

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
OFFICE OF THE COMPTROLLER OF THE CURRENCY**

**In the Matter of:** )

**Clear Lake National Bank** )  
**San Antonio, Texas** )

AA-EC-03-25

Succeeded in interest by: )  
Lone Star Capital Bank, N.A. )  
San Antonio, Texas )

**CONSENT ORDER**

WHEREAS, the Comptroller of the Currency of the United States of America (“Comptroller”), through his National Bank Examiner, formerly examined Clear Lake National Bank, San Antonio, Texas (“Clear Lake”), and currently examines its successor in interest Lone Star Capital Bank, N.A., San Antonio (“Bank”);

WHEREAS, prior to the acquisition by the current Lone Star ownership group, Clear Lake, through its former vice president and loan officer Michael K. Muckleroy (“Muckleroy”), offered tax lien loans to Clear Lake customers, which were marketed, originated, serviced, and collected primarily through Sedona Pacific Housing Partnership, doing business as Sedona Pacific Properties, San Antonio, Texas (“Sedona”), and Encino Financial Inc., San Antonio, Texas (“Encino”), acting as the Bank’s agents;

WHEREAS, in connection with the duplicative fees, fees charged for services not performed, the failure to provide certain disclosures, and related conduct engaged in by Clear Lake, through Muckleroy, Sedona, and Encino, the Comptroller is prepared to charge the Bank, as successor in interest, with violations of the consumer protection provisions of the Home Ownership Equity Protection Act (“HOEPA”) and its implementing regulations; with violations

of the Truth In Lending Act (“TILA”) and its implementing regulations; with violations of the Real Estate Settlement Procedures Act (“RESPA”) and its implementing regulations; and with violations of the Federal Trade Commission Act (“FTC Act”) as a result of the unfair practices inherent in the tax lien loans; and

WHEREAS, in the interest of cooperation, compromise, and settlement, and to avoid the costs associated with future administrative and judicial proceedings, the Comptroller and the Bank desire to enter into this Consent Order (“Order”);

NOW THEREFORE, the Bank, by and through its duly elected and acting Board of Directors (“Board”), while neither admitting nor denying any of the foregoing violations of law and regulations, has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated 11/7/03, that is accepted by the Comptroller. By this Stipulation and Consent, incorporated herein by reference, the Bank has consented to the issuance of this Order by the Comptroller.

Pursuant to the authority vested in him by the Federal Deposit Insurance Act, as amended, 12 U.S.C. § 1818, the Comptroller hereby orders that:

## ARTICLE I

### RESTITUTION AND RESERVE

(1) Within ten (10) days of the execution of this Order, the Bank shall reserve or deposit into a segregated deposit account an amount totaling not less than one hundred thousand dollars (\$100,000) as a reserve for the restitution required by this Article. Within thirty (30) days of the execution of this Order, the Bank shall reserve or deposit into a segregated deposit account such additional amounts (if any) as are necessary to fully fund the restitution required by this Article.

(2) The Bank shall pay restitution, as required by this Article, to each of the consumers who obtained tax lien loans from Clear Lake, through Muckleroy, between May 1, 1999 and December 31, 2001.

(3) The amount of restitution payable to each consumer described in paragraph (2) of this Article, excepting those consumers described in paragraph (4) of this Article, shall be the sum of all fees paid by such consumer in connection with the consumers' tax lien loan. Such fees shall include:

- (a) all fees paid to Clear Lake in connection with such loans, whether or not characterized as a finance charge;
- (b) all interest paid on such loans from consummation until the date of the execution of this Order; and, if applicable,
- (c) all fees paid to any third parties in connection with such loans, including fees paid to Sedona, Encino, and/or Muckleroy, but not including any bona fide fee paid to any government official in connection with the enforcement or release of a lien for nonpayment of property taxes.

(4) The Bank shall pay restitution to each of the following consumers, described by their reference and loan number, in accordance with paragraph (5) of this Article:

- (a) consumer with reference number 88068499-70 and loan number 10032795-02;
- (b) consumer with reference number 88067798-70 and loan number 10032167-02;
- (c) consumer with reference number 88068234-70 and loan number 10032555-02;

- (d) consumer with reference number 88069737-70 and loan number 10033926-02;
- (e) consumer with reference number 88068457-70 and loan number 10032753-02; and
- (f) consumers with reference number 88069695-70 and loan number 10033884-02.

