of HUD/FHA insured mortgage loans on HUD-92900-A and in HUD's database system; failed to provide evidence that, where faxed documents were used, original verification documents were received and reviewed; failed to ensure that borrowers met the three percent minimum required cash investment; failed to provide adequate analysis or data verification of prior sales that occurred within one year of the appraisal report for three HUD/FHA-insured loans; failed to include and/or adequately evaluate borrower's debt when underwriting loans; failed to adequately document the source and transfer of funds used for the downpayment and/or closing costs; failed to identify incorrect and inconsistent information on the HUD-1 Settlement Statement that affected conditions under which the loan was closed.

**6. Colony Mortgage Corporation, Fairview Park, OH [Docket No. 05-5057-MR]**

*Action:* Settlement Agreement signed August 22, 2006. Without admitting liability or fault, Colony Mortgage Corporation, (Colony) agreed to pay HUD an administrative payment in the amount of \$38,000. Colony also agreed to indemnify HUD for any losses on two loans.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Colony: Violated third party origination restrictions by sponsoring loans from an unapproved entity; caused a false certification on form HUD-92900-A; failed to document the source and/or adequacy of funds for the downpayment and/or closing costs; failed to properly verify the borrower's income and/or stable employment history; failed to ensure that borrowers were not suspended, debarred or otherwise excluded from participating in the Department's programs; and failed to develop and implement a Quality Control Plan in accordance with HUD/FHA requirements.

**7. Faith Financial Group, Incorporated, Miami Lakes, FL [Docket No. 05-5041-MR]**

*Action:* Settlement Agreement signed October 20, 2006. Without admitting liability or fault, Faith Financial Group, Incorporated (Faith) agreed to pay HUD an administrative payment in the amount of \$8,000.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Faith: Failed to adopt, implement and maintain a Quality Control Plan in compliance with HUD/FHA requirements; and failed to ensure that its employees worked exclusively for Faith.

**8. First Source Financial USA, Incorporated, Las Vegas, NV [Docket No. 06-6009 MR]**

*Action:* On March 26, 2007, First Source Financial USA, Incorporated, Las Vegas, NV was served with the Government's Complaint for Civil Money Penalty in the amount of \$258,000.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where First Source Financial USA, Incorporated (First Source): Submitted false information in loan packages to HUD for HUD/FHA mortgage insurance; and engaged in prohibited net branching and prohibited loan origination arrangements.

**9. Homewide Lending Corporation, City of Industry, CA [Docket No. 05-5062-MR]**

*Action:* Settlement Agreement signed October 2, 2006. Without admitting liability or fault, Homewide Lending Corporation (Homewide) agreed to pay

HUD an administrative payment in the amount of \$48,000.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Homewide: Failed to implement and maintain a Quality Control Plan in compliance with HUD/FHA requirements (repeat finding); submitted false and/or conflicting income and employment documentation to originate HUD/FHA-insured loans; allowed real estate agents to hand-carry Verification of Employment in violation of HUD/FHA requirements; violated HUD/FHA third party origination restrictions; and submitted false gift or budget documentation to originate HUD/FHA-insured loans.

**10. Moreland Financial Corporation, Fort Washington, PA [Docket No. 04-4433-MR]**

*Action:* On January 17, 2007, the Board issued a letter to Moreland Financial Corporation (Moreland) withdrawing Moreland's FHA-approval.

*Cause:* The Board took this action because Moreland failed to pay a civil money penalty in the amount of \$22,000 previously imposed by the Board.

**11. Shore Financial Services, Incorporated, Birmingham, MI [Docket No. 06-6017 MR]**

*Action:* Settlement Agreement signed January 24, 2007. Without admitting liability or fault, Shore Financial Services, Incorporated (Shore) agreed to pay HUD a civil money penalty in the amount of \$29,500. Shore also agreed to indemnify HUD for any losses on four loans.

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Shore: Failed to ensure that loans that went into default within the first six months were reviewed as part of its Quality Control procedure; failed to document the source of Earnest Money Deposit funds, or funds to close; failed to document a stable two-year employment history for the borrowers; failed to ensure that borrower met the minimum credit requirements; and failed to reconcile incongruities in appraisals prior to submission to HUD, and/or accepted incomplete appraisal reports that did not support the final value consideration.

