

Outlook Live Webinar- November 18, 2014

TILA-RESPA Integrated Disclosures, Part 4 - Completing the Closing Disclosure

Presented by the Consumer Financial Protection Bureau

The content of this webinar is current as of the date the webinar was originally presented. This webinar has not been updated since its original presentation date and does not reflect the changes and clarifications set forth in the final rule issued on July 7, 2017.

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Disclaimer

- The Bureau issued the TILA-RESPA Integrated Disclosure final rule in November of 2013 to implement provisions under the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- The Final Rule will take effect in August 2015.
- Examples of the forms shown are not consistent with a single transaction.
- This presentation is current as of November 18, 2014. This presentation does not represent legal interpretation, guidance or advice of the Bureau. While efforts have been made to ensure accuracy, this presentation is not a substitute for the rule. Only the rule and its Official Interpretations can provide complete and definitive information regarding requirements. This document does not bind the Bureau and does not create any rights, benefits, or defenses, substantive or procedural, that are enforceable by any party in any manner.

CFPB Resources

- **Dedicated Regulatory Implementation Website:**
<http://www.consumerfinance.gov/regulatory-implementation/tila-respa/>
 - [Small Entity Compliance Guide](#)
 - [Guide to Forms](#)
 - [Disclosure Timeline Illustration](#)
 - [Sample and Annotated Forms](#)
 - Links to Webinars
 - Additional Guidance Materials
- **eRegulations Tool:**
<http://www.consumerfinance.gov/eregulations>

Recent Events and Publications

■ Webinars

- [Rule overview](#): 6/17/2014
- [Frequently asked questions](#): 8/26/2014
- [Loan Estimate contents](#): 10/1/2014

■ Publications

- [Disclosure Timeline Illustration](#)
- [Readiness Guide](#)

■ Proposed Rule

- [Amendments to the 2013 Integrated Mortgage Disclosures Rule Under the Real Estate Settlement Procedures Act \(Regulation X\) and Truth In Lending Act \(Regulation Z\) and the 2013 Loan Originator Rule Under the Truth in Lending Act \(Regulation Z\)](#)
- Redislosure for rate locks and new construction loans
- Technical changes
- Comment period closed 11/10/14

Closing Disclosure Form, Page 1

1026.38(a)-(d)

Closing Disclosure This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	4/15/2013	Borrower	Michael Jones and Mary Stone	Loan Term	30 years
Closing Date	4/15/2013		123 Anywhere Street	Purpose	Purchase
Disbursement Date	4/15/2013		Anytown, ST 12345	Product	Fixed Rate
Settlement Agent	Epsilon Title Co.	Seller	Steve Cole and Amy Doe	Loan Type	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA
File #	12-3456		321 Somewhere Drive	Loan ID #	123456789
Property	456 Somewhere Ave	Lender	Anytown, ST 12345	MIC #	000654321
Sale Price	\$180,000		Ficus Bank		

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <small>See Projected Payments below for your Estimated Total Monthly Payment</small>	\$761.78	NO
Does the loan have these features?		
Prepayment Penalty	YES • As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments			
Payment Calculation	Years 1-7		Years 8-30
Principal & Interest	\$761.78		\$761.78
Mortgage Insurance	+	82.35	+
Estimated Escrow <small>Amount can increase over time</small>	+	206.13	+
Estimated Total Monthly Payment	\$1,050.26		\$967.91

Estimated Taxes, Insurance & Assessments <small>Amount can increase over time See page 4 for details</small>	\$356.13 a month	This estimate includes	In escrow?
		<input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association Dues <small>See Escrow Account on page 4 for details. You must pay for other property costs separately.</small>	YES YES NO

Costs at Closing	
Closing Costs	\$9,712.10 Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs – \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$14,147.26 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

CLOSING DISCLOSURE PAGE 1 OF 5 • LOAN ID # 123456789

- Closely mirrors Page 1 of the Loan Estimate
- [Guide to Forms](#) Section 3.2
- [Sample forms](#) available on regulatory implementation web site
- Regulatory provisions: 1026.38(a)-(d)

