



**Frequently Asked Questions and Answers  
About the Ameriquest Multistate Settlement  
and How to Complete Your Release Form**

- Every state (except Virginia) and the District of Columbia entered into a settlement resolving claims that Ameriquest Mortgage Company, Town and Country Credit Corp. and AMC Mortgage Services, Inc. (formerly doing business under the name Bedford Home Loans) engaged in unlawful mortgage lending practices from January 1, 1999 through December 31, 2005. All three of these companies and their holding company, ACC Capital Holdings Corporation, are called the “Ameriquest parties” in this Frequently Asked Questions (“FAQ”) pamphlet.
- **You are eligible to participate in the Settlement and receive a restitution payment.** The minimum amount you’re eligible to receive is listed in the second paragraph of your Notice letter. Your participation is voluntary, but to obtain your payment, you must complete, sign and return the Release Form that is included with your Notice letter by September 10, 2007.
- Your rights are affected whether you do or do not respond to this Notice, so please read this FAQ pamphlet carefully before you decide whether to participate in the Settlement. A more detailed FAQ is available at the Settlement Web site, [www.ameriquetmultistatesettlement.com](http://www.ameriquetmultistatesettlement.com).

**YOUR CHOICES:**

<i><b>You may:</b></i>		<i><b>Due Date</b></i>
<b>PARTICIPATE IN THE SETTLEMENT BY MAILING YOUR SIGNED RELEASE FORM</b>	This is the only way to get your restitution payment. By signing and sending in your Release Form by the due date, you will be giving up the right to file your own lawsuit or be part of a class action against the Ameriquest parties, except in certain circumstances. This is explained in more detail in this pamphlet.	<b><i>POSTMARKED BY SEPTEMBER 10, 2007</i></b>
<b>DECIDE NOT TO PARTICIPATE IN THE SETTLEMENT AND DO NOTHING</b>	If you do nothing – or if you don’t mail your signed Release Form by the due date – that means you have decided not to participate in the Settlement. You won’t receive a restitution payment, but you will keep the right to file your own lawsuit or be part of a class action against the Ameriquest parties. This is explained in more detail in this pamphlet.	

This FAQ pamphlet further explains your rights and choices. It also gives you information about how to complete your Release Form.

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## PARTICIPATION IN THE SETTLEMENT

### 1. Is participation in the Settlement voluntary?

Yes. You are completely free to choose to participate, or not to participate, in the Settlement.

### 2. What happens if I choose to participate in the Settlement?

If you choose to participate in the Settlement, you must sign and return the Release Form and Substitute W-9 Form that came with your Notice letter. By participating you will: (1) receive a restitution payment of at least the amount stated in your Notice Letter, and (2) give up the right to sue the Ameriquest parties regarding any of the business practices described in Question 12 below. This means you can't file your own individual lawsuit (unless the mortgage loan identified on the Release Form is now in foreclosure, or goes into foreclosure in the future), or join another lawsuit filed by another person, such as a class action. The rights you are giving up by participating in the Settlement are explained in more detail in Questions 12 through 17 below.

### 3. If I choose to participate in the Settlement, can I change my mind later?

No. Once you sign and return the Release Form, your decision to participate in the Settlement and release the Ameriquest parties is final, and you cannot change your mind under any circumstances.

### 4. What if I choose not to participate in the Settlement?

If you choose not to participate in the Settlement, do not sign and return your Release Form. Your decision not to participate by not returning your signed Release Form (or by not returning it on time) is also final. If you do not sign and return the Release Form postmarked by September 10, 2007, you will not receive any restitution payment from the Settlement, but you will keep the right to bring your own suit, or be part of a class action, against the Ameriquest parties.

### 5. Can you give me any advice on whether I should participate in the Settlement?

As explained above, it's your choice whether to participate in the Settlement. Neither the Settlement Administrator, nor the Ameriquest parties, nor the States can give you any legal or other advice about whether you should participate. If you want advice about whether to participate, you are encouraged to consult a private attorney or, if you qualify, a legal aid or legal services organization.

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Page 2





**6. The Notice letter I received was forwarded to me at a new address. Do I need to tell anyone about my address change?**

Yes. If your address has changed, you should contact the Settlement Administrator to provide your new address. You can call the Administrator toll free at 1-800-420-5875 (hearing impaired call 1-866-494-8274), or send an e-mail to [info@ameriquestmultistatesettlement.com](mailto:info@ameriquestmultistatesettlement.com). If you decide to participate in the Settlement, you should also provide updated address information on your Release Form.