(5) The amount of restitution payable to each consumer described in paragraph (4) of this Article shall be the sum of all fees paid by such consumer in connection with the consumers' tax lien loan. Such fees shall include:

- (a) all fees paid to Clear Lake in connection with such loans, whether or not characterized as a finance charge;
- (b) all interest paid on such fees from consummation until the date of the execution of this Order; and, if applicable,
- (c) all fees paid to any third parties in connection with such loans, including fees paid to Sedona, Encino, and/or Muckleroy, but not including any bona fide fee paid to any government official in connection with the enforcement or release of a lien for nonpayment of property taxes.

## ARTICLE II

### METHOD OF PAYMENT

(1) The Bank shall make the restitution and reimbursement payments required by this Order in conformity with this Article.

(2) The Bank shall use reasonable efforts to perform the following within sixty (60) days from the execution of this Order, and shall, in any event, complete the following no later than ninety (90) days from the execution of this Order:

- (a) Compile a list of the consumers to whom a payment is required to be made pursuant to this Order (“Payment List”), which Payment List shall identify, for each consumer:
  - (i) the consumer’s name and address;
  - (ii) the consumer’s loan number; and
  - (iii) an itemization of the fees and the total dollar amount due to the consumer in restitution;
- (b) before compiling the Payment List, the Bank shall:
  - (i) update the addresses for all consumers to whom the Bank is required to make a payment by conducting a standard address search using the National Change of Address System (“NCOA”); and
  - (ii) in connection with this updating, if the most recent Bank communication sent to the consumer’s last known address was returned as undeliverable, and the Bank is unable to obtain an updated address through the NCOA, designate the consumer on the Payment List as a “Consumer with an Address Subject to Confirmation”;

- (c) prepare a detailed written description of the processes by which the Bank identified the consumers, determined the payments, and updated the addresses in compiling the Payment List;
- (d) conduct an independent audit (which may be internal or external) of the accuracy and completeness of the Payment List; and
- (e) submit the Payment List, the detailed description prepared pursuant to paragraph (2)(c) of this Article, and the results of the independent audit conducted pursuant to paragraph (2)(d) of this Article to Randall Jennings, Assistant Deputy Comptroller, San Antonio North Field Office, 10101 Reunion Place Boulevard, Suite 402, San Antonio, Texas 78216-4165 (“Assistant Deputy Comptroller”), for approval.

(3) The Bank shall pay interest on payments to be made under this Order, in addition to any other interest required by this Order, if any of the items in paragraph (2)(e) of this Article are submitted to the OCC later than ninety (90) days after the execution of the Order. The amount of interest shall be calculated at a rate of five percent (5%) per annum, for a period of ninety (90) days.

(4) After receiving approval from the OCC, the Bank shall:

- (a) for all consumers who are not designated on the Payment List as a “Consumer With an Address Subject to Confirmation,” within thirty (30) days pay to each consumer the amount of restitution provided for that consumer in the Payment List (so long as the amount of restitution exceeds \$1) by a check sent to the consumer;

(b) for any consumer designated as a “Consumer With an Address Subject to Confirmation,” within ten (10) days, send to each such consumer, at the consumer’s last known address, an envelope containing a pre-addressed postage-paid return envelope and a letter developed by the Bank in substantially the same form as the letter attached at Appendix B. The delivery envelope shall contain no materials other than the letter and return envelope, and shall be approved in advance by the Assistant Deputy Comptroller. If the Bank receives, within thirty (30) days of the mailing, a communication that provides an address for that consumer, the Bank, using that address, shall within fifteen (15) days pay to such consumer the amount of restitution provided for that consumer in the Payment List, and shall otherwise proceed, adjusting dates and timeframes accordingly, as if the consumer had not been identified as a “Consumer With an Address Subject to Confirmation.” The Bank may not use the consumer’s address information for marketing or debt collection purposes.

(5) The Bank shall deliver by United States Postal Service first-class mail, address correction service requested, a check payable to the consumer. The face of the checks shall clearly and conspicuously state “VOID IF NOT NEGOTIATED WITHIN 180 DAYS.” The checks shall be mailed in an envelope approved by the Assistant Deputy Comptroller.

(6) Enclosed with each check shall be a letter signed by the Assistant Deputy Comptroller, which will be provided to the Bank within ten (10) days of the execution of this Order and shall be in a form substantially similar to Appendix A, attached hereto. The envelope containing the check shall contain no other materials than those specified by this Article.

