TILA-RESPA Integrated Disclosures (TRID) Broker Training



A division of HomeBridge Financial Services, Inc.

TRID Highlights



- TRID Rules are effective with any loans originated on or after October
 3, 2015
- Any loan applications dated prior to October 3, 2015 will fall under the 2010 disclosure guidelines
- The new Loan Estimate (LE) combines the Initial Truth-in Lending disclosure (TIL) and Good Faith Estimate (GFE). The LE must be delivered or placed in the mail within 3 general business days of receipt of the application
- The new Closing Disclosure (CD) combines the Final Truth-in-Lending disclosure and HUD-1. The CD must be received by the consumer at least 3 specific business days prior to consummation (Note date)

Business Day Definitions



General Business Day:

A general business day is a day on which the creditor's offices are open to the public for all of its business functions ("open for business"). HomeBridge does not consider Saturday a general business day

- 3 general business days apply to requirements of:
 - Delivery of the Initial Loan Estimate (LE) Day 1 is the day after receipt of the application
 - Delivery of a revised LE for Change of Circumstance Day 1 is the day after the valid change

Specific Business day:

All calendar days except Sundays and legal public holidays

- 7 specific business days apply to the earliest available closing date after delivery of the LE – Day 1 is date LE is delivered
- 3 specific business days apply to the requirement of the Borrower's receipt of the Closing Disclosure (CD) prior to consummation – Day 1 is day after receipt of CD

Timing Examples



General Business Days

- Broker completes an application on Wednesday
 - Loan Estimate must be disclosed within 3 general business days
 - The Broker must deliver the LE by Monday Day 1 is Thursday, Day 2 is Friday and Day 3 is Monday

Specific Business Days

- Lender is ready to issue the Closing Disclosure on Wednesday
 - The Borrower has 3 specific Business Days to review the CD after receipt
 - Day 1 is Thursday, Day 2 is Friday and Day 3 is Saturday. The first day this loan is available to close would then be Monday

NOTE: The examples provided presume borrower's consent to receive disclosures electronically. Mailing disclosures will add on an additional 3 days to the waiting period

Loan Estimate



- A Loan Estimate will be required to be delivered to a customer no later than the 3rd general business day once 6 pieces of information are received:
 - Consumer's Name
 - Consumer's Income
 - Consumer's SS#
 - Property Address
 - Estimate of the Value of the Property
 - Mortgage Loan Amount Requested
- LEG Loan Estimate Generator
 - All approved business partners will have access to LEG via the Broker Portal. This enhancement will allow the Brokers to upload the FNMA 3.2, then enter the fees and LEG will produce the Loan Estimate for them
 - The Broker LE will be the binding LE for fee purposes

Loan Estimate Basics



New LE and CD forms will be more customer friendly

- Will use regular language
- Alphabetized fees by category
- Fees categorized by items customers can shop for and items customers cannot shop for
- Easier to read font
- Loan Estimate and Closing Disclosure will be very similar so the consumer can easily compare the 2 disclosures
- References to HUD line numbers will no longer be shown on the disclosures
- Two versions: LE for purchases and LE Alternate for refinances

Loan Estimate Basics (cont.)



- Important Information First
 - Rate
 - Payments
 - Costs at Closing
- Whole Dollar (\$) Amounts
 - Principal & Interest Payment is the exception
- Whole Percent (%) Values
 - If decimals round to max three places (ex. 3.875%)
- Blank Fields Never use N/A or NA
 - Inapplicable table(s)/section(s) entirely removed