Page 1: General Information

1026.38(a); Guide to Forms Section 3.2.1

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Epsilon Title Co.
File # 12-3456
Property 456 Somewhere Ave
Anytown, ST 12345
Sale Price \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
123 Anywhere Street
Anytown, ST 12345
Seller Steve Cole and Amy Doe
321 Somewhere Drive
Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate

Loan Type ☒ Conventional ☐ FHA
☐ VA ☐ _____
Loan ID # 123456789
MIC # 000654321

Title: 1026.38(a)(1)
Purpose: 1026.38(a)(2)

Page 1: General Information

1026.38(a); Guide to Forms Section 3.2.1

Closing Disclosure

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Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Epsilon Title Co.
File # 12-3456
Property 456 Somewhere Ave
Anytown, ST 12345
Sale Price \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
123 Anywhere Street
Anytown, ST 12345
Seller Steve Cole and Amy Doe
321 Somewhere Drive
Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type ☒ Conventional ☐ FHA
☐ VA ☐
Loan ID # 123456789
MIC # 000654321

Closing Information: 1026.38(a)(3)

- Date Issued: 1026.38(a)(3)(i)
- Closing Date: 1026.38(a)(3)(ii)
- Disbursement Date: 1026.38(a)(3)(iii)
- Settlement Agent: 1026.38(a)(3)(iv)
- File #: 1026.38(a)(3)(v)
- Property: 1026.38(a)(3)(vi) (cross-ref. to 1026.37(a)(6))
- Sale Price: 1026.38(a)(3)(vii)

Page 1: General Information

1026.38(a); Guide to Forms Section 3.2.1

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Epsilon Title Co.
File # 12-3456
Property 456 Somewhere Ave
Anytown, ST 12345
Sale Price \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
123 Anywhere Street
Anytown, ST 12345
Seller Steve Cole and Amy Doe
321 Somewhere Drive
Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate

Loan Type ☒ Conventional ☐ FHA
☐ VA ☐ _____
Loan ID # 123456789
MIC # 000654321

Transaction Information: 1026.38(a)(4)

- Borrower: 1026.38(a)(4)(i)
- Seller: 1026.38(a)(4)(ii)
- Lender: 1026.38(a)(4)(iii)

Page 1: General Information

1026.38(a); Guide to Forms Section 3.2.1

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Epsilon Title Co.
File # 12-3456
Property 456 Somewhere Ave
Anytown, ST 12345
Sale Price \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
123 Anywhere Street
Anytown, ST 12345
Seller Steve Cole and Amy Doe
321 Somewhere Drive
Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate

Loan Type ☒ Conventional ☐ FHA
☐ VA ☐ _____
Loan ID # 123456789
MIC # 000654321

Loan Information: 1026.38(a)(5)

- **Loan Term:** 1026.38(a)(5)(i) (cross-ref. to 1026.37(a)(8))
- **Purpose:** 1026.38(a)(5)(ii) (cross-ref. to 1026.37(a)(9))
- **Product:** 1026.38(a)(5)(iii) (cross-ref. to 1026.37(a)(10))
- **Loan Type:** 1026.38(a)(5)(iv) (cross-ref. to 1026.37(a)(11))
- **Loan ID #:** 1026.38(a)(5)(v) (cross-ref. to 1026.37(a)(12))
- **Mortgage Insurance Case Number (MIC #):** 1026.38(a)(5)(vi)

Page 1: Loan Terms

1026.38(b); Guide to Forms Section 3.2.2

Loan Terms		Can this amount increase after closing?
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
		Does the loan have these features?
Prepayment Penalty		YES • As high as \$3,240 if you pay off the loan during the first 2 years
Balloon Payment		NO

Each element of the Loan Terms table on the Closing Disclosure under 1026.38(b) is the same as on the Loan Estimate under 1026.37(b), updated to reflect the final terms of the legal obligation

Page 1: Projected Payments

1026.38(c); Guide to Forms Section 3.2.3

Projected Payments		
Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82.35	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206.13	+ 206.13
Estimated Total Monthly Payment	\$1,050.26	\$967.91
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i> <i>See page 4 for details</i>	\$356.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association Dues In escrow? YES YES NO <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>

The elements of the Projected Payments table on the Closing Disclosure under 1026.38(c) are the same as on the Loan Estimate under 1026.37(c), updated to reflect the final terms of the legal obligation, except:

