# **Getting Started**

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# \*Additional Services

In the event that you need any technical assistance, please feel free to reach out to a Lightning Docs team member. We are fully equipped to help you should you need any training, are running into a system error, need clarification on what a specific feature is/does, or have any coding requests.

In the event that you need any legal assistance, we'd be happy to connect you to a Geraci team member. We have a full staff of attorneys on deck, ready and willing to help in any capacity that you need us. Some common requests we receive from our users include, but are not limited to:

- Advising on borrower's signing authority
- Advising which exception items should be deleted from the preliminary title report
- Advising which ALTA endorsements should be issued by title
- Advising on licensing requirements to lend in a given state
- Drafting custom language to be included in the document set
- Etc.

\*Please note that legal assistance may result in an additional fee, depending on the complexity of the service being requested.

# \*MINIMUM SYSTEM REQUIREMENTS

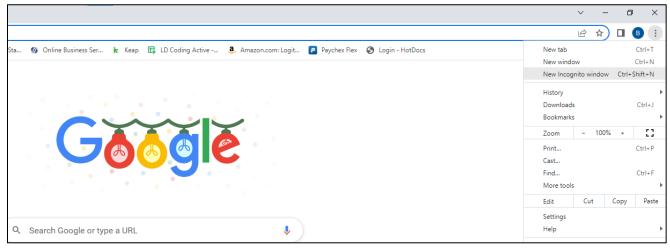
- Users may use PC or Mac computers to access Lightning Docs. We recommend PC users operate using Windows 7 or newer and Mac users operate using MacOS 10.8 or newer
- We do not recommend using mobile devices such as smart phones, tablets, or chrome books (you may be able to use the system without issues, however, it can be inconsistent and/or unreliable).
- Additionally, we recommend having Microsoft Office installed on your computer. Loan documents are set to generate in Microsoft Word and while they may still populate in other systems such as Pages, Google Docs, WordPerfect, formatting may be altered.

<ul><li>Chrome</li><li>Firefox</li><li>Opera</li><li>Safari</li></ul>	<ul> <li>Edge</li> <li>Internet Explorer</li> <li>* Please note although you may be able to use the system using these browsers, the experience can be inconsistent and/or unreliable</li> </ul>

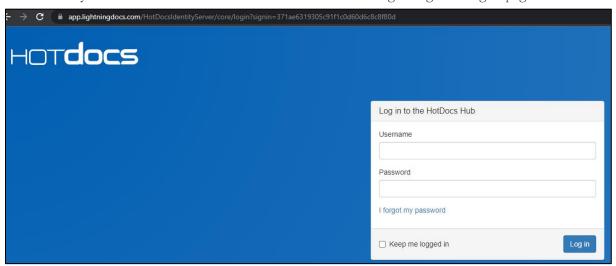
# **Accessing Your Lightning Docs Portal:**

# https://app.lightningdocs.com/GeraciWorkspace/

1. We always recommend using Lightning Docs via an *Incognito Window* on Google Chrome. An Incognito Window doesn't store any of the information known to cause issues when using Lightning Docs (cookies, cached images, search history, etc.)



- 2. If bookmarking the page, please make sure ONLY the following link gets saved (<a href="https://app.lightningdocs.com/GeraciWorkspace/">https://app.lightningdocs.com/GeraciWorkspace/</a>). Please note: clicking on this link redirects you to a unique web address, which is known to cause issues if bookmarked.
- 3. Enter your Username and Password information into the Lightning Docs log-in page.



Creating a New Document Set

# THERE ARE TWO WAYS TO CREATE A NEW SET OF LOAN DOCUMENTS

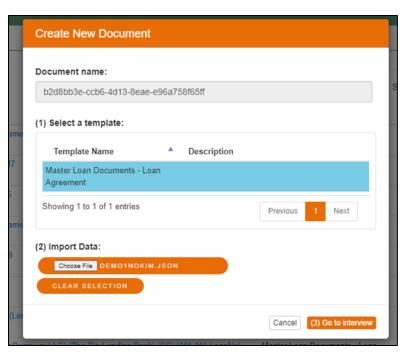
# I. Creating a New Document Set from Scratch

- 1. Click "Create New Document" button in upper righthand corner
- 2. Select the loan template "Master Loan Documents Loan Agreement"
- 3. Click "Go to interview".
- 4. FYI: there is no need to change the document name at this step. It will look like a bunch of random characters until you have entered information into the interview. The document name will then be created based on info such as the address, borrower name and lender name.

# II. LOS Integration



- 1. Download the loan terms from your LOS Provider as a *JSON* file type.
- 2. Click "Create New Document" button in the upper righthand corner
- 3. Under "Select a template", select "Master Loan Documents Loan Agreement"
- 4. Select "Choose File" and locate the JSON file that has been downloaded from your LOS Provider.



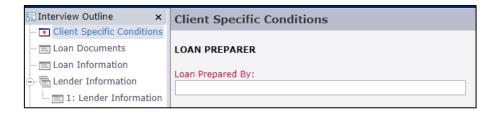
5. Proceed by clicking the "Go to interview" button. All information from your JSON file will then populate into the interview. We recommend checking briefly through each page of the interview to ensure all necessary information was translated over.