Loan Estimate Page 1



General Loan Information

Loan Terms

Projected Payments

Costs at Closing

FICUS	BANK					
4321 Random Boulevard • Somecity, ST 12340			Save this Loan Estimate to compare with your Closing Disclosure.			
Loan Estimate DATE ISSUED 2/15/2013 APPLICANTS Michael Jones and M 123 Anywhere Stree Anytown, ST 12345 456 Somewhere Ave Anytown, ST 12345 SALE PRICE \$180,000		t		LOAN TERM PURPOSE PRODUCT LOAN TYPE LOAN ID # RATE LOCK	123450 □ NO Before of change	ise Rate ventional DFHA DVA D
Loan Term	ns			Can this an	nount i	ncrease after closing?
Loan Amount		\$162,000		NO		
Interest Rate		3.875% NO				
See Projected	rincipal & Interest Payments below for your al Monthly Payment	\$761.78		NO		
Prepayment Penalty		VES • As high as \$3,240 if you pay off the loan dur first 2 years		s \$3,240 if you pay off the loan during the		
Balloon Payment				NO		
Projected	Payments					
Payment Ca	alculation		Years 1	1-7		Years 8-30
Principal &	Interest		\$761.	78		\$761.78
Mortgage	Insurance	+	82			+ -
Estimated Amount can	Escrow increase over time	+	206			+ 206
Estimated Monthly P			\$1,05	50		\$968
& Assessme	Taxes, Insurance ents increase over time	\$206 a month	0 0 0	This estimate Property Tax Homeowner Other: See Section G on woperty costs se	es r's Insura page 2 fi	YES YES or escrowed property costs. You must pay for other
Costs at C	losing					
	Closing Costs	\$8,054		Includes \$5,672 in Loan Costs + \$2,382 in Other Costs – \$0 in Lender Credits. See page 2 for details.		
Estimated	Cash to Close	\$16,054	Includ	des Closing Costs. See Calculating Cash to Close on page 2 for details.		

Loan Estimate Page 2



Alphabetical fee naming

Fee lines are not numbered

Dollar amounts are rounded

Lender Paid Comp is not disclosed

Closing Cost Details

Loan Costs	
A. Origination Charges	\$1,802
.25 % of Loan Amount (Points)	\$405
Application Fee	\$300
Underwriting Fee	\$1,097

B. Services You Cannot Shop For	\$672
Appraisal Fee	\$405
Credit Report Fee	\$30
Flood Determination Fee	\$20
Flood Monitoring Fee	\$32
Tax Monitoring Fee	\$75
Tax Status Research Fee	\$110

C. Services You Can Shop For	\$3,198
Pest Inspection Fee	\$135
Survey Fee	\$65
Title – Insurance Binder	\$700
Title - Lender's Title Policy	\$535
Title - Settlement Agent Fee	\$502
Title – Title Search	\$1,261

D. TOTAL LOAN COSTS (A + B + C)	55.672

Other Costs	
E. Taxes and Other Government Fees	\$85
Recording Fees and Other Taxes Transfer Taxes	\$85
F. Prepaids	\$867
Homeowner's Insurance Premium (6 months)	\$605

Prepaid Interest (\$17.44 per day for 15 days @ 3.875%).

G. Initial Escrow Payme	ent at Closing	5413
ALC: A COMMENT OF THE PROPERTY	\$100.83 per month for 2 mo.	5202

\$105.30 per month for 2 mo. \$211

\$2,382

H. Other	\$1,017
Title - Owner's Title Policy (optional)	\$1,017

J. TOTAL CLOSING COSTS	\$8,054
D+1	\$8,054
Lender Credits	

I. TOTAL OTHER COSTS (E+F+G+H)

Calculating Cash to Close	
Total Closing Costs (J)	\$8,054
Closing Costs Financed (Paid from your Loan Amount)	\$0
Down Payment/Funds from Borrower	\$18,000
Deposit	- \$10,000
Funds for Borrower	\$0
Seller Credits	\$0
Adjustments and Other Credits	\$0
Estimated Cash to Close	\$16,054

Loan Estimate Page 3



Lender and Broker Information

Comparisons

- APR
- Total Interest Percentage

Additional Disclosures

- Appraisal
- Assumption
- Homeowner's Insurance
- Late Payment
- Servicing Disclosure

Additional Information About This Loan

LENDER NMLS/_LICENSE ID LOAN OFFICER

Ficus Bank Joe Smith

KAIL joesmitheficusbank.com

MORTGAGE BROKER NMLS'_LICENSE ID LOAN OFFICER NMLS'_LICENSE ID EMAIL PHONE

Comparisons	Use these measures to compare this loan with other loans.		
In 5 Years	\$56,582 Total you will have paid in principal, interest, mortgage insurance, and loan costs \$15,773 Principal you will have paid off.		
Annual Percentage Rate (APR)	4.274% Your costs over the loan term expressed as a rate. This is not your interest rate.		
Total Interest Percentage (TIP)	69.45% The total amount of interest that you will pay over the loan term as a percentage of your loan amount.		