- Different rules for Estimated Escrow and Estimated Taxes, Insurance & Assessments
- Different references to Escrow Account information

Page 1: Costs at Closing

1026.38(d); Guide to Forms Section 3.2.4

Standard Table: 1026.38(d)(1)

Costs at Closing

Closing Costs

\$9,712.10 Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs – \$0 in Lender Credits. *See page 2 for details.*

Cash to Close

\$14,147.26 Includes Closing Costs. *See Calculating Cash to Close on page 3 for details.*

Alternative Table (transactions with no seller): 1026.38(d)(2)

Costs at Closing

Closing Costs

\$5,757.57 Includes \$3,495.50 in Loan Costs + \$2,762.07 in Other Costs – \$500 in Lender Credits. *See page 2 for details.*

Cash to Close

\$29,677.43 Includes Closing Costs. *See Calculating Cash to Close on page 3 for details.*
☐ From ☒ To Borrower

Closing Disclosure Form, Page 2

1026.38(f)-(h); Guide to Forms Section 3.3

Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$1,802.00				
01	0.25 % of Loan Amount (Points)	\$405.00				
02	Application Fee	\$300.00				
03	Underwriting Fee	\$1,097.00				
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For		\$236.55				
01	Appraisal Fee to John Smith Appraisers Inc.					\$405.00
02	Credit Report Fee to Information Inc.		\$29.80			
03	Flood Determination Fee to Info Co.	\$20.00				
04	Flood Monitoring Fee to Info Co.	\$31.75				
05	Tax Monitoring Fee to Info Co.	\$75.00				
06	Tax Status Research Fee to Info Co.	\$80.00				
07						
08						
09						
10						
C. Services Borrower Did Shop For		\$2,655.50				
01	Pest Inspection Fee to Pests Co.	\$120.50				
02	Survey Fee to Surveys Co.	\$85.00				
03	Title - Insurance Binder to Epsilon Title Co.	\$650.00				
04	Title - Lender's Title Insurance to Epsilon Title Co.	\$500.00				
05	Title - Settlement Agent Fee to Epsilon Title Co.	\$500.00				
06	Title - Title Search to Epsilon Title Co.	\$800.00				
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)		\$4,694.05				
Loan Costs Subtotals (A + B + C)		\$4,664.25	\$29.80			
Other Costs						
E. Taxes and Other Government Fees		\$85.00				
01	Recording Fees Deed: \$40.00 Mortgage: \$45.00	\$85.00				
02	Transfer Tax to Any State			\$950.00		
F. Prepaids		\$2,120.80				
01	Homeowner's Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96				
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)	\$279.04				
04	Property Taxes (6 mo.) to Any County USA	\$631.80				
05						
G. Initial Escrow Payment at Closing		\$412.25				
01	Homeowner's Insurance \$100.83 per month for 2 mo.	\$201.66				
02	Mortgage Insurance per month for mo.					
03	Property Taxes \$105.30 per month for 2 mo.	\$210.60				
04						
05						
06						
07						
08	Aggregate Adjustment	- 0.01				
H. Other		\$2,400.00				
01	HOA Capital Contribution to HOA Ace Inc.	\$500.00				
02	HOA Processing Fee to HOA Ace Inc.	\$150.00				
03	Home Inspection Fee to Engineers Inc.	\$750.00				\$750.00
04	Home Warranty Fee to XYZ Warranty Inc.			\$450.00		
05	Real Estate Commission to Alpha Real Estate Broker			\$5,700.00		
06	Real Estate Commission to Omega Real Estate Broker			\$5,700.00		
07	Title - Owner's Title Insurance (optional) to Epsilon Title Co.	\$1,000.00				
08						
I. TOTAL OTHER COSTS (Borrower-Paid)		\$5,018.05				
Other Costs Subtotals (E + F + G + H)		\$5,018.05				
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$9,712.10				
Closing Costs Subtotals (D + I)		\$9,682.30	\$29.80	\$12,800.00	\$750.00	\$405.00
Lender Credits						

CLOSING DISCLOSURE

PAGE 2 OF 5 - LOAN ID # 123456789

- Similar information found on Page 2 of the Loan Estimate
- [Sample forms](#) available on regulatory implementation website
- Regulatory provisions: 1026.38(f)-(h)