(7) For a period of one hundred twenty (120) days from the date the payment checks are mailed, the Bank shall make reasonable attempts to locate and mail the payment checks to any consumers whose payment checks were returned for any reason. If the Bank has information that the consumer is deceased, the bank shall make reasonable efforts to pay the restitution to the deceased consumer's estate or heirs, as appropriate.

(8) One hundred eighty-seven (187) days after the last payment check is mailed, the Bank shall:

- (a) compile a list of all checks that the Bank has been unable to deliver to the consumer, the consumer's estate, or the consumer's heirs, or that have not been negotiated;
- (b) prepare a description of the Bank's attempt to locate consumers whose checks were returned, and the Bank's procedures with regard to consumers who were designated on the Payment List as "Consumer With an Address Subject to Confirmation";
- (c) conduct an independent audit (which may be internal or external) of the Bank's efforts to locate consumers whose checks were returned; and
- (d) submit the list and description compiled pursuant to paragraphs (8)(a) and (8)(b) and the independent audit conducted pursuant to paragraph (8)(c) to the Assistant Deputy Comptroller for approval.

(9) Upon approval from the Assistant Deputy Comptroller, the Bank may void all checks that were returned or have not been cashed. The Bank is not obligated by or as a result of this Order to make any payment to a consumer whose check has been voided pursuant to this paragraph.



### ARTICLE III

#### MORTGAGE LOAN REVIEW AND PROSPECTIVE REMEDIES

(1) The Bank shall, within thirty (30) days of the execution of this Order, conduct a comprehensive review of each mortgage loan contained in Muckleroy's loan portfolio between May 1, 1999 and December 31, 2001 ("Mortgage Loans").

(2) In conducting the review of the Mortgage Loans required by paragraph (1) of this Article, the Bank shall create a report for each loan, which shall detail the items listed in Appendix C, attached herein, and which shall be maintained in the Bank's books and records for as long as this Order remains in effect or for five years, whichever is longer.

(3) The Bank shall, within thirty (30) days of the review conducted pursuant to paragraph (2) of this Article, determine the following:

- (a) whether the Bank failed to make a HOEPA disclosure in connection with any of the Mortgage Loans covered by HOEPA;
- (b) whether any of the Mortgage Loans had a TILA disclosure that understated the APR or the finance charge by more than the statutory tolerance set forth in 15 U.S.C. § 1607(e);
- (c) whether any Mortgage Loan customer was charged for services not performed, or was charged duplicative fees, including but not limited to:
  - (i) fees for appraisals, inspections, or surveys that were not conducted; and
  - (ii) fees charged by two different service providers for the same service.

(4) If, in accordance with paragraph (3)(a) of this Article, the Bank determines that it failed to make a HOEPA disclosure to any consumer, where such HOEPA disclosure was required to be made, the Bank shall make restitution to each such consumer, in accordance with the procedures outlined in paragraph (3) of Article I and outlined in Article II.

(5) If, in accordance with paragraph (3)(b) of this Article, the Bank determines that any Mortgage Loan consumer received a TILA disclosure that understated the APR or the finance charge on their loan by more than the statutory tolerance set forth in 15 U.S.C. § 1607(e), the Bank shall make restitution to such Mortgage Loan consumer in the amount calculated by the OCC's APRWIN program, and in accordance with the procedures outlined in Article II.

(6) If, in accordance with paragraph (3)(c) of this Article, the Bank determines that any Mortgage Loan customer was charged for services not performed, or was charged duplicative fees, the Bank shall make restitution to each such consumer, in accordance with the procedures outlined in Article II, as follows:

- (a) all duplicative fees or fees paid for services not performed;
- (b) all interest paid on such duplicative or excessive fees from consummation until the date of the execution of this Order; and, if applicable,
- (c) all other fees paid to Sedona, Encino, and/or Muckleroy, but not including any bona fide fee paid to any government official in connection with the enforcement or release of a Lien for nonpayment of property taxes.

## ARTICLE IV

### VIOLATIONS OF LAW

(1) The Board shall immediately commence taking all necessary steps, including reviewing and, where necessary, adopting new or revised policies, procedures and controls, as necessary, to protect against any future violations of HOEPA, TILA, the FTC Act, and RESPA.

(2) The Board shall ensure Bank adherence to general procedures addressing consumer compliance management and education of employees regarding laws, rules and regulations applicable to consumer compliance.