6. Lastly, click the "Finish" button on the bottom righthand corner. This will take you to one more screen where you can then download your document set.



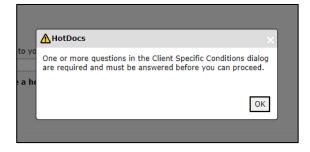
#### IMPORTANT TIPS TO REMEMBER

- 1. Always use the "Finish" button in the bottom righthand corner when saving your work. Never use the "Save Document" button. Unfortunately, due to an issue with our software provider, it will NOT save your work.
- 2. If exiting a partially completed interview, make sure to complete all "required fields" identified in red text. These "required fields" will also be identified with a red asterisk.





\*You may also see the following error message when trying to proceed to the next page.





The Interview

# **Client Specific Conditions**

# **Loan Preparer Information**

Here, you will enter the loan preparer's name and email address.

Loan Prepared By:	Loan Prepared By Email
John Smith	jsmith@geracillp.com
	·

# "CLIENTS"

Lightning Docs has many hidden features that will only be activated upon request of the client. If you have requested to activate any of these features, you will be assigned a password, which will be entered here. Unless a password has been assigned, you may leave this section blank.



Click "Submit", after entering your client password vs. hitting the "Enter" key on your keyboard. If the password is entered correctly, the client's username will show in black bold text below the Client Field.

# Loan Information

\*Note: throughout the rest of the interview, you will see a lightbulb icon next to several fields. If you are ever stumped on a field/term, click on the icon and a text bubble will appear with more information.

# **Closing Date:**

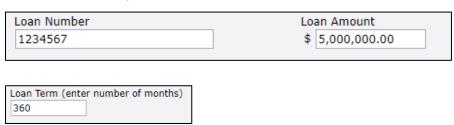
Use the calendar function to enter the closing day (date when documents will be signed).



FYI: this will be the only date you enter in the set. Lightning Docs will calculate per diem, payment date, maturity date, etc. all from this one date.



# LOAN NUMBER, AMOUNT AND TERM



#### **INTEREST**

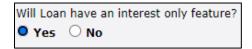
#### Interest Rates.

You will enter both the interest rate and default interest rate.



### Will loan have an interest only feature?

Select "Yes" if some or all of the borrower's payments will be interest only."



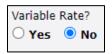
When "Yes" is selected, the user will then be prompted to enter the number of months of interest only payments.



FYI: If all payments will be Interest Only, the amount of months should match the loan term.

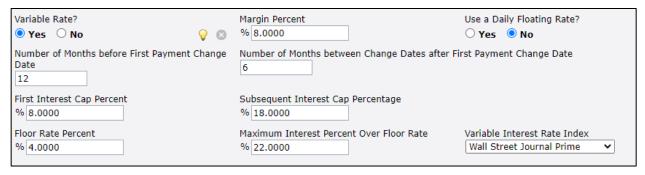
#### Variable Rate?

Select "No" if loan has a Fixed Interest rate.



Select "Yes" if the interest rate can change during the loan term based on changes in an interest rate "Index". Please note when "Yes" is selected, a new series of applicable questions will then populate in the interview.





### PRINCIPAL AND INTEREST AMORTIZATION

#### Amortization Period in Months:

The Amortization Period for a fully amortizing loan is the number of months it takes a borrower to pay off a loan in full by making payments of principal and interest.

If a fully amortizing loan does NOT have an interest-only feature, the Amortization Period = Loan Term.





#### **CONSTRUCTION FEATURES**

# Is the Lender Reserving Construction Funds?

Click 'Yes' if the loan file indicates that the lender will hold back loan funds to be later used to fund the construction of, or improvements to, the property. Enter in the dollar amount for the reserve.

Is Lender Reserving Construction Funds?	Amount Reserved From Loan Proceeds
● Yes ○ No	\$ 100,000.00

# Construction Reserve Options

Type of Construction Reserve Language to be used:	
<ul> <li>Simple, funds are released solely at lender's discretion in a single draw without typical conditions recommended only if the Reserve is less than \$50,000.</li> </ul>	for release,
<ul> <li>Standard, standard conditions to release loan funds including providing lien releases and evidence will include appropriate title endorsements. This is the most commonly used form of language fo mild construction loans.</li> </ul>	
Extensive, Construction Loan Agreement used. Typically used for Ground Up or when the majority reserved for construction.	of loan proceeds are

As shown above, there are three different levels of construction reserves: simple, standard and extensive. When choosing either the Standard or Extensive options, the additional, following questions will appear in the interview:

Is interest charged on Construction Reserve only when advanced to the Borrower (non-dutch interest)? For construction loans, lender can choose to charge interest only on the amounts advanced to the borrower, commonly referred to as non-Dutch interest, or the lender can choose to charge interest on the entire loan amount, commonly referred to as Dutch interest.



#### Exclude Disbursement Schedule?

A Disbursement Schedule typically includes outlining the work items, budgets, and timelines associated with the construction project.

If "No" is selected, a place holder will be populated in the construction loan agreement. An exhibit can then be inserted by the user here.