Other Consideration	MS CONTRACTOR OF THE CONTRACTO
Appraisal	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 any appraisal, even if your loan does not close You can pay for an additional appraisal for your own use at your own cost.
Assumption	If you sell or transfer this property to another person, we will allow, under certain conditions, this person to assume this loan on the original terms. It will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 5% of the monthly principal and interest payment.
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.
Servicing	We intend ☐ to service your loan. If so, you will make your payments to us. ☐ to transfer servicing of your loan.

Confirm Receipt

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

Applicant Signature Da

Date

Co-Applicant Signature

Date

Fee Tolerance



Zero Tolerance:

- The creditor may never charge more than the estimated amount unless there is a "changed circumstance" (or other triggering event)
- Fees paid to the creditor, mortgage broker, or an affiliate of either
- Fees paid to an unaffiliated third party if the creditor did not permit the consumer to shop
- Transfer taxes.

10% Cumulative Tolerance:

- Recording fees
- Charges for third-party services where the charge is not paid to the creditor or the creditor's affiliate and/or
- Consumer is permitted by the creditor to shop, but selects a third-party service provider on the creditor's written list of service providers or does not shop

No Tolerance Limit:

- Prepaid interest; property insurance premiums; amounts placed into an escrow, impound, reserve or similar account
- Services required by the creditor if the creditor permits the consumer to shop and the consumer selects a third-party service provider not on the creditor's written list of service providers
- Charges paid to third-party service providers for services not required by the creditor (may be paid to affiliates of the creditor).

Fee Tolerance Examples



	Current GFE Rules	TRID RULES		
Block 1	Zero Tolerance	Zero Tolerance		
Origination Fees				
Block 3	10% Tolerance	Zero Tolerance		
Appraisal; Credit Rep	port			
Flood; Tax Service				
UFMIP				
Block 4 &5	10% Tolerance if provider	10% Tolerance if provider		
Title	selected from SPL	selected from SPL		
Escrow	No Limit if selected	No Limit if selected		
Ownerstitle	provider not listed on SPL	provider not listed on SPL		
Block 6	10% tolerance	10% Tolerance if Fee and Provider		
Services Can Shop				
For		are listed on SPL and Borrower		
		was given opportunity to shop		
Block 7	10% Tolerance	10% Tolerance		
Recording				
Block 8	Zero Tolerance	Zero Tolerance		
Transfer Taxes	Zero Folerance	Zero Folerance		
11 01131 E1 1 0 0 E 3				

Partners for the Path Ahead

Additional Information



- HomeBridge will require a signed Loan Estimate and Intent to Proceed
- The only fee that may be charged prior to delivery of the LE and receipt of the Intent to Proceed is the actual cost of a credit report
- Under TRID, a fee is considered imposed on a consumer if a creditor requires the consumer to provide a method of payment (including payment directly to a third party such as an AMC)- It is no longer acceptable to request information for payment of fees until the signed Intent to Proceed is received – even if that information is not used until receipt of the Intent to Proceed

Service Provider List



- The Service Provider List is now required to contain more detailed information including :
 - an estimate of individual fees performed by each service provider
 - contact information with physical address, e-mail address, and phone number.
- A provider must be listed for each fee the borrower is permitted to shop for
- If the consumer chooses a service provider on the list, these fees are included in the 10% cumulative tolerance. If they choose their own provider the charges are removed from the 10% tolerance.

Service Provider List	You can select these providers or shop for your own providers.				
Service	Estimate	Provider We Identified	Contact Information		
Pest Inspection Fee	\$135	Pest Co.	Jane Polk 123 Avenue A Anytown, ST 12345 janep@pestco.com 111-222-3333		
Survey Fee	\$65	Surveyor LLC	Bill Barnes 456 Avenue B Anytown, ST 12341 billb@surveyorllc.com 111-333-4444		
Title – Insurance Binder	\$700	Gamma Title Co.	Joanna Campbell 789 Avenue C		
Title – Lender's Title Policy	\$535		Anytown, ST 12333 joannac@gammatitle.com		
Title – Settlement Agent Fee	\$502		222-444-5555		
Title – Title Search	\$1,261				
Title – Lender's Title Insurance	\$1,100	Delta Title Inc.	Frank Fields 321 Avenue D		
Title – Other Title Services	\$1,000		Anytown, ST 12321 frankf@deltatitle.com		
Title – Settlement Agent Fee	\$350		222-444-6666		