Page 2: Origination Charges

1026.38(f)(1); Guide to Forms Section 3.3.1

Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$1,807.00				
01	0.25 % of Loan Amount (Points)	\$405.00				
02	Application Fee	\$300.00				
03	Underwriting Fee	\$1,097.00				
04						
05						
06						
07						

First item disclosed is for points paid to the creditor to reduce the interest rate. (1026.38(f), cross-ref. to 1026.37(f)(1)(i))

Each column and sub-column is required by 1026.38(f) (for Loan Costs table) and (g) (for Other Costs table)

Page 2: Origination Charges

1026.38(f)(1); Guide to Forms Section 3.3.1

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$1,802.00				
01 0.25 % of Loan Amount (Points)	\$405.00				
02 Application Fee	\$300.00				
03 Underwriting Fee	\$1,097.00				
04					
05					
06					
07					

Loan originator compensation paid by the creditor to a third-party loan originator is also disclosed under Origination Charges but is shown in the Paid by Others column. (Comment 38(f)(1)-2)) A designation of “(L)” may be used to denote that the creditor (lender) paid that amount to the third-party loan originator. (Comment 38(f)-1))

Page 2: Services Borrower Did Not Shop For 1026.38(f)(2); Guide to Forms 3.3.1

B. Services Borrower Did Not Shop For		\$236.55			
01 Appraisal Fee	to John Smith Appraisers Inc.				\$405.00
02 Credit Report Fee	to Information Inc.		\$29.80		
03 Flood Determination Fee	to Info Co.	\$20.00			
04 Flood Monitoring Fee	to Info Co.	\$31.75			
05 Tax Monitoring Fee	to Info Co.	\$75.00			
06 Tax Status Research Fee	to Info Co.	\$80.00			
07					
08					
09					
10					

Items disclosed as Services You Can Shop For on the Loan Estimate (1026.37(f)(3)) will move into this category when the consumer chooses a provider on the written list provided by the creditor with the Loan Estimate for that item. (1026.38(f)(2))

Page 2: Services Borrower Did Shop For 1026.38(f)(3); Guide to Forms Section 3.3.1

C. Services Borrower Did Shop For		\$2,655.50			
01	Pest Inspection Fee to Pests Co.	\$120.50			
02	Survey Fee to Surveys Co.	\$85.00			
03	Title – Insurance Binder to Epsilon Title Co.	\$650.00			
04	Title – Lender's Title Insurance to Epsilon Title Co.	\$500.00			
05	Title – Settlement Agent Fee to Epsilon Title Co.	\$500.00			
06	Title – Title Search to Epsilon Title Co.	\$800.00			
07					
08					

Items disclosed as Services You Can Shop For on the Loan Estimate (1026.37(f)(3)) are shown here when the consumer chooses a provider that was not on the written list provided by the creditor with the Loan Estimate for that item. (1026.37(f)(3))

Page 2: Other Costs

1026.38(g); Guide to Forms Section 3.3.2

Other Costs					
E. Taxes and Other Government Fees			\$85.00		
01	Recording Fees	Deed: \$40.00 Mortgage: \$45.00	\$85.00		
02	Transfer Tax	to Any State		\$950.00	
F. Prepaids			\$2,120.80		
01	Homeowner's Insurance Premium (12 mo.) to Insurance Co.		\$1,209.96		
02	Mortgage Insurance Premium (mo.)				
03	Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)		\$279.04		
04	Property Taxes (6 mo.) to Any County USA		\$631.80		
05					
G. Initial Escrow Payment at Closing			\$412.25		
01	Homeowner's Insurance \$100.83 per month for 2 mo.		\$201.66		
02	Mortgage Insurance per month for mo.				
03	Property Taxes \$105.30 per month for 2 mo.		\$210.60		
04					
05					
06					
07					
08	Aggregate Adjustment		- 0.01		
H. Other			\$2,400.00		
01	HOA Capital Contribution	to HOA Acre Inc.	\$500.00		
02	HOA Processing Fee	to HOA Acre Inc.	\$150.00		
03	Home Inspection Fee	to Engineers Inc.	\$750.00		\$750.00
04	Home Warranty Fee	to XYZ Warranty Inc.		\$450.00	
05	Real Estate Commission	to Alpha Real Estate Broker		\$5,700.00	
06	Real Estate Commission	to Omega Real Estate Broker		\$5,700.00	
07	Title - Owner's Title Insurance (optional) to Epsilon Title Co.		\$1,000.00		
08					
I. TOTAL OTHER COSTS (Borrower-Paid)			\$5,018.05		
Other Costs Subtotals (E + F + G + H)			\$5,018.05		
J. TOTAL CLOSING COSTS (Borrower-Paid)			\$9,712.10		
Closing Costs Subtotals (D + I)			\$9,682.30	\$29.80	\$12,800.00 \$750.00 \$405.00
Lender Credits					