## ARTICLE V

### CONSUMER COMPLIANCE POLICY

(1) Within sixty (60) days, the Board shall review and, where necessary, revise its written consumer compliance program and shall cause the Bank to implement and thereafter ensure adherence to a written consumer compliance program designed to ensure that the Bank is operating in compliance with all applicable consumer protection laws, rules and regulations.

This program shall include, but not be limited to:

- (a) a written description of the duties and responsibilities of the compliance officer;
- (b) adequate internal controls to ensure compliance with consumer protection laws, rules, and regulations;
- (c) the preparation of a policies and procedures manual covering all consumer protection laws, rules and regulations for use by appropriate Bank personnel in the performance of their duties and responsibilities, and sufficient to ensure compliance with OCC AL 2003-2 (Guidelines for

National Banks to Guard Against Predatory and Abusive Lending Practices) and OCC AL 2003-3 (Avoiding Predatory and Abusive Lending Practices in Brokered and Purchased Loans);

- (d) semi-annual updates of the written policies and procedures manual to ensure it remains current;
- (e) an audit program to test for compliance with consumer protection laws, rules and regulations;
- (f) procedures to ensure that exceptions noted in the audit reports are corrected and are responded to by the appropriate Bank personnel;
- (g) the education and training of all appropriate Bank personnel in the requirements of all federal and state consumer protection laws, rules and regulations; and
- (h) periodic reporting of the results of the consumer compliance audit to the Board or a committee thereof.

(2) Upon adoption of the revised program, a copy of the program shall be forwarded to the Assistant Deputy Comptroller for review.

(3) The Board shall ensure that the Bank has processes, personnel, and control systems designed to ensure implementation of and adherence to the program developed pursuant to this Article.

## ARTICLE VI

### ADMINISTRATIVE APPEALS AND EXTENSIONS OF TIME

(1) If the Board determines that an exception to any provision of this Order is in the best interests of the Bank, or requires an extension of any timeframe within this Order, the Board,

through the Bank's Chief Executive Officer, shall submit a written request to the Assistant Deputy Comptroller asking for relief.

(2) Any written requests submitted pursuant to this Article shall include a statement setting forth in detail the special circumstances that prevent the Bank from complying with any provision, that require the Assistant Deputy Comptroller to exempt the Bank from any provision, or that require an extension of any timeframe within this Order. All such requests shall be accompanied by relevant supporting documentation.

(3) The Assistant Deputy Comptroller's decision in granting the request is final and not subject to further review.

## ARTICLE VII

### CLOSING

(1) Although the Board is by this Order required to submit certain proposed actions and programs for the review or prior determination of no supervisory objection of the Assistant Deputy Comptroller, the Board has the ultimate responsibility for proper and sound management of the Bank.

(2) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Order shall in any way inhibit, estop, bar or otherwise prevent the Comptroller from so doing.

(3) Any time limitations imposed by this Order shall begin to run from the effective date of this Order. Such time limitations may be extended in writing by the Assistant Deputy Comptroller for good cause upon written application by the Board.

(4) The provisions of this Order are effective upon issuance of this Order by the Comptroller, through his authorized representative whose hand appears below, and shall remain effective and enforceable, except to the extent that, and until such time as, any provisions of this Order shall have been amended, suspended, waived, or terminated in writing by the Comptroller.

(5) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818(b), and expressly does not form, and may not be construed to form, a contract binding on the Comptroller or the United States.

(6) The terms of this Order, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

IT IS SO ORDERED, this 7th day of November, 2003.

/s/

\_\_\_\_\_  
Randall R. Jennings  
Assistant Deputy Comptroller  
San Antonio North Field Office

11/7/03

\_\_\_\_\_  
Date

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
OFFICE OF THE COMPTROLLER OF THE CURRENCY**

**In the Matter of:**

**Clear Lake National Bank  
San Antonio, Texas**

Succeeded in interest by:  
Lone Star Capital Bank, N.A.  
San Antonio, Texas

AA-EC-03-25

**STIPULATION AND CONSENT TO THE ISSUANCE  
OF A CONSENT ORDER**

The Comptroller of the Currency of the United States of America (“Comptroller”) has initiated cease and desist proceedings In the Matter of Clear Lake National Bank, San Antonio, Texas (“Clear Lake”), Succeeded in Interest by Lone Star Capital Bank, N.A., San Antonio, Texas, (“Bank”) pursuant to 12 U.S.C. § 1818(b).