**THE SETTLEMENT BENEFITS**

**7. Why does my Notice letter only tell me the minimum amount I can receive?**

The restitution amount in your Notice letter is the amount you will receive if all eligible borrowers decide to participate in the Settlement. However, some borrowers may choose not to participate, and their shares may be available for distribution to some or all of the borrowers who choose to participate. Also, the money in the Settlement Fund is currently being held in trust. Interest earned on the Fund may also be available for distribution to borrowers.

Please remember that we can't guarantee you will receive more than the minimum amount, and we can't estimate the amount of additional funds, if any, that might be available. You should assume you will receive only the restitution amount stated in your Notice letter when deciding whether to participate in the Settlement.

**8. When will I receive my restitution payment?**

Because this Settlement involves hundreds of thousands of consumers across the country, it will take some time to process all Release Forms. If everything goes as planned, restitution checks will be mailed in Fall 2007. Please check the Settlement Web site periodically for updates on when the checks will be mailed. The Web site is [www.ameriquestmultistatesettlement.com](http://www.ameriquestmultistatesettlement.com).

**HOW TO OBTAIN YOUR RESTITUTION PAYMENT**

**9. How do I participate in the Settlement?**

To participate, all borrowers on the loan must sign and return the Release and Substitute W-9 Forms, postmarked no later than September 10, 2007, to:

Ameriquest Settlement Administrator  
P.O. Box 1855  
Faribault, MN 55021-7110

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Page 3



Before signing the Release Form, each borrower should carefully read the release language in Section II of the Form, as well as the information in this pamphlet. Part A of Section II of the Release Form explains the legal rights you are giving up by signing and returning the Form, and Part B is the formal Release of Claims. Remember that you must sign the Release Form in Section III. We also ask that you provide the phone number and e-mail address (if available) of each borrower on the loan. Finally, if the address listed for you or any co-borrower is not correct, please update this information in the lines provided on the first page of the Release Form.

You must also complete and sign the Substitute W-9 Form that has been included with your Release Form.

A postage-paid envelope has been included with your Notice packet. To use this envelope to mail your completed Release and W-9 Forms to the Settlement Administrator, simply tear off the front flap of your packet (the part with your address printed on it) at the perforation. Please remember to keep a copy of your signed Release Form.

**\*\* Important Reminder \*\* All borrowers on the loan (all of whose names should be listed on the Release Form) must sign and date the Form before it is mailed to the Settlement Administrator.** See Question 11 below for instructions about what to do if you have difficulties in getting the signature of any of the borrowers on the loan.

**10. Why are you asking me to send a Substitute W-9 Form with my Release Form? Does that mean I have to pay taxes on my payment?**

We are asking you to complete and mail a Substitute W-9 Form with your Release Form because it is possible we may be required to report the amount of your restitution payment to the IRS. You may also receive an IRS Form with your check. This does not necessarily mean that you will have to pay taxes. Neither the Settlement Administrator, nor the States, nor the Ameriquest parties can give you tax or other legal advice on this matter. Whether your restitution payment is taxable will depend on several factors. If you have tax questions, you should contact a local tax preparer or advisor.

Your social security number will be kept confidential and will not be used for identification or verification purposes. No one from the States or the Settlement Administrator will call you and ask you to provide or verify your social security number over the phone.

**11. What if I can't get a borrower's signature because the borrower is deceased or under guardianship, or there has been a divorce or separation?**

When possible, please make every effort to obtain the signature of all borrowers on the loan. That is the best way to ensure you will receive your restitution payment. But, if you are unable to obtain a borrower's signature because of

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Page 4





special circumstances, you should fill out, sign and return the Release Form yourself. You must also include with the Release Form:

- (1) A letter containing an address and phone number where you can be contacted during the day, and explaining why you were unable to obtain the borrower's signature; **and**
- (2) Copies (not originals) of any legal documents showing the special circumstances (for example, a copy of a divorce decree or separation agreement, death certificate, affidavit of survivorship or court order appointing an executor, administrator or guardian of the borrower's estate, etc.).

Your Release Form and letter of explanation must be postmarked no later than September 10, 2007. By meeting this deadline, you will be able to participate in this Settlement, so long as you also promptly provide any other supplemental information the Administrator may ask for after reviewing your submission.

The Settlement Administrator will review your explanatory letter and any accompanying legal documentation and will notify you if the explanation is accepted or rejected, or if further information is necessary before it can be accepted. If you have any questions about your special circumstances, you may contact the Settlement Administrator by calling toll free 1-800-420-5875 (hearing impaired call 1-866-494-8274), or sending an e-mail to [info@ameriquestmultistatesettlement.com](mailto:info@ameriquestmultistatesettlement.com).

