

COYOTE CAPITAL INVESTMENTS, LLC

Non-Consumer Application for Investor Financing – Page 1

This is not a commitment to lend. All loan applicants must submit a complete application, all required loan documentation, and satisfy all contingencies of loan approval. Loan approval will be subject to a satisfactory review of the property (an appraisal may be required), title review, and review of the applicant's financial condition (proof of funds to close, rehab costs, and payment reserves may be required).

APPLICANT

Name: _____
SSN: _____ DOB: _____
Home Addr: _____
City: _____ St _____ Zip _____
Cell: _____ Ph: _____
Email: _____

CO-APPLICANT

check if spouse

Name: _____
SSN: _____ DOB: _____
Home Addr: _____
City: _____ St _____ Zip _____
Cell: _____ Ph: _____
Email: _____

BUSINESS ENTITY TAKING TITLE TO THE PROPERTY: N/A

Entity Name: _____ EIN: _____
Signer: _____ Manager Member Other _____

MAILING ADDRESS: Same as above

Other: _____
City: _____ St _____ Zip _____

INCOME / ASSETS:

Combined Monthly Income: \$ _____ Assets: \$ _____

Source of funds for down payment, monthly Interest payments, property rehab, hazard insurance, and taxes:

Check all that apply: Reserves, other employment, Rental Income, Other _____

COYOTE CAPITAL INVESTMENTS, LLC

Non-Consumer Application for Investor Financing – Page 2

VESTING (non-business entity only):

Single Man Single Woman Unmarried Man Unmarried Woman
 Husband & Wife Married Man Sole & Separate Married Woman Sole & Separate
 Widower Widow Other _____

LOAN PURPOSE: Purchase Purchase & Rehab Refinance Construction

PROPERTY INFORMATION:

Address (street, city, St, zip): _____
Legal: _____
Assessor Parcel No.: _____ County _____
Type: SFR Condo Townhome Land _____
Estimated Current Value: \$_____ (as is)

INTENDED BUSINESS USE OF PROPERTY:

Fix & Flip Rehab & hold as Rental Property Rental Property Spec Construction
Number of months needed to Rehab/Build: _____ Estimated Rental Income: \$ _____
Estimated Cost to Rehab/Build: \$ _____ Est. Value after completion: \$ _____

SIGNATURES:

Each of the undersigned specifically represents to Lender and agrees and acknowledges that the information provided in this application is true and correct as of the date set forth below my signature and that any intentional or negligent misrepresentation of this information may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or 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.

Applicant: _____ Co-Applicant: _____
Date: _____ Date: _____

COYOTE CAPITAL INVESTMENTS, LLC

Non-Consumer Disclosure Notices – Page 1

Applicant Name Co-Applicant Name	Property Parcel Number County
Entity Name	

AFFIDAVIT OF OCCUPANCY

The property for which this loan is given cannot be owner-occupied. This is an investment property for investment purposes only. The Applicant(s) acknowledge it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 187, United States Code, Section 1014.

Initial

FAIR CREDIT REPORTING ACT

An Investigation may be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

Initial

BORROWER AUTHORIZATION

I hereby authorize the Lender to order a consumer credit report. The information the Lender obtains is only to be used in the processing of my application for a mortgage loan.

Initial

LOAN SERVICING

“Servicing” refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. **The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.**

Initial

PATRIOT ACT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account 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.

Initial

I acknowledge receipt of a copy of this form by signing and dating below.

Applicant

Date

Co-Applicant

Date

COYOTE CAPITAL INVESTMENTS, LLC

Non-Consumer Loan Terms – Page 1

Applicant Name	Property
Co-Applicant Name	
Entity Name	
Parcel Number	
County	

LOAN TERMS	
Interest Rate: TBD	Default Rate after 10-day grace period: TBD
Payments: Interest Only	Term: 6 months
No Pre-Payment Penalty	30 Days minimum interest due

LOAN CONDITIONS <i>(Initial all sections)</i>	
_____	Borrower acknowledges that this loan is for an acquisition or refinance of an investment property and Borrower has no intention of occupying the property as a primary or secondary residence.
Initial	
_____	Coyote Capital Investments, LLC will be in first lien position at all times.
Initial	
_____	Borrower will, at Borrower’s cost, place Title Insurance on the property prior to or at the time of the Loan Funding, guaranteeing that the Loan is in first lien position.
Initial	
_____	Borrower will, at Borrower’s cost, place at minimum, a six month property insurance binder on the property, showing COYOTE CAPITAL INVESTMENTS, LLC as mortgagee. The coverage must indicate the property as an <i>investment</i> and never for a primary residence. The address for the Insured must not be the subject property address. If we receive a notice of cancellation or your insurance policy lapses for any reason, we will place forced insurance on the property and you will be responsible for all costs plus a \$200 service fee.
Initial	
_____	Borrower acknowledges there will be a Document preparation fee due at the closing of this loan. The fee ranging between \$975 and \$2,000 will be determined after a review of qualifying factors such as Interest Rate, Loan to Value (LTV), and Term.
Initial	
_____	Borrower acknowledges that the term of the Loan is 6 months and that the term may be extended, at the Lender’s discretion, an additional 6 months for a fee of \$800.
Initial	

INVESTOR and LENDER RECEIPT and ACKNOWLEDGEMENT

By signing and dating below, I acknowledge receipt of a copy of the Application, Disclosures, and Loan Terms.