The Bank, in the interest of compliance and cooperation, consents to the issuance of a Consent Order, dated 11/7/03 (“Order”);

In consideration of the above premises, the Comptroller, through his authorized representative, and the Bank, through its duly elected and acting Board of Directors, hereby stipulate and agree to the following:

**ARTICLE I**

**Jurisdiction**

(1) The Bank is the successor in interest to Clear Lake National Bank, San Antonio, Texas, and is a national banking association chartered and examined by the Comptroller pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*

(2) The Comptroller is “the appropriate Federal banking agency” regarding the Bank pursuant to 12 U.S.C. §§ 1813(q) and 1818(b).

(3) The Bank is an “insured depository institution” within the meaning of 12 U.S.C. § 1818(b)(1).

## ARTICLE II

### Agreement

(1) The Bank, without admitting or denying any wrongdoing, hereby consents and agrees to the issuance of the Order by the Comptroller.

(2) The Bank further agrees that said Order shall be deemed an “order issued with the consent of the depository institution” as defined in 12 U.S.C. § 1818(h)(2), and consents and agrees that said Order shall become effective upon its issuance and shall be fully enforceable by the Comptroller under the provisions of 12 U.S.C. § 1818(i). Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract.

(3) The Bank also expressly acknowledges that no officer or employee of the Office of the Comptroller of the Currency has statutory or other authority to bind the United States, the U.S. Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller’s exercise of its supervisory responsibilities.



ARTICLE III

Waivers

- (1) The Bank, by signing this Stipulation and Consent, hereby waives:
- (a) the issuance of a Notice of Charges pursuant to 12 U.S.C. § 1818(b);
  - (b) any and all procedural rights available in connection with the issuance of the Order;
  - (c) all rights to seek any type of administrative or judicial review of the Order; and
  - (d) any and all rights to challenge or contest the validity of the Order.

ARTICLE IV

Other Action

(1) The Bank agrees that the provisions of this Stipulation and Consent shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any other action affecting the Bank if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his representative, has hereunto set his hand on behalf of the Comptroller.

/s/

\_\_\_\_\_  
Randall R. Jennings  
Assistant Deputy Comptroller  
San Antonio North Field Office

11/7/03

\_\_\_\_\_  
Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of the Bank, have hereunto set their hands on behalf of the Bank.

/s/  
\_\_\_\_\_  
R. Tom Roddy

11/4/03  
\_\_\_\_\_  
Date

/s/  
\_\_\_\_\_  
Bill McCandless

11/4/03  
\_\_\_\_\_  
Date

/s/  
\_\_\_\_\_  
Stanley Rosenberg

11/4/03  
\_\_\_\_\_  
Date

/s/  
\_\_\_\_\_  
Tom Benson

11/4/03  
\_\_\_\_\_  
Date

/s/  
\_\_\_\_\_  
Renee Benson

11/4/03  
\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

## APPENDIX A

Dear Consumer:

The enclosed check is a restitution payment from Lone Star Capital Bank, N.A., San Antonio, Texas, successor in interest to Clear Lake National Bank, San Antonio, Texas (“Lone Star”). Please cash this check as soon as possible. It will be void after 180 days from the date of the check.

The Office of the Comptroller of the Currency of the United States of America (“OCC”) supervises and regulates Lone Star. The OCC determined that certain consumers may have been harmed by the practices of Clear Lake National Bank in advancing [tax lien/mortgage] loans, before Clear Lake became Lone Star. Lone Star has entered into a Consent Order as part of a settlement with the OCC over Clear Lake’s [tax lien/mortgage] loan practices. As a result of that settlement, Lone Star has agreed to make payments to certain consumers who may have been harmed by Clear Lake’s practices. Under the terms of the Consent Order, you were identified as one of the consumers to whom Lone Star is required to make a payment.

If you would like to review the Consent Order, you will find it at [www.occ.treas.gov](http://www.occ.treas.gov). If you have any questions about this payment, please call Lone Star at [800 number].

Sincerely,

Assistant Deputy Comptroller  
San Antonio North Field Office  
Office of the Comptroller of the Currency

## APPENDIX B

[Consumer name]  
[Consumer address]

[Date]

*Settlement Tracking Number:* [preprinted]

Re: Refund Payment from Government Settlement with Lone Star Capital Bank, Successor In Interest to Clear Lake National Bank

Dear [Consumer name]:

You have been identified as a consumer who obtained a [tax lien/mortgage] loan from Clear Lake National Bank, San Antonio, Texas (“Clear Lake”), succeeded by Lone Star Capital Bank, N.A., San Antonio, Texas (“Lone Star”), between May 1, 1999 and December 31, 2001. Pursuant to a government settlement, you are in the group of such consumers who is entitled to receive a refund payment, so long as you confirm your address by completing and returning the form at the bottom of this letter. A pre-addressed, postage-paid envelope is provided for this purpose.

