Application Packet For Residential Investment Loans

When applying for a loan with Alliance Business Capital. Please complete the application form and submit with all applicable documents to initiate the loan process.

We require all loans to be held in an Entity. All applicants with 20% or more ownership are subject to Credit and Background Review.

Required Documents	
All Loans	☐ 2 Months of recent bank statements (must be within 30 days of settlement) ☐ Entity Documents ☐ LLC- Articles of Organization, Operating Agreement and IRS EIN Letter ☐ Corporations – Articles of Incorporation, By-Laws and IRS EIN Letter ☐ Valid, Legible Photo ID for all signers
Refinance Loans	☐ Current Mortgage Statement ☐ Itemized Scope of Work (budget – please us our form) ☐ Money Spent to Date
Purchase Loans	☐ Executed Purchase Contract with all addendums ☐ Itemized Scope of Work (budget)

Borrower Information

Borrower Type:	**We require a Business Entity:** ☐ **LLC** ☐ **Corporation** ☐ **Partnership** ☐ **Trust**				
Entity Name:	________________________________	EIN: ______________		% Own: ____________	
Mailing Address:	____				
City:	______________________________	State:	_________________	Zip: ____________	
Phone:	______________________________	Email:	_____________________________________		
Contact Name:	______________________________	Title:	__________________________________		

Applicant 1		**Applicant 2**	
First Name:	___________________________	First Name:	___________________________
Middle Name:	___________________________	Middle Name:	___________________________
Last Name:	___________________________	Last Name:	___________________________
SSN:	___________________________	SSN:	___________________________
DOB:	___________________________	DOB:	___________________________
Phone:	___________________________	Phone:	___________________________
Email:	___________________________	Email:	___________________________
Est. Credit Score:	**Select**	Est. Credit Score:	**Select**
Home Address:	___________________________	Home Address:	___________________________
City/State/Zip:	___________________________	City/State/Zip:	___________________________
Driver's License #:	___________________________	Driver's License #:	___________________________
Marital Status:	**Select**	Marital Status:	**Select**

Disclosure to Applicant Regarding Procurement of a Background and Credit Report

In connection with your application for a loan, we may procure a background investigative report and/or credit report as part of the process of considering your candidacy as a borrower.

By your signature below, you hereby authorize us, our affiliates, investors, other lending partners, and their agents and representatives to obtain a background and credit check to determine your financial responsibility, background and general credit worthiness. The information requested in this application shall be used to underwrite a loan transaction. The background report may include, but is not limited to, criminal history, verifications of employment, credit report, education, and driving records.

Applicant 1 Signature:	____	Date: ______________________
Applicant 2 Signature:	____	Date: ______________________

Property | Loan Information

Subject Property Address:	______				
City:	______	State:	______	Zip:	______
Loan Type:	☐ Fix/Flip ☐ Fix/Rent ☐ Bridge ☐ Ground Up ☐ Rental				
Loan Purpose:	☐ Purchase ☐ Refinance ☐ Cash Out Refinance				
Property Type:	**Select** ______				

Purchase Loan Detail		Refinance Loan Detail	
Purchase Price:	______	Orig. Purchase Price:	______
Sch. Closing Date:	______	Date of Purchase:	______
Initial Adv. Request:	______	Initial Adv. Request:	______
Rehab Amount Request:	______	Rehab Amount Request:	______
Total Loan Amount Request:	______	Total Loan Amount Request:	______
Loan Term Requested:	______	Loan Term Requested:	**Select**
Estimated ARV:	______	Estimated ARV:	______
Assignment Fee:	☐ Yes ☐ No	Existing Loan Payoff:	______
Liquidity:	______	Existing Lender:	______
Exit Strategy:	**Select**	Existing Loan Rate:	______ %

Rehab Details			Refinance Loan Detail (cont.)	
			Loan Maturity Date:	______
Rehab Remaining:	______		Subordinate Debt:	**Select** ______
Rehab Money Spent:	______		Liquidity:	______
Adding Sq. Ft:	**Select**	Sq. Ft Added: ______	Exit Strategy:	**Select**
Adding Units:	**Select**		Mid Construction:	**Select** ______

Contact Info	Title Company	Escrow Company	Insurance
Name:			
Company:			
Phone:			
Email:			

Contact Info	Appraisal Scheduling / Access Contact	Appraisal Payment Contact
Name		
Phone		
Email		

Disclosures and Consents

The information contained in this application is provided for the purpose of obtaining or maintaining credit with Lender, on behalf of the undersigned, or persons, firms or corporations on whose behalf the undersigned may either severally or jointly with others execute a guaranty in Lender's favor. Each undersigned understands that Lender is relying on the information provided herein (including the designation made as to the ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that Lender may consider this statement as continuing to be true and correct until a written notice of a change is given to Lender by the undersigned.

Furthermore, each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: **(1)** the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I/we have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; **(2)** the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; **(3)** the property will not be used for any illegal or prohibited purpose or use; **(4)** all statements made in this application are made for the purpose of obtaining a loan on a residential property for business purposes only; **(5)** the property will be NOT be occupied by borrower, sponsors or their families as has been indicated in this application; **(6)** the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; **(7)** the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I/we are obligated to amend and/or supplement the information provided in this application if any of the material facts that I/we have represented herein should change prior to closing of the Loan; **(8)** in the event that my/our payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my/our name and account information to one or more reporting agencies; **(9)** ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; and **(10)** neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property.