#### THE EFFECT OF SIGNING THE RELEASE FORM

### 12. Can you give me a summary of what it means if I sign the Release Form?

If you sign and return your Release Form, then, in exchange for your restitution payment, you will "release" (that is, give up the right to sue) the Ameriquest parties with respect to any claim about the mortgage loan listed on your Form that is based on any of the following business practices:

Any representations or misrepresentations, disclosures, omissions, or any other acts by the "Ameriquest Parties" regarding:

- (a) Loan types and terms, including discount points, interest rates, origination fees, monthly payment amounts, terms of adjustable rate and fixed-rate mortgages and prepayment penalties.
- (b) Written disclosures, including the Good Faith Estimate, and other documents provided by any of the Ameriquest Parties to Potential Borrowers.
- (c) The benefits of obtaining a loan or a repeat refinancing with any of the Ameriquest Parties.
- (d) Coordination between the Ameriquest Parties and debt collectors, such as payments made to debt collectors in exchange for referrals.
- (e) Delays in completion of the underwriting or delays in the funding of a loan.
- (f) Loan closings.
- (g) Appraisals.
- (h) Stated income loans.
- (i) Disclosures to non-English speaking Borrowers and Potential Borrowers.

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Page 5



This means that if you sign and return your Release Form by the due date, you will receive your restitution payment. However, you won't be able to file or continue a lawsuit on your own, or join a lawsuit filed by someone else (such as a class action), against any of the "Ameriquet Parties" based on any of the business practices listed above.

The Ameriquet Parties you are releasing include the company that gave you your mortgage loan as well as its employees and agents. Please read the Appendix to this FAQ pamphlet for the complete definition of the "Ameriquet Parties." The Appendix also includes definitions of other words or terms used in the listing of business practices above and in your Release Form. If you have additional questions regarding any of the terms, please visit the Settlement Web site at [www.ameriquetmultistatesettlement.com](http://www.ameriquetmultistatesettlement.com), or contact the Settlement Administrator by phone at 1-800-420-5875 (hearing impaired call 1-866-494-8274), or by sending an e-mail to [info@ameriquetmultistatesettlement.com](mailto:info@ameriquetmultistatesettlement.com).

***Please remember, even if you sign and return the Release Form, you will still be able to raise any of the claims described above in any current or future foreclosure proceeding regarding the loan identified on the Release Form. In this situation, the Release will not apply.***

### 13. Can I sue Ameriquet if I sign and return the Release Form?

If you sign and return the Release Form, you cannot sue any of the Ameriquet parties claiming that any of the business practices listed in Question 12 above occurred with respect to the mortgage loan identified on your Form. That includes filing your own lawsuit, continuing any lawsuit you have already filed or joining another lawsuit (such as a class action lawsuit). The only exception is if the loan identified on your Release Form is now in or later goes into foreclosure. As more fully described in Question 18 below, even if you participate in this Settlement, you are not giving up your right to present any claims you have in response to a foreclosure.

Remember, if you sign and return the Release Form, you are not giving up any right to sue an Ameriquet party with respect to: (a) any claim you may have that is not about any of the business practices listed in Question 12 above, or (b) a different mortgage loan.

If you have already filed your own lawsuit against the Ameriquet parties regarding any mortgage loan, be sure to talk to the attorney representing you in that lawsuit before signing and returning any Release Form. Even if you have not already filed your own lawsuit, you may want to talk to a private attorney or, if you qualify, a legal aid or legal services organization before deciding whether to participate in this Settlement.

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Page 6





**14. Can I still be part of a class action if I participate in this Settlement?**

By signing and returning your Release Form, you are also giving up the right to be part of a class action lawsuit against any of the Ameriquest parties about any of the business practices listed in Question 12 above with respect to the loan identified on your Form.

**15. Is there anything you can tell me about the class action lawsuits that have been filed against the Ameriquest parties?**

Several lawsuits have already been filed by borrowers who obtained real estate loans from the Ameriquest parties some time between January 1, 1999 and December 31, 2005. These borrowers claim that the Ameriquest parties engaged in one or more of the business practices described in Question 12 when they got their loans. They are asking the courts to allow them to represent a “class” or group of other borrowers on the grounds that the Ameriquest parties engaged in the same practices when those other borrowers obtained their mortgage loans.