Select "Yes" for users that do not want to include a Disbursement Schedule. All references to the exhibit will be removed.

# Retainage Required?

If 'yes' is selected, specific language is inserted which allows the lender to reserve a percentage of each disbursement to ensure construction costs are paid. This is set to a default of 10%.

# Is there a Funds Control Agent?

Answer 'Yes' if the lender will be using a third party to manage the construction reserve. The Funds Control Agent will be responsible for monitoring and releasing the funds from the construction reserve to your borrower, as they meet the conditions for said release.

### Include a Separate Recordable Assignment of Permits and Agreements?

This allows the lender to take a collateral assignment of all permits and construction agreements to create a recordable document that is separate from the Security Instrument.

## Is there a Construction Contract? (If Yes, complete fields below to assign Construction Contract)

This feature assigns (or transfers) the construction contract held between the borrower and contractor, so in the event that the borrower defaults on this loan, the contractor will still be required to complete their work on this property.

# Is there a Design Contract? (If Yes, complete fields below to assign Design Professional Contract)

This feature assigns (or transfers) the design contract in place between the borrower and the designer, so if the borrower defaults on this loan, the designer will still be required to complete their work on this property.

# **GUARANTOR**

#### Is there a Guarantor?



If "Yes" is selected, as shown above, another page will generate in the interview where it will ask you the name and mailing address of your Guarantor.

Please note, the way information is entered on this page, should be exactly the same as the way you enter in the information on the Borrower Information page of the interview.

#### TYPES OF GUARANTIES

Full Recourse Guaranty: If borrower defaults payments on the loan, Guarantor becomes financially responsible for the repayment of the principal balance, along with any accrued unpaid interest.

Limited Recourse Guaranty: This Guarantor becomes financially responsible if your borrower commits certain bad acts, such as bankruptcy, fraud, etc. This Guarantor is only responsible for covering the costs of said bad acts and has no financial obligation to repay any of the unpaid principal balance, or unpaid interest that may have accrued during the loan term.

**Springing Guaranty:** This type of Guaranty is a combination of both Full and Limited Guaranties. If your borrower defaults, or commits certain bad acts, the Guarantor will be responsible for the repayment of the principal balance, accrued unpaid interest, AND the bad acts committed by the borrower.

Type of Guaranty
✓ Full Recourse Guaranty
☐ Limited Recourse (Bad Boy) Guaranty
☐ Springing Guaranty

# PORTFOLIO/BLANKET LOANS

# Include Release Prices for Individual Properties?

Applicable if multiple properties are tied to one loan. If "yes" is selected, a new page in the interview titled "Partial Release of Collateral" will be produced.



#### Partial Release of Collateral

This section will allow the user to enter a minimum release price required for each property to be released as collateral securing this loan.



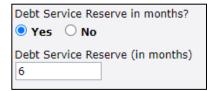
# DEBT SERVICE RESERVE (INTEREST RESERVE OR INTEREST HOLDBACK)

#### Debt Service Reserve? YES

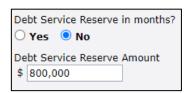
This may also be referred to as an Interest Reserve or an Interest Holdback. If "Yes" is selected, the user will then be prompted to enter in either the number of months, or a monetary amount, for the debt service reserve.



### In Months



#### Dollar Amount

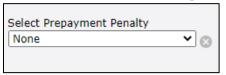


### PREPAYMENT PENALTY



In other words, will the borrower be required to pay a premium for the right to pay principal before the Maturity Date?

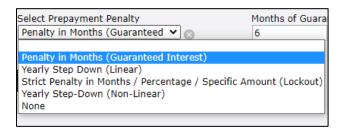
If no, select "None" from the dropdown.



# Select Prepayment Penalty:

The user will be given four different types of prepayment penalty options from a drop down.

Various follow-up questions will generate in the interview depending on which type of prepayment penalty is selected.



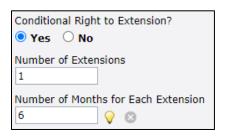


### **EXTENSIONS**

# Conditional Right to Extension?

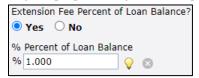
If "Yes" is selected, preparer will be able to enter the number of extensions as well as the number of months for each extension and the fees associated for extending the maturity date.

\*Please note this is a conditional right not an automatic right to extend. If the borrower wishes to move forward with extending the maturity date, they will first have to receive written consent from the lender.

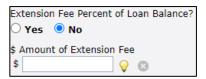


#### Extension Fee Percent of the Loan Balance?

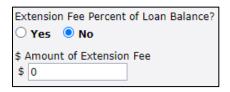
If "yes", preparer may enter the percent.



If "No", preparer may enter the dollar amount.



If <u>no fee</u> is to be charged for the extension, please enter "0" in the "\$ Amount" field.



#### **IMPOUNDS**

# Tax and Insurance Impounds Required?

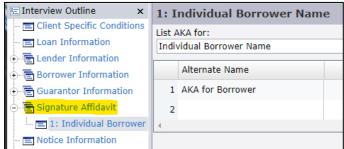
If funds for taxes and insurance are going to be held and paid through an escrow account, select "Yes". User will then be prompted to enter the amounts for each.



