

# CALIFORNIA PER DIEM INTEREST DISCLOSURE

Lender: NLC FINANCIAL

Borrower(s): JASON SAMPLE, LINDSEY SAMPLE

Property Address: 123 MAIN STREET, SOMEWHERE, CALIFORNIA 90000

In this disclosure, the terms "I," "me," "my" and "mine" refer to the above-named Borrower(s), and the terms "you" and "your" refer to the above-named Lender.

I understand and acknowledge that pursuant to applicable California law:

1. I may not be required to pay interest on my loan for any period that meets any of the following requirements:
  - (a) Is more than one day prior to the date that the loan proceeds are disbursed from escrow;
  - (b) In the event of no escrow, if a request for recording is made in connection with the disbursement, is more than one day prior to the date the loan proceeds are disbursed to me, to a third party on my behalf, or to the Lender to satisfy an existing obligation of mine; or
  - (c) In all other circumstances where there is no escrow and no request for recording, is prior to the date funds are disbursed to me, to a third party on my behalf, or to the Lender to satisfy an existing obligation of mine.
2. Notwithstanding the foregoing, interest may commence to accrue on the business day immediately preceding the day of disbursement, for obligations described in subparagraphs (a) and (b) of paragraph 1 above, if both of the following occur:
  - (a) I affirmatively request, and you agree, that the disbursement will occur on Monday or a day immediately following a bank holiday; and
  - (b) The following information is disclosed to me in writing:
    - i. the amount of additional per diem interest charged to facilitate disbursement on Monday or the day following a holiday, as the case may be, and
    - ii. that it may be possible to avoid the additional per diem interest charge by disbursing the loan proceeds on a day immediately following a business day.

My choice is indicated below:

- Please arrange for the disbursement of the loan proceeds on a day immediately following a business day.
- Please arrange for the disbursement of the loan proceeds on \_\_\_\_\_, a date that is either a Monday or a day immediately following a bank holiday. I understand that in order to accommodate disbursement on that date, I will be charged, and I agree to pay, additional per diem interest for \_\_\_\_\_ days at \$ \_\_\_\_\_ per day, for a total additional per diem interest charge of \$ \_\_\_\_\_. I also understand that it may be possible to avoid this additional per diem interest charge by disbursing the loan proceeds on a day immediately following a business day.

By signing below, I acknowledge that I have received and read this disclosure prior to the time funds are placed in escrow. This disclosure is neither a contract nor a commitment to lend.

\_\_\_\_\_  
Borrower JASON SAMPLE Date

\_\_\_\_\_  
Borrower LINDSEY SAMPLE Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Lender Representative Signature

LOAN REP  
\_\_\_\_\_  
Print Name of Lender Representative