One or more of the borrowers in those cases may have said that you are a part of the class that they are seeking to represent. However, only one of these courts so far has decided to allow the case to go forward as a class action. That case is in Minnesota and is called *Ricci & Baumgartner v. Ameriquest Mortgage Company*. There, the court certified a class of Minnesota homeowners who obtained mortgages from Ameriquest from February 17, 1999 to the present. None of the courts in any of the other lawsuits have decided yet whether to allow them to go forward as class actions or, if so, who should be included in any class. The courts may make that decision soon, or they may not make it until after your deadline for deciding whether to participate in this Settlement. There is no way of knowing for certain whether the courts will allow any of these cases to go forward as class actions, or whether you would be a member of any class allowed.

There is also no way to know, if a class is allowed, whether any of the cases (including the Minnesota case) will be successful or how much money, if any, will be paid to borrowers who choose to be part of the class actions. Nor can we tell you whether the amount that might be paid to you as a member of any such class would be less or more than the minimum restitution payment for which you are eligible under this Settlement, or when any payments may be made.

However, neither the Settlement Administrator, nor the Ameriquest parties, nor any of the States can give you any legal advice about whether you should participate in this Settlement or should instead try to participate in a class action. If you wish legal advice about whether to participate in the Settlement, you should contact a private attorney or, if you qualify, a legal aid or legal services organization.

You can find more information about class actions generally on the Settlement Web site at [www.ameriquestmultistatesettlement.com](http://www.ameriquestmultistatesettlement.com). You can read the court order

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Page 7



allowing a class action in the Minnesota case by visiting the court's Web site at <http://www.courts.state.mn.us/district/4/>.

**16. Is there anything you can tell me about what might happen if I bring my own lawsuit or join a class action instead of participating in the Settlement?**

If you choose not to participate in the Settlement and decide either to file your own lawsuit or join a class action based on the practices listed in Question 12, the amount you might recover could be zero, some amount less than the minimum restitution payment for which you are eligible, or some amount more than your minimum restitution payment. Which of those results you might get depends upon a number of factors. However, we can't give you any legal or other advice about any of those factors or possible outcomes, or whether you should participate in the Settlement. To get specific advice about possible outcomes of any lawsuit you might consider bringing yourself or joining, you should contact a private attorney or, if you qualify, a legal aid or legal services organization.

**17. What if I have had more than one Ameriquest mortgage loan?**

You will receive a separate Notice letter and Release Form for **each** loan you obtained from an Ameriquest party that is eligible for a restitution payment. If you have more than one eligible loan, it is your choice whether you want to submit one, all, or none of the Release Forms.

You should make the decision whether to participate in the Settlement separately for each loan. When making your decision, remember that you give up your right to sue the Ameriquest parties about the business practices described in Question 12 with respect to each loan for which you sign and return the Release Form. But you receive a restitution payment in return. You keep your right to sue with respect to each loan for which you do **not** sign and return the Release Form, but you won't receive a restitution payment.

As an example, let's assume you receive two Release Forms, each for a different loan, but you sign and return only one. In that case, you'll receive a restitution payment only for the loan identified on the Form you signed and returned, and your release of the Ameriquest parties will be limited to claims about the business practices described in Question 12 with respect to that loan only. You will **not** have released any claims regarding the loan identified on the Release Form you did **not** sign and return, and you also will **not** receive any restitution for that loan.

If you had two or more Ameriquest loans but you received only one Notice letter and Release Form, that means the other loan(s) did not meet the requirements for eligibility. In that case, if you sign and return the Release Form, you will **not** be releasing any claims you might have regarding the loan(s) **not** eligible for a restitution payment. So, for example, if you have had two Ameriquest loans, but you receive a Notice letter for only one of your loans, that means that the second

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Page 8



loan is **not** eligible for a restitution payment. Accordingly, the Release Form included in your Notice letter would apply only to the first loan, and by signing and returning it, you would **not** be releasing any claims regarding the other loan.

If you have more questions about what to do if you had more than one Ameriquest loan, you can visit the Settlement Web site at [www.ameriquetmultistatesettlement.com](http://www.ameriquetmultistatesettlement.com). You can also contact the Settlement Administrator by calling toll free 1-800-420-5875 (hearing impaired call 1-866-494-8274), or sending an e-mail to [info@ameriquetmultistatesettlement.com](mailto:info@ameriquetmultistatesettlement.com).

**18. What if my Ameriquest loan is in foreclosure?**

Participating in the Settlement will **not** stop or undo a foreclosure.

However, if you participate in the Settlement, you will still have the right to challenge any current or future foreclosure proceeding regarding the mortgage loan identified on your Release Form. That includes the right to assert claims based on any of the business practices described in Question 12 above in any foreclosure proceeding.