**12. Towne Mortgage and Realty, Sterling Heights, MI [Docket No. 06-6033-MR]**

*Action:* Settlement Agreement signed February 1, 2007. Without admitting

liability or fault, Towne Mortgage (Towne) agreed to pay HUD an administrative payment of \$26,601.37 (\$20,601.37 as indemnification for two loans and \$6,000 as an administrative payment).

*Cause:* The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Towne: Failed to ensure borrowers met minimum credit requirements; and failed to properly verify borrower's income and/or stability of income.

**13. USA Home Loans, Incorporated, Towson, MD [Docket No. 06-6029-MR]**

*Action:* On January 17, 2007, the Board issued a letter of reprimand to USA Home Loans, Incorporated (USA Home). The Board also imposed a civil money penalty in the amount of \$2,000.

*Cause:* The Board took this action because USA Home used misleading advertising regarding the FHA Single Family Mortgage Insurance Premium refund program.

Dated: June 14, 2007.

**Brian D. Montgomery,**

*Assistant Secretary for Housing-Federal Housing Commissioner.*

[FR Doc. E7-12374 Filed 6-26-07; 8:45 am]

**BILLING CODE 4210-67-P**

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**DEPARTMENT OF THE INTERIOR**

**Fish and Wildlife Service**

**Receipt of an Application for an Incidental Take Permit for Construction of Residential Units in Palm Beach County, FL**

**AGENCY:** Fish and Wildlife Service, Interior.

**ACTION:** Notice.

**SUMMARY:** We, the Fish and Wildlife Service (Service), announce the availability of an incidental take permit (ITP) and Habitat Conservation Plan (HCP). Tierra del Sol at Jupiter, LLC (Applicant) request an ITP pursuant to section 10(a)(1)(B) of the Endangered Species Act of 1973, as amended (Act). The Applicant anticipates taking about 0.54 acre of foraging and sheltering habitat occupied by the threatened Florida scrub-jay (*Aphelocoma coerulescens*) (scrub-jay) incidental to partial land clearing of their 4.07-acre lot and subsequent commercial and residential construction and supporting infrastructure in Palm Beach County, Florida (Project). The Applicant's HCP describes the mitigation and minimization measures proposed to

address the effects of the Project on the Florida scrub-jay.

**DATES:** We must receive your written comments on the ITP application and HCP on or before July 27, 2007.

**ADDRESSES:** See the **SUPPLEMENTARY INFORMATION** section below for information on how to submit your comments on the ITP application and HCP. You may obtain a copy of the ITP application and HCP by writing to: South Florida Ecological Services Field Office, Attn: Permit number TE154813-0, U.S. Fish and Wildlife Service, 1339 20th Street, Vero Beach, Florida 32960-3559. In addition, we will make the ITP application and HCP available for public inspection by appointment during normal business hours at the South Florida Ecological Services Office at the above address.

**FOR FURTHER INFORMATION CONTACT:** Ms. Trish Adams, Fish and Wildlife Biologist, South Florida Ecological Services Office (see **ADDRESSES**), telephone: 772-562-3909, ext. 232.

**SUPPLEMENTARY INFORMATION:** If you wish to comment on the ITP application and HCP, you may submit comments by any one of several methods. Please reference permit number TE154813-0 in such comments. You may mail comments to the Service's South Florida Ecological Services Office (see **ADDRESSES**). You may also e-mail your comments to [trish\\_adams@fws.gov](mailto:trish_adams@fws.gov). If you do not receive a confirmation from us that we have received your e-mail message, contact us directly at the telephone number listed under **FOR FURTHER INFORMATION CONTACT**. Finally, you may hand deliver comments to the South Florida Ecological Service Office (see **ADDRESSES**).

Before including your address, phone number, e-mail address, or other personal identifying information in your comments, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Construction for the Project will take place within Section 8, Township 41 South, Range 43 East, Jupiter, Palm Beach County, Florida. This property is within scrub-jay occupied habitat.

The Applicant will place 0.99 acre of upland habitat, 0.68 acre of which is occupied by scrub-jay, on their 4.07-acre lot in a conservation easement which will be enhanced and managed for scrub-jays. The conservation easement will be deeded to Palm Beach County