# SIGNATURE AFFIDAVIT AND AKA STATEMENT REQUIRED?

If "Yes" is selected, a new page will populate in the interview titled "Signature Affidavit".





On this new page, the user will be able to list any alternative names each borrower, guarantor, or ownership pledgor may have. This will populate a Signature Affidavit disclosure in the document to be notarized.

#### **AUTOMATED CLEARING HOUSE**

#### ACH?

If "Yes", a form will be populated in the document set which will require the borrower to make payments by ACH (similar to autopay). Please note that the ACH form is subject to change based off the loan servicer that is selected.

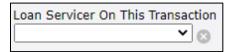


### LOAN SERVICER

### Loan Servicer on This Transaction

Select any of the loan servicers from the dropdown. We have pre-coded the most common ones, however, if the user has a preferred servicer not shown, "other" may be selected.

Additionally, if the lender will also be the servicer, there is an option for this as well.







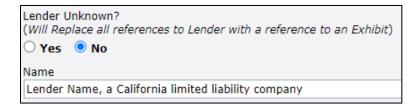
RESOURCE: Please see Exhibit A regarding the location of the loan terms mentioned above. This will show where all relative language populates throughout the document set when each loan term has been slected.

Click here for Exhibit A.

# **Lender Information**

### Lender Unknown?

If there is only one lender, select "No". User may then enter in the lender's name.



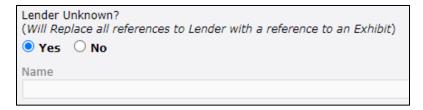


\*Please note that if the "Lender Unknown?" button at the top of the page is left blank, it will result in an error message throughout the document set.

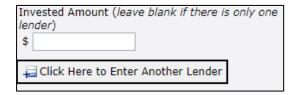
# **Adding Multiple Lenders**

Lightning Docs offers two different ways to add multiple lenders to a transaction. There is no limit as to how many lenders can be listed on a transaction.

1) The user may select "Yes" to the "Lender Unknown?" question. This will replace all references to the Lender with a reference to an Exhibit "A" Lender List (noted below). An Exhibit can now be inserted into the document set containing each of the lender's names and invested amounts.



2) Alternatively, multiple lenders can be inserted directly into the interview by clicking the button pictured below: "Click Here to enter Another Lender". This will add another "Lender Information" page to the interview, where you can enter in each of the additional lender's names, along with their invested amounts.



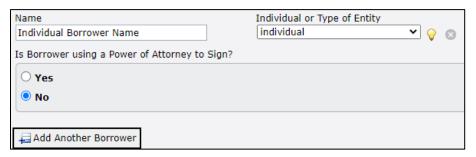
# **Borrower Information**

Lightning Docs allows you to enter in as many borrowers, as applicable, per file.

New fields will appear based on the type of borrower, i.e., individual, corporation, LLC, etc.

#### INDIVIDUAL

When lending to an individual borrower, the only thing that needs to be entered on this page is their name. After that, simply select "individual" from the drop-down menu.



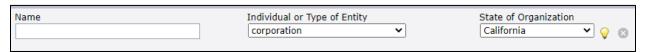
### **CORPORATION**

When selecting "corporation" from the drop-down menu, additional fields will be produced in the interview.



NOTE: every field should be completed, as they are all necessary to produce an accurate document set.

Start by entering the name of the corporation and the state the corporation was organized in.



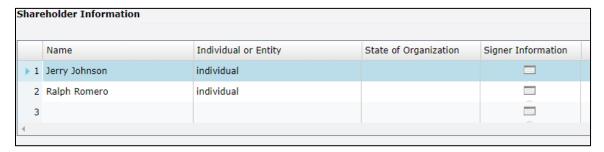
#### Officer Information

The user will then be asked to enter the names and titles of any officers who can <u>sign</u> on behalf of the corporation, *i.e.*, President, CEO, secretary, etc.



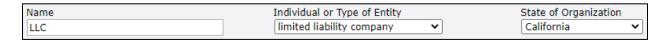
#### Shareholder Information

Enter <u>all</u> individuals or entities who own a share of the corporation.



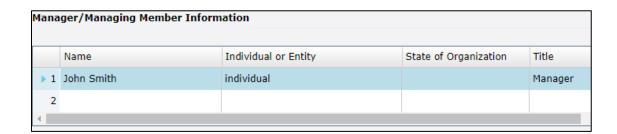
# LIMITED LIABILITY COMPANY (LLC)/SERIES LIMITED LIABILITY COMPANY

Start by selecting "limited Liability company" from the drop down when the borrower is an LLC. Enter the name of the LLC and the state it was organized in, in the applicable fields.



# Manager/Managing Member Information

List the names of the individuals, or entities, who are permitted to sign on behalf of the LLC. Typically, for LLCs that should be either the <u>Manager or Managing Member</u>. Be sure to enter their title as well!