Page 2: Taxes and Other Government Fees

1026.38(g)(1); Guide to Forms Section 3.3.2

E. Taxes and Other Government Fees			\$85.00			
01	Recording Fees	Deed: \$40.00 Mortgage: \$45.00	\$85.00			
02	Transfer Tax	to Any State			\$950.00	

Recording fees: 1026.38(g)(1)(i)

Transfer taxes: 1026.38(g)(1)(ii)

Page 2: Taxes and Other Government Fees

1026.38(g)(1); Guide to Forms Section 3.3.2

E. Taxes and Other Government Fees			\$85.00				
01	Recording Fees	Deed: \$40.00 Mortgage: \$45.00	\$85.00				
02	Transfer Tax	to Any State			\$950.00		

Q: How does the disclosure of recording fees differ between the Loan Estimate and Closing Disclosure? (*compare 1026.37(g)(1)(i) with 1026.38(g)(1)(i)*)

Q: How should creditors disclose the name of the government entity to whom a transfer tax fund is distributed? (1026.38(g)(1)(ii))

Page 2: Prepays; Initial Escrow Payment at Closing

1026.38(g)(2) & 1026.38(g)(3); Guide to Forms Section 3.3.2

F. Prepays		\$2,120.80			
01	Homeowner's Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96			
02	Mortgage Insurance Premium (mo.)				
03	Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)	\$279.04			
04	Property Taxes (6 mo.) to Any County USA	\$631.80			
05					
G. Initial Escrow Payment at Closing		\$412.25			
01	Homeowner's Insurance \$160.83 per month for 2 mo.	\$201.66			
02	Mortgage Insurance per month for mo.				
03	Property Taxes \$105.30 per month for 2 mo.	\$210.60			
04					
05					
06					
07					
08	Aggregate Adjustment	- 0.01			

Prepays: 1026.38(g)(2) (cross-reference to 1026.37(g)(2))

Initial Escrow Payment at Closing: 1026.38(g)(3) (cross-reference to 1026.37(g)(3))

Closing Disclosure Form, Page 3

1026.38(e), (i)-(k); Guide to Forms Section 3.4

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Loan Estimate	Final	Did this change?
Total Closing Costs (I)	\$8,054.00	\$9,712.10	YES - See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	-\$29.80	YES - You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	-\$10,000.00	-\$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	-\$2,500.00	YES - See Seller Credits in Section L
Adjustments and Other Credits	\$0	-\$1,035.04	YES - See details in Sections K and L
Cash to Close	\$16,054.00	\$14,147.26	

