

Signing Professionals Workgroup

Notary Signing Agent

Signing Presentation Guidelines — Refinance

The Signing Presentation Guidelines provide signing professionals recommended descriptions of closing documents to present to borrowers. These are designed to assist the Notary Signing Agent, who as a notary public, is generally prohibited from explaining documents and from providing unauthorized legal or financial advice to borrowers.

Key:

Italics — Unspoken

Regular Font — Spoken

(Parentheses — Unspoken or Substitute data)

SECTION 1 — Pre-Signing Confirmation

As stated in the Code of Conduct, “The Notary Signing Agent will confirm the appointment to sign closing documents with the signer, ensuring that all parties and witnesses signing documents, identification cards, stipulated documents and checks will be available upon the NSA’s arrival, unless expressly prohibited by the contracting company.”

SECTION 2 — Introduction

Hello, my name is (NAME) and I am here on behalf of (TITLE & CLOSING COMPANY), the title and closing company working with (LENDER) to conduct your loan signing. We spoke earlier on the phone. It is nice to meet you.

SECTION 3 — Instructions

As the Notary Signing Agent, you should then provide the borrower with a state or federally issued photo ID. Wait for the borrower to invite you inside. Ask the borrower where he or she would like to conduct the signing, suggesting that all signers sit next to each other to facilitate the signing. Confirm that all parties that need to sign are present. Check copies of borrower identification at this time. ID should be a state or federally issued photo ID such as a passport or driver’s license and must comply with state notary laws and regulations. If the borrower is unable to provide ID you should call your contracting company for instruction before proceeding with the closing.

It is important as you proceed with the signing of the loan package that you follow the closing instructions precisely.

SECTION 4 — Opening

I'd like to start by giving an overview of the signing process. The entire process typically takes about 45-60 minutes. We will move patiently and deliberately through these documents, at your pace, so do not feel rushed.

I have printed an entire copy of the loan package for your records. *(Hand borrower his or her copy.)*

You should sign your name exactly as your name appears on the signature line of the documents. Some of the documents must be notarized; I may also be required to administer an oath before completing the notarization on certain documents. As we review each document, I will describe to you the document's general purpose. Any questions beyond that related to fees, rates or other loan-specific items must be directed to your lender as I am not authorized to articulate beyond the general description of the documents. In addition, we must contact the lender or closing agent before making any changes or corrections to the documents.

Do you have any questions before we begin? *If the borrower requests an electronic copy, please direct him or her to contact (TITLE & CLOSING COMPANY).*

SECTION 5 — Closing Ceremony

As you walk through the documents with the borrower please find below definitions of the loan closing documents. It is suggested to use these descriptions as a guide as you walk the borrower through the loan closing documents. It is suggested as you go to the page to be signed you give the borrower the brief definition of the documents below. Please note packages will come in various stacking orders, so it is recommended you be familiar with these definitions. These definitions are in alphabetical order and will not be the order your document package comes in, so you should be familiar with the general description of the documents listed below and you may use these descriptions as a guide.

Borrower's Certification Authorization

This document certifies all of the information provided the loan application is true and complete.

Closing Disclosure — *combines and replaces the HUD/Settlement Statement and Truth in Lending (TIL) statement for most loans applied for beginning October 3, 2015*

The Closing Disclosure itemizes all closing costs. Page 1 includes loan amount, interest rate, projected monthly payments, closing costs and cash to close. The remaining pages include details of the closing cost, payoffs and payments, cash to close calculations, disclosures, loan calculations and contact information. Please note: The borrower should have received this document from his or her lender in advance of the closing.

Errors & Omissions (E&O) and Compliance Agreement

This states that if there are any typographical or clerical errors on the closing documents, the borrower would agree to sign any documents that had to be corrected.

Flood Hazard Notice

This indicates whether or not the property is in an area designated as a flood zone area.

Form 4506-T Request for Transcript of Tax Return

This form authorizes the lender to obtain transcripts of tax returns.

GFE/Good Faith Estimate — *replaced by the Loan Estimate for most loans applied for beginning October 3, 2015*

The Good Faith Estimate is an estimate of all closing fees including pre-paid and escrow items as well as lender charges.

