

## BORROWER'S AUTHORIZATION AND AGREEMENT FOR TEXAS

Application:

By signing below, you agree to the following:

- "I" "we" "us" refers to Capital One, N.A. and "you" and "your" refers to the borrower(s) signing this document.
- You authorize us to verify the information contained in your loan application and related documents, and you authorize any employer, financial institution, or other party to provide information and documentation as we request for the purpose of our verification.
- You will inform us if your employment, income, or financial situation change and understand that any such change could alter your eligibility or final loan terms.
- All of the information provided in your loan application is true and complete.
- Your eligibility and final loan terms depend on our collection and verification of your information such as, but not limited to, employment history and income, account balances, credit history, income tax returns and/or W-2 forms from the IRS, payoff requests, and verification of mortgage.
- If you are entering into a TX Home Equity Loan under section 50(a)(6) of the TX constitution, you understand that under section 50(a)(6)(M):
  - THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND
  - MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING, IF ANY; AND
  - IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY.
- By providing any tax information to us, including signing the 4506-C Request for Transcript of Tax Return form, we can obtain and use your tax return information for the following purposes: (i) providing you with an offer; (ii) maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable law. In addition, you give us permission to share this information with our affiliates, agents, any actual or potential owners of a loan resulting from your application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for the purposes mentioned above.

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower Printed Name

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower Printed Name

\_\_\_\_\_  
Application Number