Summaries of Transactions		Use this table to see a summary of your transaction.	
BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing	\$189,762.30	M. Due to Seller at Closing	\$180,080.00
01 Sale Price of Property	\$180,000.00	01 Sale Price of Property	\$180,000.00
02 Sale Price of Any Personal Property Included in Sale		02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (I)	\$9,682.30	03	
04		04	
05		05	
06		06	
07		07	
08		08	
Adjustments		Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes to		09 City/Town Taxes to	
10 County Taxes to		10 County Taxes to	
11 Assessments to		11 Assessments to	
12 HOA Dues 4/15/13 to 4/30/13	\$80.00	12 HOA Dues 4/15/13 to 4/30/13	\$80.00
13		13	
14		14	
15		15	
16		16	
L. Paid Already by or on Behalf of Borrower at Closing	\$175,615.04	N. Due from Seller at Closing	\$115,665.04
01 Deposit	\$10,000.00	01 Excess Deposit	
02 Loan Amount	\$162,000.00	02 Closing Costs Paid at Closing (I)	\$12,800.00
03 Existing Loan(s) Assumed or Taken Subject to		03 Existing Loan(s) Assumed or Taken Subject to	
04		04 Payoff of First Mortgage Loan	\$100,000.00
05 Seller Credit	\$2,500.00	05 Payoff of Second Mortgage Loan	
06		06	
Other Credits		07	
06 Rebate from Epsilon Title Co.	\$750.00	08 Seller Credit	\$2,500.00
07		09	
Adjustments		10	
08		11	
09		12	
10		13	
11		14	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12 City/Town Taxes 1/1/13 to 4/14/13	\$365.04	14 City/Town Taxes 1/1/13 to 4/14/13	\$365.04
13 County Taxes to		15 County Taxes to	
14 Assessments to		16 Assessments to	
15		17	
16		18	
17		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)	\$189,762.30	Total Due to Seller at Closing (M)	\$180,080.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$175,615.04	Total Due from Seller at Closing (N)	-\$115,665.04
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$14,147.26	Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$64,414.96

CLOSING DISCLOSURE

PAGE 3 OF 5 • LOAN ID #123456789

- Cash to Close compared with information found on Page 2 of the Loan Estimate
- [Sample forms](#) available on regulatory implementation website
- Regulatory provisions: 1026.38(e), (i)-(k)

Page 3: Calculating Cash to Close

1026.38(i); Guide to Forms Section 3.4.1

Calculating Cash to Close		Use this table to see what has changed from your Loan Estimate.	
	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	– \$29.80	YES • You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	– \$10,000.00	– \$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	– \$2,500.00	YES • See Seller Credits in Section L
Adjustments and Other Credits	\$0	– \$1,035.04	YES • See details in Sections K and L
Cash to Close	\$16,054.00	\$14,147.26	

The amounts that were disclosed on the Loan Estimate are disclosed in the first column. (1026.38(i))

Page 3: Summaries of Transactions

1026.38(j)-(k); Guide to Forms Section 3.4.3

Summaries of Transactions		Use this table to see a summary of your transaction.	
BORROWER'S TRANSACTION			
K. Due from Borrower at Closing		\$189,762.30	
01 Sale Price of Property		\$180,000.00	
02 Sale Price of Any Personal Property Included in Sale			
03 Closing Costs Paid at Closing (J)		\$9,682.30	
04			
Adjustments			
05			
06			
07			
Adjustments for Items Paid by Seller in Advance			
08 City/Town Taxes	to		
09 County Taxes	to		
10 Assessments	to		
11 HOA Dues	4/15/13 to 4/30/13	\$80.00	
12			
13			
14			
15			
L. Paid Already by or on Behalf of Borrower at Closing		\$175,615.04	
01 Deposit		\$10,000.00	
02 Loan Amount		\$162,000.00	
03 Existing Loan(s) Assumed or Taken Subject to			
04			
05 Seller Credit		\$2,500.00	
Other Credits			
06 Rebate from Epsilon Title Co.		\$750.00	
07			
Adjustments			
08			
09			
10			
11			
Adjustments for Items Unpaid by Seller			
12 City/Town Taxes	1/1/13 to 4/14/13	\$365.04	
13 County Taxes	to		
14 Assessments	to		
15			
16			
17			
CALCULATION			
Total Due from Borrower at Closing (K)		\$189,762.30	
Total Paid Already by or on Behalf of Borrower at Closing (L)		– \$175,615.04	
Cash to Close	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$14,147.26	
SELLER'S TRANSACTION			
M. Due to Seller at Closing		\$180,080.00	
01 Sale Price of Property		\$180,000.00	
02 Sale Price of Any Personal Property Included in Sale			
03			
04			
05			
06			
07			
08			
Adjustments for Items Paid by Seller in Advance			
09 City/Town Taxes	to		
10 County Taxes	to		
11 Assessments	to		
12 HOA Dues	4/15/13 to 4/30/13	\$80.00	
13			
14			
15			
16			
N. Due from Seller at Closing		\$115,665.04	
01 Excess Deposit			
02 Closing Costs Paid at Closing (J)		\$12,800.00	
03 Existing Loan(s) Assumed or Taken Subject to			
04 Payoff of First Mortgage Loan		\$100,000.00	
05 Payoff of Second Mortgage Loan			
06			
07			
08 Seller Credit		\$2,500.00	
09			
10			
11			
12			
13			
Adjustments for Items Unpaid by Seller			
14 City/Town Taxes	1/1/13 to 4/14/13	\$365.04	
15 County Taxes	to		
16 Assessments	to		
17			
18			
19			
CALCULATION			
Total Due to Seller at Closing (M)		\$180,080.00	
Total Due from Seller at Closing (N)		– \$115,665.04	
Cash	<input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$64,414.96	