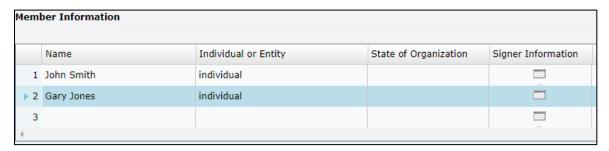


NOTE: Please ensure that all applicable fields are completed in order for the signature blocks to populate correctly. If any required information is left blank, an error will generate in the document set.

You can find these errors by searching for "\*\*\*" in the Word document.

#### Member Information

In this section, the user will need to list all names. This will include both those who can sign and those who cannot sign. In sum, *ALL* members of the LLC must be listed here.

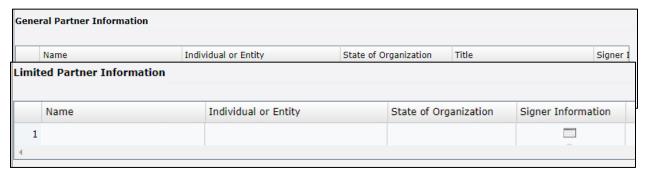


#### LIMITED PARTNERSHIP

Start by selecting "limited partnership" from the dropdown menu. Type in the name of the Limited Partnership and select the state where it was organized from the dropdown.



List the names of the individuals, or entities, who are permitted to sign on behalf of the LP. Typically, for LPs that should be the General Partner. Be sure to enter their title as well. **General partners** are those that have full operational control of the business, whereas **limited partners** do not have the right to manage the business or act as its manager.

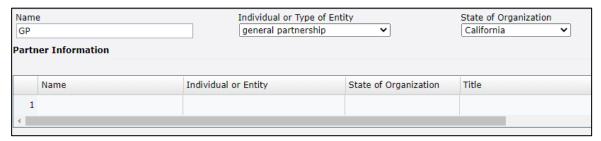


In the below section, the user will need to list the names of all Limited Partners. This will include both those who can sign and those who cannot sign. In sum, *ALL* partners of the LP must be listed here.

# **GENERAL PARTNERSHIP**

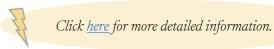
When entering a General Partnership in the Lightning Docs interview, the setup will be generally the same as that of the Limited Partnership. The only difference is that there will only be one prompt to list **all** partners.

**Every partner** in a General Partnership holds an equal share of the business. All partners are held responsible for legal liabilities.



#### **NESTED ENTITIES**

Lightning Docs is built to allow for nested entities. You can enter as many entities within each other as needed.



#### **TRUSTS**

Once "Trust" has been selected from the entity dropdown, the following prompts will appear as pictured below.

#### Name.

Here, user will enter the full vesting including the name of the trust.

Example: Audie Munoz, Trustee of The Audie Munoz Revocable Trust dated January 1, 2023

# Name of Trust without Trustee Vesting

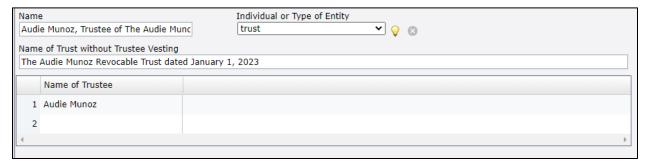
This will need to be the full name of the trust without any trustees listed.

Example: The Audie Munoz Revocable Trust dated January 1, 2023

### Name of Trustee

Here, you will list each trustee included in the trust

Example: Audie Munoz



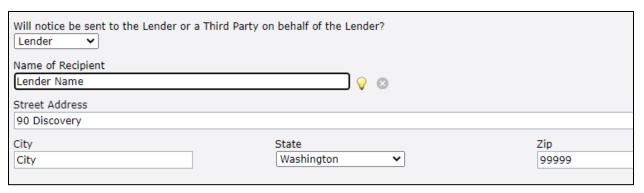
# **Notice Information**

This page is to enter the addresses of Lenders, Borrowers or Third Parties who should receive any notices pertaining to the loan.

### Address to which notices will be sent for Borrower



# Address to which notices will be sent for Lender



# **Property Information**

# **Address of Collateral Property**

Enter in the complete address into the fields including the county.



FYI: If the "County" is left blank, a security instrument (Deed of Trust, Mortgage, etc.) will be excluded from the document set.

# Property Tax ID Number

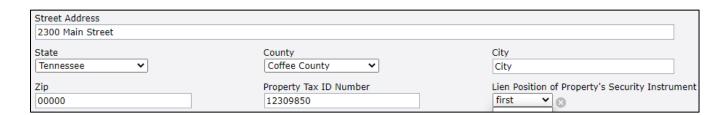
Also known as an Assessor's Parcel Number, or Property Tax ID Number. This is typically found on the preliminary title report or an appraisal or tax certificate for the property.

# Lien Position of Property's Security Instrument

Lighting Docs is programmed with language to suit any lien position of 1<sup>st</sup> through 10<sup>th</sup> by simply selecting the position from the dropdown.



Please note: some states require you to enter in the information for the lien that is remaining senior to yours on Title.



#### Multiple Properties

Adding additional properties is made easy by clicking a button at the end of the page (see image below). Once selected, a new page will be added to the interview to input the additional property information.



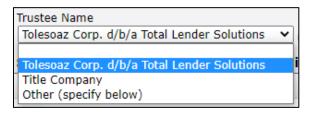
Lightning Docs is setup to automatically add in all the necessary language to cross collateralize the properties.