Applicant	Date	Co-Applicant	Date
MLO: _____	_____		
Coyote Capital Investments, LLC	Date		
NMLS#: _____			

COYOTE CAPITAL INVESTMENTS, LLC

Use of Proceeds: Business Purpose Declaration

Applicant Name Co-Applicant name	Property Parcel Number County
Entity Name	

Investor hereby acknowledges that the financing being provided is being used for the acquisition of an Investment Property. If the subject property is a single family residence, townhome or condominium, Investor expressly warrants that the property represents a commercial purchase for profit venture, and that the borrower will not and has no intention of occupying the property as a primary or secondary personal residence.

Investor agrees and acknowledges that this Investor certificate and the representation herein are a material inducement for Lender to fund the subject loan, and Investor acknowledges that the Lender would not have considered funding the loan if the certification and representation was not tendered by Investor.

Investor understands that the Lender is providing private money for loan funds and that the Lender is a private money source.

Investor certifies that the loan funds provided will in no way be considered a "Consumer Loan" because borrower is representing himself or herself as a Professional Real Estate Investor.

Borrower acknowledges that he/she has multiple sources for the funding of this subject loan and selected the Lender for various business and economic reasons. **THIS LOAN IS NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD USE OR PURPOSES.**

AGREED AND ACCEPTED:

Investor Signature	Date	Co-Investor	Date
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COYOTE CAPITAL INVESTMENTS, LLC

Addendums

Buyer:

Entity:

Property:

COE:

(Date)

HAZARD INSURANCE ADDENDUM

1. Hazard Insurance: One of the terms in your new loan is that you will always have enough hazard insurance to cover our loan amount. Please call one of our approved agents to insure your property. Refer to our preferred vendor tab on our website for names and phone numbers.
2. We will not fund any loans until we have a fully paid six month hazard insurance binder on the property.

We have chosen the following insurance agent to insure the subject property:

Company: _____

Agent: _____

Phone: _____ Email: _____

3. Hazard Insurance: If we receive a notice of cancellation or your insurance policy lapses for any reason, we will place forced insurance on the property. You will be responsible for all costs plus a \$200.00 service fee.
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TITLE INSURANCE ADDENDUM

1. Title Insurance: Another term of your loan calls for Title Insurance. We will order the policy and require the appropriate amount to cover the policy costs at the time of closing.
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PLEASE CALL US IMMEDIATELY IF YOU HAVE QUESTIONS ABOUT THE ABOVE REQUIRED TERMS.

I acknowledge that I must provide proof of hazard insurance covering the value of the loan during the life of the loan, and that I am responsible for the cost of Title Insurance to be ordered by the Lender.

Applicant Signature

Co-Applicant Signature

COYOTE CAPITAL INVESTMENTS, LLC

Unconditional Guarantee of Payment

FOR VALUABLE CONSIDERATION, the undersigned, _____ (hereinafter called "Guarantors"), jointly and severally, unconditionally guarantee and promise to pay Coyote Capital Investments, LLC ("Lender"), or order, upon demand, in lawful money of the United States, the obligations under that Promissory Note (the "Note") dated _____ including principal and/or interest.

Final Loan Amount:

The home cannot be owner occupied and the loan cannot be for personal, family, or household use or purposes.

The obligation of Guarantors and each of them hereunder are independent of the obligation of Borrower, and a separate action may be brought and executed against the Guarantors hereunder or otherwise, whether action is brought against Borrower or whether Borrower be joined in such action; and Guarantors waive the benefits of any statute of limitations affecting their liability hereunder or the enforcement thereof.

The obligation of each Guarantor hereunder is joint and several, and independent of the obligation of every other Guarantor hereunder or of any other Guarantor, or of Borrower, and separate action or actions may be brought and executed against any one or more of the Guarantors hereunder or otherwise, whether action is brought against Borrower or any other Guarantor, or whether Borrower or any other Guarantor be joined in such action or actions; and Guarantors waive the benefits of any statute of limitations affecting their liability hereunder or the enforcement thereof.

Any indebtedness of Borrower now or hereafter held by Guarantors is hereby subordinated to the indebtedness of the Borrower under Note; and such indebtedness of Borrowers to Guarantors, if the Lender so requests, shall be collected, enforced and received by the Note, but without inducing or affecting in any manner the liability of Guarantors under the other provisions of the Guarantee.

Guarantors agree to pay reasonable attorney fees and all other costs and expenses which may be incurred by Lender in the enforcement of this Guarantee.

This guarantee shall be constructed in accordance with the laws of the State of Arizona, and be enforced by Lender in the State Superior Court, Maricopa County Arizona.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Guarantee this ____ day of _____, 20____.

Borrower Signature

Co-Borrower Signature

SSN

Date

SSN

Date