Partners for the Path Ahead

The Closing Disclosure



The Lender is responsible for ensuring that the borrower receives the Closing Disclosure no later than 3 specific business days before consummation

 Consummation is defined under Reg Z as the time that a consumer becomes contractually obligated (Note date) on a credit transaction

This new timing requirement will impact the scheduling of all closings

- Redisclosure and an additional 3 specific business days will apply when:
 - The disclosed APR becomes inaccurate: increase of .125% for fixed rate and ARM
 - The loan Product changes. Product is now defined (Fixed, ARM, etc.)
 - A pre-payment penalty is added (HomeBridge does not currently offer a pre-payment penalty)
- Redisclosure of the CD for any other reason will require a one day waiting period

The Closing Disclosure (cont.)



- The Settlement Agent must provide the seller with the Closing Disclosure
- Unlike the Loan Estimate, dollar amounts are not rounded on the CD
- Percentages are rounded to 3 places (ex. 3.875%)
- Adjustable Interest Rate (AIR) and Adjustable Payment (AP) Tables do not show on CD form if they do not apply to the loan
- Not permitted to use N/A
- More important and usable information appears first on the form
- The CD is designed to provide information to help consumers understand all of the costs of the transaction and the total cash needed to close



General Loan Information

Loan Terms

Projected Payments

Costs at Closing

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 **Closing Date** 4/15/2013 Disbursement Date 4/15/2013 Settlement Agent 12-3456 Etle # Property

Sale Price

Epsilon Title Co. 456 Somewhere Ave Anytown, ST 12345

\$180,000

Anytown, ST 12345 Steve Cole and Amy Doe 321 Somewhere Drive Anytown, ST 12345 Ficus Bank

Michael Jones and Mary Stone

123 Anywhere Street

Transaction Information

Loan Information Loan Term 30 years Purpose Purchase Fixed Rate

Loan Type
Conventional
FHA DVA D. 123456789 MIC# 000654321

Loan Terms		Can this amount increase after closing?
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest See Projected Payments below for your Estimated Total Monthly Payment	\$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	L			
Payment Calculation	Years 1-7		١	ears 8-30
Principal & Interest		\$761.78		\$761.78
Mortgage Insurance		82.35	+	_
Estimated Escrow Amount can increase over time	•	206.13	•	206.13
Estimated Total Monthly Payment	\$1,050.26			\$967.91
Estimated Taxes, Insurance & Assessments Amount can increase over time	\$356.13 a month	This estimate include Property Taxes Homeowner's Insur Other: Homeowner'	rance	In escrow? YES YES NO
See page 4 for details		See Escrow Account on p	age 4 for details. You	must pay for other property

Costs at Closing	1	
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



- Loan Costs and Other Costs sections (same as LE)
- A,B,C format with section naming
 - Line numbers and numerical sections (800, 900, etc.) are no longer used
- Alphabetical fee naming
- No rounding
- Sections are subtotaled (as LE)
- Purchase transaction: Borrower Paid, Seller Paid, Paid by Others columns (ex. Lender Paid Compensation)
- Refinance transaction: Only
 Borrower Paid and Paid by Others
 columns are used

	_	Borrower	-Paid	Salla	r-Paid	Paid by
Loan Costs		At Closing B	efore Closing	At Closing	Before Closing	Others
A. Origination Charges	_	\$1,802	.00			
01 0.25 % of Loan Amount (Point	s)	\$405,00				\$1,500
02 Application Fee		\$300.00				71,500
03 Underwriting Fee		\$1,097.00				LPC
04						LIC
05						
06 07						
08						-
B. Services Borrower Dtd Not Sh	op For	\$236.5	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						_
C. Services Borrower Dtd Shop F	or	\$2,655.	50			
01 Pest Inspection Fee	to Pests Co.	\$120.50				
02 Survey Fee	to Surveys Co.	585.00				
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				
05 Title - Title Search	to Epailon Title Co.	\$800.00				
07						
08						
D. TOTAL LOAN COSTS (Borrowe	r-Paid)	\$4,694.	.05			
Loan Costs Subtotals (A + B + C)		\$4,664.25	\$29.80			