- Similar to HUD-1 page 1

Closing Disclosure Form, Page 4

1026.38(l)-(n); Guide to Forms Section 3.5

Additional Information About This Loan

Loan Disclosures

Assumption
If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature
Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment
If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)
Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments
Your lender

☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest
You are granting a security interest in
456 Somewhere Ave., Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account
For now, your loan

☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: Homeowner's Association Dues You may have other property costs.
Initial Escrow Payment	\$412.25	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future.
Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

CLOSING DISCLOSURE

PAGE 4 OF 5 - LOAN ID # 123456789

- [Sample forms](#) available on regulatory implementation web site
- Includes the Adjustable Payment (AP) and Adjustable Interest Rate (AIR) tables at bottom of page 4, when applicable (1026.38(m) & (n))
- Regulatory provisions: 1026.38(l)-(n)

Page 4: Loan Disclosures – Partial Payments

1026.38(l)(1)-(6); Guide to Forms Section 3.5.1

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments

Your lender

☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

456 Somewhere Ave., Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Q: How a lender applies a partial payment may vary depending on the circumstances. Is a lender required to choose only one option for the Partial Payments disclosure required by § 1026.38(l)(5), or is it possible to check multiple boxes?

Closing Disclosure Form, Page 5

1026.38(o)-(s); Guide to Forms Section 3.6

Loan Calculations	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$285,803.36
Finance Charge. The dollar amount the loan will cost you.	\$118,830.27
Amount Financed. The loan amount available after paying your upfront finance charge.	\$162,000.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.174%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	69.46%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Contact Information					
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
Address	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Sometown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
NMLS ID					
ST License ID			2765416	Z61456	Z61616
Contact	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
Contact NMLS ID	12345				
Contact ST License ID			P16415	P51461	PT1234
Email	joesmith@ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@epsilontitle.com
Phone	123-456-7890		123-555-1717	321-555-7171	987-555-4321

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature	Date	Co-Applicant Signature	Date
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CLOSING DISCLOSURE

PAGE 5 OF 5 • LOAN ID # 123456789

- [Sample forms](#) available on regulatory implementation web site
- Regulatory provisions: 1026.38(o)-(s)

Page 5: Other Disclosures – Liability After Foreclosure

1026.38(p); Guide to Forms Section 3.6.2

The creditor must disclose a statement of whether the consumer may remain responsible for any deficiency after foreclosure under applicable state law. (1026.38(p)(3)). *See also* comment 38(p)(3)-1

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Page 5: Liability After Foreclosure (Anti-Deficiency Notice)

1026.38(p)(3); Guide to Forms Section 3.6.2

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

- **Q:** What constitutes an anti-deficiency law for purposes of this disclosure?
- **Q:** Do statutes of limitations on obtaining or collecting a deficiency judgment count as anti-deficiency protections for purposes of this disclosure?
- **Q:** Are state laws that limit how much a creditor may collect in an anti-deficiency judgment considered anti-deficiency protections for purposes of this disclosure?
- **Q:** How should a creditor make this disclosure if a state anti-deficiency law could apply to the loan, but whether it ultimately would apply depends on facts and circumstances at the time of foreclosure?

Closing Disclosure Form: General Questions

- **Q:** What should creditors do if the information required to be disclosed doesn't fit in the space allotted on the form?
- **Q:** Is there a model or sample of an addendum?
- **Q:** Is there anything creditors are required to include on the addendum? (1026.17(a)(1))
- **Q:** What are the formatting requirements for the addendum? (Comment 38(t)(5)-5)