Business Purpose & Appraisal Acknowledgment

Acknowledgment: Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or re-verify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a credit reporting agency.

You are entitled to receive a copy of appraisals and other written valuations developed in connection with your application for credit secured by a first lien on a dwelling promptly upon completion, or three days prior to closing, whichever is earlier. You may waive the timing requirement and agree to receive any copy at or before closing.
By signing below, you hereby acknowledge timely receipt of this notice, waive the timing requirement, and agree to receive such appraisal/valuation at closing.

Please confirm that you understand this is a commercial loan for business purposes only and you do not intend to occupy any property financed using proceeds from this loan as your primary residence.

Agreed & Accepted:

Applicant 1's Signature: ______________________________	**Date:** ____________________
Applicant 2's Signature: ______________________________	**Date:** ____________________

Disclosures and Consents - continued

ECOA – Equal Credit Opportunity Act Disclosure

ECOA Appraisal Report Disclosure

We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of the appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use, at your own cost.

Equal Credit Opportunity Act Disclosure of Right to Request Specific Reasons for Credit Denial

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact: Credit Department at 866-712-4175, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contact); because all or part of the applicant's income derives from any public assistance program; or because the applicant has a good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is:

Equal Credit Opportunity Act Information Fair Lending Notice

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contact); because all or part of the applicant's income derives from any public assistance program; or because the applicant has a good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
Washington, DC 20580

Patriot Act

Patriot Act Information Disclosure Customer Identification Program Important Information About Application Procedures

To help the US Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identified every person who opens an account. What does this mean to you: When you apply for a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Agreed and Accepted:

Applicant 1's Signature: ______________________________	**Date:** ______________
Applicant 2's Signature: ______________________________	**Date:** ______________

Construction Reserve / Fund Control

Construction reserve funds, if any, will be withheld from the initial funding of the loan. The Borrower will be required to provide a detailed scope of work for Lender's review prior to origination of the loan. This scope of work will be included in the loan documents. Borrower understands, acknowledges and agrees that Lender will not disburse funds in excess of the construction reserve amount. If excess funds beyond those in the construction reserve are required to complete work items included in the scope of work, Borrower shall be solely responsible for supplying such additional funds. Borrower is also solely responsible for supplying funds for unexpected expenses or costs incurred that are not included in the scope of work.

Work item(s) must be completed prior to disbursal of corresponding draw amount. **For avoidance of doubt, work items shall consist only of actual costs toward improvements to the property and shall not include any overhead of Borrower, Lender's interest, property taxes, property insurance, HOA dues and other costs which do not constitute improvements.** Upon each draw request, an inspection will be ordered with a 3rd party inspection company (Trinity or CFSI) and an inspector will contact you to confirm and schedule the site visit. The inspector will go the property with your budget and verify completed work and take photos. We will then review the inspection report and release funds based on the completed work and overall percentage of completion less the inspection fee. Each inspection has a fee of $200 or $225 which will be deducted from the approved funds (Larger projects consisting of multiple units may have a higher cost & will be confirmed prior to the first inspection.)
Typical turn-around time is 5-7 days from the date of request to the date of wire. The minimum amount of each draw request shall be equal to the greater of $5,000 or 10% of the total construction reserve.

Borrower understands, acknowledges and agrees that each draw disbursed by Lender shall be a percent, equal to the Lender-approved loan-to-cost ratio (construction reserve funds/Lender-approved budget for the scope of work), of the total amount of funds actually spent by Borrower on the work items and evidenced in the draw request, and approved by Lender in its sole and absolute discretion.

Borrower understands, acknowledges and agrees that Borrower must have the necessary funds from Borrower's own resources to fund the difference in actual costs in excess of loan funds advanced, if any, by Lender toward the work items. This includes paying for work items in advance of Borrower's receipt of loan funds advanced, if any, by Lender toward the work items.

Need to Know

* Prior to the 1st draw, the Deed of Trust must be recorded
* Soft costs require proof of payment for reimbursement
* Funds throughout the project are reimbursed based on physical completed work verified by an inspector with corresponding invoices
* Draws in any amount over 20k require a lien release from the contractor (if applicable) or invoices/receipts when there is no contractor involved
* Costs that are over budget or not included in the budget will not be reimbursed.
* Materials are not reimbursed until installed & verified by the inspection company
* No draws will be disbursed if the loan is delinquent
* Final inspections are required even if the property is listed
* We do not allow subordinated financing behind our loan without authorization

Agreed and Accepted:

Applicant 1's Signature: ____ **Date:** ______________________

Applicant 2's Signature: ____ **Date:** ________________________

Borrower Signature Authorization

Privacy Act Notice

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

Part I General Information

1. **Borrowing Entity**

   ____

   ____

   ____

2. **Name and address of Lender / Broker**

   Alliance Business Capital Inc.
   150 Mandalay Road
   Fort Myers Beach, FL 33931

3. **Date:** ____________________________________

4. **Loan Number:** ___________________________

Part II – Borrower Authorization

I hereby authorize the Lender/ Broker to verify my past and present employment earnings records, bank accounts, stock holdings, insurance information, and any other asset balances that are needed to process my mortgage loan application. I further authorize the Lender/ Broker to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a copy of this form will also serve as authorization.

The information the Lender/ Broker obtains is only to be used in the processing of my application for a commercial mortgage loan.

Agreed & Accepted:

Applicant 1's Signature: ____	Date: __________________
Applicant 2's Signature: ____	Date: __________________