FYI: If two or more properties are in the same county with identical vesting of owners, Lightning Docs will automatically tie them into a single Deed of Trust. This is built to save both time and money when recording.

#### **DEED OF TRUST**

#### Trustee Name

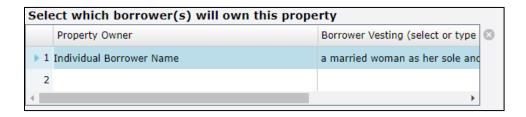
This will vary based on the state the collateral property is located in. We typically recommend that our users select the Title Company unless there is a relevant third-party option in the dropdown menu. These third parties are coded on a state specific level, so if they appear in your dropdown menu, we recommend choosing that option.



# SELECT WHICH BORROWER(S) WILL OWN THIS PROPERTY:

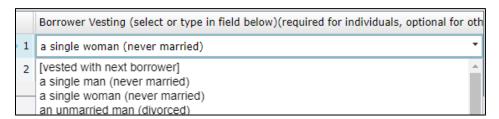
#### Property Owner

A dropdown listing the borrower(s) will show here. Select each borrower who does, or will, appear on title.



#### **Borrower Vesting**

If the borrower is an individual, select one of the vesting options from the dropdown. If you have more than one borrower, and they share a vesting, please select "[vested with next borrower]" as the option for the first borrower, and the applicable vesting for the second.



# Is the Property the Borrower's primary residence?

Please note that Lightning Docs only accommodates business purpose loans, so this question will always default to "No".

If "yes", is selected the "Certification of Non-Owner Occupancy and Indemnity" disclosure will be removed from the document set.



# Loan Sale Information

#### Will this loan be sold?

There are three options in the interview regarding loan sale

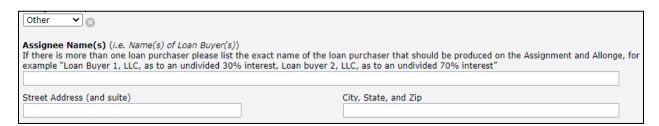
- 1) Sold at closing
- 2) Sold after closing
- 3) Not intended for sale (the Assignment and Allonge will be excluded from the loan package)
- At closing. (Table Funded Loan with Assignment Recorded at Closing Table)
   After Loan Closing. An Assignment will be produced which can be recorded some date after closing
   Not intended for sale.

# Select the loan purchaser:

This field features a dropdown list with a few common purchasers. If selecting one of these prelisted options, their name and address will automatically populate into the Assignment and Allonge produced in the document set.



Alternatively, if you wish to use a purchaser who is *not* listed on the drop-down menu, you may select "Other". Another section will then populate in which you will be prompted to enter the loan buyer's name and address. This information will then be populated into the Assignment and Allonge document.



Lastly, if this loan will be assigned, but you are unsure of who the loan buyer will be, you may select the blank option. This will populate a blank Assignment and Allonge form in the document set that can be completed, by hand, at the time this loan is being assigned.

# Governing Law and License

# Governing Law State / Lender's County for Arbitration

When it comes to choosing which state law will govern the note, typically our users choose the same state/county as that of the subject property.

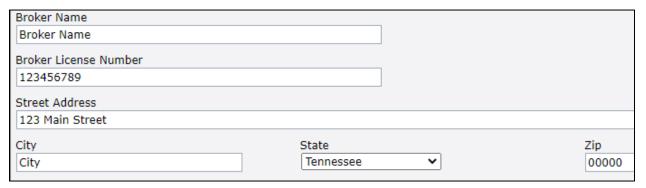
If you would like more information about the pros and cons of choosing a different state/county for arbitration, please reach out to a Geraci team member for assistance.



#### Broker used on this transaction?

If yes is selected, additional fields will produce below to enter all broker information.





### California Lender with CFL License #

Only applicable for licensed California finance lenders.





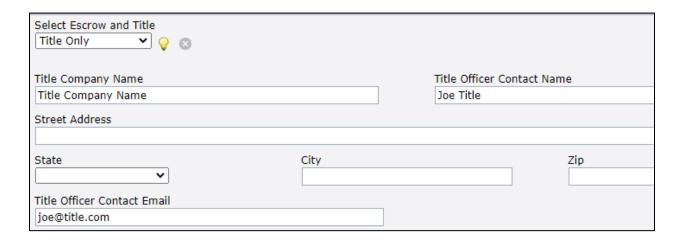
\*If you'd like some more information on specific state licensing requirements, please contact a Geraci team member.

# Lender's Instructions Information

#### Select Escrow and Title

This will depend on the state the lender is located in. Most states do not have escrow and will in-turn select "Title Only". With either choice, there will be additional fields to enter Title and/or Escrow info, such as company name, contact information and address.

NOTE: entering a mailing address for this section is completely optional, as all documents are typically sent via email. You will only need to enter in the mailing address in the event that you don't have your title/escrow officer's email address.



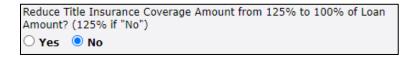
#### Title Order Number & Title Report Effective Date

Both of these items can typically be found on the preliminary title report.