HUD/Settlement Statement

The HUD/Settlement Statement itemizes all closing costs; on pages 1 and 2 items that appear on this statement include real estate commissions, loan fees, points, payoffs and escrow amounts. Page 3 of the Settlement Statement is a comparison of the fees disclosed on the Good Faith Estimate (GFE) to the actual costs as listed on the HUD/Settlement Statement.

The bottom portion of Page 3 shows the loan terms. The loan amount, rate, term, principal and interest payment as well as total payment are at the bottom. *(If the borrower has questions related to these amounts, direct the borrower to the lender.)*

Identification Verification Form

This form verifies identity of the borrower and should read exactly as their state or federal issued ID reads.

Impound Account Letter

This is the form authorizing the lender to collect real estate taxes and homeowner's insurance to be paid out of the borrower's escrow account when they are due and payable.

Initial Escrow Account Disclosure Statement

This is a one-year snapshot of the borrowers escrow account.

Insurance Requirements

This document states that homeowners insurance is required during the term of the loan.

Itemization of Amount Financed

This describes the items in detail that comprise the amounts necessary to calculate the annual percentage rate.

Loan Estimate — *replaces the Good Faith Estimate and initial Truth in Lending Disclosure for most loans applied for beginning October 3, 2015*

The Loan Estimate is an estimate of all closing fees including pre-paid, escrow items and lender charges. Please note: This document will be delivered to the borrower after the borrower applies for the loan. It will typically not be included with the closing package.

Mortgage/Deed of Trust

This document is recorded in county land records as evidence of the lender's security interest in the property.

Note

The Note is a written promise to pay a sum of money at a stated interest rate during a specified term.

Notice of Right to Cancel

This is the borrower's notice of their right to cancel the transaction within a specified time frame.

Owner's Affidavit

This states that the borrower acknowledges no additional liens, judgments, encumbrances or claims against the property. It also states that no one else owns the property besides the borrower, there's no contract for sale, confirms marital status, no delinquent taxes and no zoning law violations.

Payment Letter

This is the borrower's principal, interest, real estate taxes and homeowner's insurance which total the monthly payment.

Riders (if applicable)

- **Planned Unit Development (PUD) Rider**
This rider requires the borrower to pay fees or assessments that may be levied by a Homeowners Association (HOA) to prevent any liens by the association.

- **Second Home Rider**
This rider states the borrower is not occupying the home as their primary residence.

- **1 - 4 Family Rider**
This rider states the property is a multi-unit property.

- **Manufactured Home Rider**
This rider states the property is a manufactured home.

- **Condominium Rider**
This rider states the property is a condominium.

- **ARM Rider**
This rider states this loan is an Adjustable Rate Mortgage (ARM) loan.

Servicing Disclosure Statement

This document discloses the fact that the lender has the right to sell, transfer or assign the servicing rights to the loan.

Signature and Name Affidavit

The Signature and Name Affidavit lists variations of the borrowers name such as "AKA's" that the lender may have located when checking their credit or when the title search was completed. The variations may differ from their name as it appears on the lender's loan documents.

Truth in Lending (TIL) — *replaced by the Loan Estimate for most loans applied for beginning October 3, 2015*

This is the Truth in Lending statement. It will include the following information:

- The annual percentage rate (APR)

- The finance charge

- The total of payments (the amount the borrower will have paid after they have made all of their scheduled mortgage payments)

Uniform Residential Loan Application/1003

This is the final, typed version of the loan application.

W-9

This form verifies the borrower's Social Security Number.

SECTION 6 — Ending the Transaction

Make sure the borrower has their printed copy of the closing package. If he or she asks for an electronic copy please direct them to contact (TITLE & CLOSING COMPANY), under no circumstances are you to email the documents to the borrower.

If borrower does not have the proper funds to give you as per the closing instructions, please contact your contracting company for instructions.

We have reviewed and you've signed all of the documents which conclude the signing. Do you have any further questions? It was very nice to meet you (borrower name). I hope you feel this was a positive closing experience. Thank you very much for your time.

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