The Office of the Comptroller of the Currency (“OCC”), an agency of the United States Department of the Treasury, supervises and regulates Lone Star, and formerly regulated Clear Lake. The OCC determined that certain consumers like you may have been harmed by Clear Lake’s practices in extending [tax lien/mortgage] loans before Clear Lake became Lone Star. Lone Star has entered into a Consent Order as part of a settlement with the OCC. As a result of that settlement, Lone Star agreed to make payments to those consumers.

This letter has been sent to your last known address in Lone Star’s records. However, Lone Star has been unable to confirm that it has a correct address for you. In order to qualify for the refund payment, you must, within thirty (30) days of the date of this letter, provide an address where you receive mail by returning the form below.

The settlement requires that Lone Star send you a refund payment after you complete and return the form. ***You will not receive a refund payment from the settlement unless you complete and return the form within thirty (30) days of the date of this letter.***

The Consent Order requires that Lone Star use the information that you provide to mail a check to you. The Consent Order prohibits Lone Star from using the information for marketing purposes or for debt collection.

If you would like to review the Consent Order, you will find it at [www.occ.treas.gov](http://www.occ.treas.gov). If you

have any questions, please call Lone Star at [800 number].

Sincerely,

[name]

[title]

Lone Star Capital Bank, N.A.

-----  
(complete form, detach, and mail in enclosed postage-paid envelope)

SETTLEMENT ADDRESS CONFIRMATION FORM

*Settlement Tracking Number:* [preprinted]

[preprinted name of consumer]

my address is:

\_\_\_\_\_

\_\_\_\_\_

***This form must be completed and returned by [date 30 days after letter date] to receive a settlement payment. The settlement payment will be mailed to the address provided on this form.***

## APPENDIX C

1. The name of the borrower;
2. the date the loan was made;
3. whether the loan is a consumer loan, i.e., whether the loan was extended to a consumer for personal, family or household purposes;
4. the total amount of the loan;
5. for every fee associated with each loan:
  - a. the fee type;
  - b. the amount of the fee; and
  - c. the ultimate recipient(s) of the fee;
6. the interest rate and the Annual Percentage Rate (“APR”) on the loan;
7. whether the APR at consummation exceeds by more than eight (8) percentage points for first-lien loans, or by more than ten (10) percentage points for subordinate-lien loans, the yield on Treasury securities having comparable periods of maturity to the loan maturity as of the fifteenth (15<sup>th</sup>) day of the month immediately preceding the month in which the application for the extension of credit is received by the creditor;
8. the total points and fees, as defined by 12 C.F.R. § 226.32(b)(1), payable by the consumer at or before the loan closing;
9. the total points and fees, as defined by 12 C.F.R. § 226.32(b)(1), payable by the consumer at or before loan closing as a percentage of the total loan amount;
10. whether the loan is a residential mortgage transaction as defined by 12 C.F.R. § 226.2(a)(24);
11. whether the loan was a reverse mortgage transaction;

12. whether the loan was an open-end credit plan, as defined by 12 C.F.R. 226.2(a)(20);
13. whether the loan is covered by HOEPA;
14. if the loan is covered by HOEPA, whether HOEPA disclosures were given;
15. whether an appraisal fee was charged;
16. if an appraisal fee was charged, whether a copy of a completed appraisal is in the loan file;
17. whether an inspection fee was charged;
18. if an inspection fee was charged, whether a copy of a completed inspection is in the loan file;
19. whether a HUD-1 form is in the loan file;
20. whether a TILA disclosure is in the file;
21. whether more than one TILA disclosure is in the file;
22. for each TILA disclosure in the file:
  - a. the Annual Percentage Rate (“APR”) stated in each disclosure;
  - b. the “amount financed” stated in each disclosure;
  - c. the amount of the finance charge stated in each disclosure;
  - d. the term of the loan and the date of first payment;
  - e. whether either of the disclosures is accurate;
23. the borrower’s debt-to-income ratio at the time the loan was made (if it is not apparent from the loan file, the Bank shall calculate the borrower’s debt-to-income ratio); and
24. whether the borrower’s ability to repay the loan was evaluated and whether documentation of such evaluation is in the loan file.