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		
I. TOTAL OTHER COSTS (Borrower-Paid)	\$5,018.05		
Other Costs Subtotals (E + F + G + H)	\$5.018.05		

CLOSING DISCLOSURE

Closing Cost Dotails

PAGE 2 OF 5 - LOAN ID # 123456789

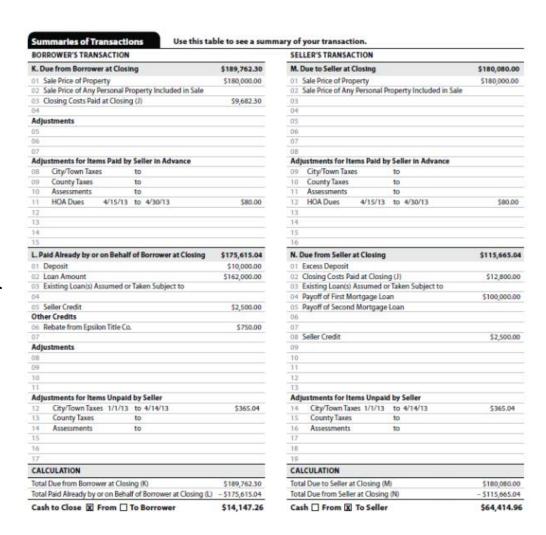


Calculating Cash to Close	Use this table to see what has changed from your Loan Estimate.			
	Loan Estimate	Final	Did this change?	
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES See Total Loan Costs (D) and Total Other Costs (I)	
Closing Costs Paid Before Closing	\$0	- \$29.80	YES • You paid these 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		

- Replaces the HUD-1 page 3 comparison chart
- Comparison of LE to Final charges and discloses whether a change has occurred
- Section is dynamic in that only those sections that have changed are given further detail
- If a cure is needed for a tolerance violation it is disclosed here as Lender
 Credit and the credit itself is shown on Page 2



- Similar to page 1 of HUD-1
- Provides breakdown of both borrower and seller transaction
- Adjustments for tax or HOA proration
- Deposits, loan amount, other credits and payoffs



Closing Disclosure Page 3 Refinances



- Payoffs and Payments
 - Name of payee
 - Description of payoff
 - Amount of payoff Calculating
- Cash to Close is moved to bottom of page
- Alternate page lends to the dynamics of the form. If a seller is not a part of the transaction then there is no seller information shown

0	AMOUNT
Rho Servicing to pay off existing loan	\$115,000.00
2	
3	
•	
5	
,	

Calculating Cash to Close	Use this tal	Use this table to see what has changed from your Loan Estimate.			
	Loan Estimate	Final	Did this change?		
Loan Amount	\$150,000.00	\$150,000.00	NO		
Total Closing Costs (J)	- \$5,099.00	- \$5,757.57	YES - See Total Loan Costs (D) and Total Other Costs (I)		
Closing Costs Paid Before Closing	50	\$435.00	YES • You paid these Closing Costs before closing		
Total Payoffs and Payments (K)	- \$120,000.00	-\$115,000.00	YES - See Payoffs and Payments (K)		
Cash to Close	\$24,901.00 From X To Borrower	\$29,677.43 From X To Borrower	Closing Costs Financed (Paid from your Loan Amount) \$5,322.57		

E-Disclosures/E-Consent



- In accordance with new regulations, HomeBridge must send all re-disclosures and the Closing Disclosure directly to the Borrower(s). E-disclosure will be the preferred method for timing requirements that must be adhered to. HomeBridge will be asking all Borrowers to consent to receive disclosures electronically. Training and job aids on how E-Consent will be delivered to the borrowers will follow.
- **Please note, any "title-only" parties involved in a transaction must also sign E-Consent so they may receive the CD prior to closing as well as the mortgage Borrower(s)

Resources



For further study on the new TILA – RESPA Disclosure Rule check out the following:

■ The CFPB has been conducting a series of webinars concerning the new rule. Recorded versions and PDF's for these sessions can be found at:

https://consumercomplianceoutlook.org/outlook-live/

Ellie Mae also has a series of webinars concerning Integrated Disclosures.
You can view previously recorded sessions at:

http://www.elliemae.com/resources/webinars

 On the CFPB website, you can view blank LE's and CD's as well as completed samples of both

<u>http://www.consumerfinance.gov/regulatory-implementation/tila-respa/</u>