#### Title Coverage

This question is automatically set to "No", which means insurance coverage is set at 125%. We recommend 125% in order to protect the lender with an extra cushion of coverage, in the event that there is a total title loss (fraud for example). You can choose to omit this, by selecting "Yes", which will drop the coverage to 100%.



# Exception Items to be deleted by title:

This will vary depending on what is listed in the Title report. If assistance is needed here, the Geraci team offers an Entity Document and Prelim Review service that can be tacked on to any loan package for an additional fee. Please reach out to a team member for more information.

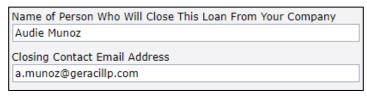
```
Exception Items to be deleted by title
1, 2, 3, 4, and 5 (showing as none due, paid current).
```

# Additional ALTA Endorsements Requested by Lender

Another user-friendly feature in Lightning Docs is that it will automatically enter in the standard ALTA endorsements depending on the loan terms which have been selected (for example, if a Construction Holdback is included, Lightning Docs will automatically write in ALTA 32 and 33 into the *Lender's Closing Instructions*). If you wish to add any additional ALTA endorsements, you may list them here.

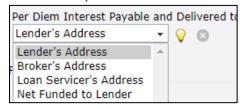
# **Closing Contact**

Enter in the name and email address for the person approving this document package and giving the go ahead to release funds to the borrower.



#### Per Diem Interest Payable and Delivered to:

From the drop down select, user will select where per diem should be delivered at closing.



# Fees Paid to the Broker /Lender/ Others

Once completed, these sections will essentially produce a settlement statement in the document set. Enter in the amount of the fee, description of fee, and lastly – choose how and where the fee will be paid from the dropdown menu.

	Fee Paid to Lender Amount \$	Description of Fee	Delivery Fee Comment	
<b>1</b>	10,000.00	Origination Fee	Deliver to Lender's Address	7
2	500.00	Processing Fee	Deliver to Lender's Address Payment deferred until after Closing	_
3			Fee Paid Outside of Closing To Be Net Funded	
			Show as Credited	-

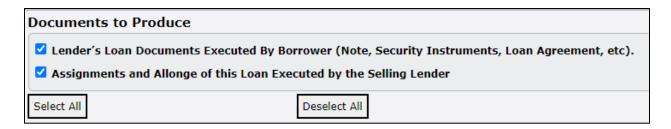


FYI: when entering the amount of the fee, do **not** enter a dollar sign or any other special character.

Only enter numbers or else an error message may occur in the document set.

# Documents to Produce

This page will **only** appear in the interview if the loan was selected to be **sold at or after closing**, per the information entered in on the *Loan Sale Information* page.



NOTE: If your loan package is producing as blank, and you have noted that this loan will <u>not</u> be sold on or after closing, try switching that button to one of the other two options on the **Loan Sale Information** page.

Sometimes the first option (Lender's Loan Documents Executed by Borrower), shown above, gets unchecked when the buttons on the **Loan Sale Information** page are toggled back and forth.

Your Loan Document Package

# Accessing Your Document Package

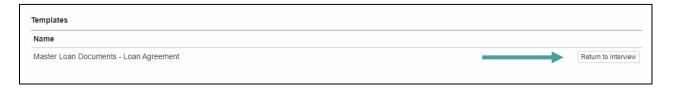
Once all pages of the interview are complete, select the "Finish" button in the bottom righthand corner.



This will take you to a landing page for your file. Here, you have the option of downloading your documents.



You will also have the option to "Return to Interview". This page will be accessiable at all times, allowing you to edit your loan documents whenever necessary.



# **EXHIBIT A**

#### **TERM LOCATIONS**

FYI: Section location of each term may vary if multiple terms have been selected, however, they will be located nearby the sections listed below.

#### ACH?

- Lender's Closing Instructions (language)
  - o Section 7
- Secured Note
  - o Section 2.3 (Delivery of Payments)
- ACH Form second to last form in the document set

#### **ALTA Endorsements**

• Lender's Closing Instructions – Section C5

#### Broker used on this transaction?

- Lender's Closing Instructions
- Loan and Security Agreement Section 3.16

# Conditional Right to Extension

- Key Provisions Summary
- Loan and Security Agreement
  - o Section 2.8
  - o Section 2.5.1

#### Construction Holdback

- Lender's Closing Instructions
  - o Section 5. Title Policy (ALTA 32 and 33 added)
- Key Provisions Summary
- Loan and Security Agreement
  - o Section 1.5 (Completion Date)
  - o Section 1.8 (Force Majeure Event)
  - o Section 1.12 (Improvements)
  - o Section 2.8 2.9
- Secured Note
  - o Section 2.51

#### Construction Holdback with Non-Dutch Interest

- Same sections listed above under Construction Holdback
- Secured Note
  - o Section 1
  - o Section 2.2 2.3

#### Debt Service Reserve

- Key Provisions Summary
- Loan and Security Agreement
  - o Section 2.8
- Secured Note
  - o Section 2.3 and 2.6.1

