

Texas 50(a)(6)
ACKNOWLEDGMENT AS TO FAIR MARKET VALUE
OF HOMESTEAD PROPERTY
(Pursuant to Section 50(a)(6)(Q)(ix), Article XVI, Texas Constitution)

Borrower(s): **All Borrowers Combined w/ NPS**

Lender: **Company Name**

Property Address: **Full Property Address**

Loan No. **Loan Number**

We, the undersigned homestead owners acknowledge that we are all the owners, or all of the owners and spouses of owners, (collectively, the "Owner/Borrower(s)", whether one or more) of the referenced Property who occupy the Property as our homestead (the "Homestead Property"); and, that we, or one or more of us, have made application with the Lender for an extension of credit commonly known as an "equity loan," as authorized by Section 50(a)(6), Article XVI, Texas Constitution, which will be secured by the Homestead Property;

We, the undersigned Owner/Borrower(s) and Lender further acknowledge that Lender is making such an extension of credit to Owner/Borrower(s) secured by the Homestead Property on **Close Date - MMMM, DD, YYYY**; that the extension of credit is being closed on this date at the office of **Title Company Name**; and that on this date the fair market value of the Homestead Property is **Appraised Value - # w/ \$**; and

We, the undersigned Owner/Borrower(s) and Lender further acknowledge that Lender is relying on this written acknowledgment by Owner/Borrower(s) as to the fair market value of the Homestead Property as a condition of making the extension of credit and has no knowledge, or reason to believe, that the fair market value of the Homestead property stated in this written acknowledgment is incorrect.

When this Acknowledgment is executed by only one person as Owner/Borrower(s), the instrument shall read as if pertinent verbs, nouns, and pronouns were changed correspondingly, and reference to any gender shall include either gender, all as the case may be.

EXECUTED this **Close Date - Day w/ Suffix** day of **Close Date - MMMM, YYYY**.

Company Name

By: _____

Its: _____

-Owner/Borrower

-Owner/Borrower

-Owner/Borrower

-Owner/Borrower

OWNER AFFIDAVIT ACKNOWLEDGING LENDER COMPLIANCE WITH CONSTITUTIONAL REQUIREMENTS TO PROVIDE OWNER COPY OF LOAN APPLICATION AND EARLY FINAL ITEMIZED DISCLOSURE OF ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES
(Section 50(a)(6)(M)(ii), Article XVI, Texas Constitution)

Lender: **Company Name**

Loan No: **Loan Number**

Property Address: **Full Property Address**

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned person(s) (collectively the "Borrower", whether one or more), being all the owners of the homestead property located at the Property Address securing the home equity loan (herein "loan") made by Lender, who, first being duly sworn according to law, upon oath depose(s) and say(s):

1. Borrower understands that the Texas Constitution provides that the loan may not be closed before one business day after the later of: (i) the date the Borrower receives a copy of the loan application; or (ii) the date the Borrower receives a final itemized disclosure of the actual fees, points, interest, costs, and charges that will be charged at closing.
2. Prior to the day of closing of the loan, Borrower received from the Lender, or from a title insurance company or agent acting as settlement agent for the loan, a copy of the loan application and a copy of the HUD-1 or HUD-1A Settlement Statement itemizing the actual fees, points, interest, costs, and charges to be charged at closing of the loan.
3. Borrower examined and signed at closing of the loan the HUD-1 or HUD-1A Settlement Statement that itemizes the fees, points, interest, costs, and charges (collectively "items") actually charged at closing of the loan, and the types and amounts of all such items are identical to the types and amounts of such items earlier disclosed to Borrower.
4. The loan closed at least one business day after the date the Borrower received a copy of the loan application and a copy of the HUD-1 or HUD-1A Settlement Statement itemizing the actual fees, points, interest, costs, and charges to be charged at closing of the loan.

CAUTION: THIS IS A SWORN STATEMENT. DO NOT SIGN THIS AFFIDAVIT UNLESS YOU HAVE READ IT AND, ON OATH, YOU BELIEVE IT TO BE TRUE AND CORRECT. IF THE FEES, POINTS, INTEREST, COSTS, AND CHARGES DISCLOSED TO YOU AT CLOSING DIFFER IN ANY WAY FROM THE FEES, POINTS, INTEREST, COSTS, AND CHARGES DISCLOSED TO YOU BEFORE THE DATE OF CLOSING, DO NOT SIGN THIS AFFIDAVIT AND YOU SHOULD ADVISE THE SETTLEMENT AGENT THAT YOU CANNOT SIGN IT.

_____ Date

_____ Date

_____ Date

_____ Date

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of _____, _____.

My Commission Expires:

Notary Public, State of _____

Notary's typed or printed Name