# Exception Items to be deleted by Title

• Lender's Closing Instructions – Section C.5

# Fees paid to Broker, Lender and Others

• Exhibit "A" Lender Fees

#### Guarantor

- Lender's Closing Instructions Section 6
- Key Provisions Summary
- Loan and Security Agreement Section 1.9 1.10
- Guaranty document located after the Deed of Trust
- Arbitration and Waiver of right to Jury Trial Agreement
  - o First paragraph
  - o Recitals Section B.
  - o Agreement Section 6
- Environmental Indemnity Agreement
  - o First paragraph
  - o Signature block

### Interest Only

- Key Provisions Summary
- Secured Note
  - o Section 2.2 2.3

#### Lender with CFL License

Attached to Lender's name

- Lender's Closing Instructions Section C5 Title Policy
- Key Provisions Summary
- Privacy Policy added
- California Borrower/Broker Statement added

# Lien Priority Position

- Lender's Closing Instructions Section C.5.
- Security Instrument
  - o Section 9
  - o Roughly Section 41 (if loan is not in first position)

# Prepayment Penalty

- Key Provisions Summary
- Secured Note
  - o Section 5

### Principal and Amortization

- Key Provisions Summary
- Secured Note
  - o Section 1
  - o Section 2.2

### Release Prices

- Loan and Security Agreement
  - o Section 2.8
  - o Section 2.5.1

# Signature Affidavit and AKA Statement

• Signature Affidavit/AKA Statement - very last page of the document set

# Tax and Insurance Impounds

- Key Provisions Summary
- Loan and Security Agreement Section 2.8 2.9
- Secured Note Section 2.5.1

### Title Order Number

• Lender's Closing Instructions – Page 2

# Title Report Effective Date

• Lender's Closing Instructions – Page 2

# Title Insurance Coverage (125% or 100%)

• Lender's Closing Instructions – Page 2

#### Variable Interest Rate

- Closing Instructions, Title Policy, Section 2 ALTA 6 added
- Key Provisions Summary
- Secured Note
  - o Section 1, 1.2 1.6,
  - o Section 2.2 2.3

### ALL TERMS SELECTED

If all terms in the interview have been selected, they will appear in the below listed sections. However, various combinations of selected terms will likely fall on or in between sections mentioned above and those mentioned below.

#### **ACH**

- Lender's Closing Instructions -Section 7
- Secured Note
  - o Section 2.6 (Delivery of Payments)
- ACH Form second to last form in the document set

#### **ALTA Endorsements**

• Lender's Closing Instructions – Section C5

### Broker used on this transaction?

- Lender's Closing Instructions
- Loan and Security Agreement Section 3.16

# Conditional Right to Extension

- Loan and Security Agreement Section 2.10
- Secured Note Section 2.8.3

#### Construction Holdback

- Loan and Security Agreement
  - o Section 1.5 (completion date)
  - o Section 1.8 (Force Majeure Event)
  - o -Section 1.14 (Improvements)

- o Section 2.8 (Construction Reserve)
- Secured Note section 2.8.2

#### Construction Holdback with Non-Dutch Interest

- Same sections listed above under Construction Holdback
- Secured Note
  - o Section 1
  - o Section 2.2 2.3

#### Debt Service Reserve (Interest Reserve)

- Loan and Security Agreement Section 2.9
- Secured Note Section 2.8.1

# Exception Items to be deleted by Title

• Lender's Closing Instructions – Section C.5

# Fees paid to Broker, Lender and Others

• Exhibit "A" Lender Fees

#### Guarantor

- Lender's Closing Instructions Section 6 V
- Key Provisions
- Loan and Security Agreement Section 1.11 and 1.12
- Arbitration and Waiver of right to Jury Trial Agreement
  - o First paragraph
  - o Recitals Section B.
  - o Agreement Section 6
- Environmental Indemnity Agreement
  - o First paragraph
  - o Signature block

### Interest Only

- Secured Note
  - o Section 2.2 2.3

#### Lender with CFL License

• Attached to Lender's name

- Lender's Closing Instructions Section C5 Title Policy
- Key Provisions Summary
- Privacy Policy added
- California Borrower/Broker Statement added

# Lien Priority Position

- Lender's Closing Instructions Section C.5.
- Security Instrument
  - o Section 9
  - o Roughly Section 41 (if loan is not in first position)

# Prepayment Penalty

• Secured Note - Section 5

# Principal and Amortization

- Secured Note
  - o Section 1
  - o Section 2.2

### Release Prices

- Loan and Security Agreement Section 2.13.1.5
- Secured Note Section 2.8.5

### Signature Affidavit and AKA Statement

• Signature Affidavit/AKA Statement - very last page of the document set

### Tax and Insurance Impounds

- Loan and Security Agreement Section 2.11
- Secured Note
  - o Section 2.8.4

#### Title Order Number

• Lender's Closing Instructions – Page 2

# Title Report Effective Date

• Lender's Closing Instructions – Page 2

# Title Insurance Coverage (125% or 100%)

# Lender's Closing Instructions – Page 2

# Variable Interest Rate

- Secured Note
  - o Section 1
  - o Section 2.2
  - o Section 2.3