Thus, signing and returning the Release Form will not limit your ability to raise claims in response, or as a defense, to any effort to foreclose on your loan.

**19. If I participate in the Settlement, do I still have to make payments on my loan?**

Yes. The Settlement does not affect the status of your loan. You must continue to make your mortgage payments under the terms of your loan agreement.

**20. I have filed or am thinking about filing for bankruptcy. Could that have any effect on my rights under this Settlement?**

We are not able to give you legal or other advice about bankruptcy. If you have filed or are thinking about filing for bankruptcy, you should ask your bankruptcy attorney or the bankruptcy trustee whether your restitution payment or any claims you may have against the Ameriquest parties need to be included in the bankruptcy filing.

**GETTING MORE INFORMATION**

**21. What if I have more questions about the Settlement or how to complete the Release Form?**

If you have more questions about the Settlement or your Release Form, you can visit the Settlement Web site at [www.ameriquetmultistatesettlement.com](http://www.ameriquetmultistatesettlement.com). You can also contact the Settlement Administrator by calling toll free 1-800-420-5875 (hearing impaired call 1-866-494-8274), or sending an e-mail to [info@ameriquetmultistatesettlement.com](mailto:info@ameriquetmultistatesettlement.com).

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Page 9





## APPENDIX: DEFINITIONS OF RELEASE TERMS

Here are definitions of many of the terms used in the answer to Question 12 of this FAQ pamphlet and in the Release of Claims (Part B of the Release Form). You can read the complete set of definitions in the Ameriquest Settlement Agreement, which you can obtain on the Settlement Web site, [www.ameriquestmultistatesettlement.com](http://www.ameriquestmultistatesettlement.com). You can also contact the Settlement Administrator if you have additional questions about these or any other terms used in the Release Form.

- A. “**Adjustable Rate Mortgage**” means a Loan where the annual percentage rate may increase after the Loan Closing.
- B. “**Ameriquest Parties**” or “**Ameriquest Party**” means Ameriquest Mortgage Company, Town and Country Credit Corporation, AMC Mortgage Services, Inc., formerly known as Bedford Home Loans, and ACC Capital Holdings Corporation. Ameriquest Parties also includes all of these companies’ respective (i) predecessors, past, present and future direct and indirect parents, owners, subsidiaries, affiliated and other related persons or entities of any kind (be they corporations, partnerships, trusts, individuals), including the successors and assigns of any of the foregoing, and (ii) all past, present and future owners, employees, officers, agents, directors, insurers, and any other representatives of all the foregoing, including, for natural persons, both in their official and individual capacities.
- C. “**Appraisal**” means a written or electronic analysis by an appraiser licensed or certified under the laws of the applicable state or other jurisdiction to appraise the value or worth of a single-family or 1 to 4 unit residential property proposed to serve as collateral for a Loan. The term does not include reports that estimate the value of residential property by means of an Automated Valuation Model or AVM.
- D. “**Borrower**” means an individual who has consummated a Loan with an Ameriquest Party.
- E. “**Closing**” means the process during which a Borrower executes a note and security instrument regarding a lien on real property in connection with a Loan. In some states, a Closing is referred to as a “settlement” and in others as an “escrow.”
- F. “**Debt Collector**” means a debt collector as that term is defined under federal law, 15 U.S.C. section 1692 (a) (6), and any other state laws that may apply.



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Page 10





- G. “**Discount Points**” means fees or charges paid by the Borrower to an Ameriquest Party at the time of origination of a Loan for the purpose of reducing the interest rate applicable to the Loan.
- H. “**Fixed Rate Mortgage**” means a Loan that is not an Adjustable Rate Mortgage.
- I. “**Good Faith Estimate**” means a written estimate of the charges a Potential Borrower is likely to incur in connection with a proposed Loan.
- J. “**Loan**” means a Retail Based, real estate secured, owner-occupied, residential mortgage loan originated and funded by an Ameriquest Party.
- K. “**Potential Borrower**” means an individual who is seeking or receiving information about a Loan from an Ameriquest Party Sales Person; provided, however, that Potential Borrower does not include an individual who receives, but does not respond to, marketing materials or information, including advertisements.
- L. “**Prepayment Penalty**” means a fee assessed, pursuant to the terms of the Loan documents, when a Borrower pays off a Loan within a designated period of time after Closing, but excluding any fee or charge that may be assessed to facilitate Loan pay-off, such as a pay-off fee, fax fee, reconveyance fee or other fee that is not prohibited under applicable law and would be payable for the pay-off of any Loan without regard to whether the Loan documents impose what generally is understood to be a Prepayment Penalty.
- M. “**Retail Based**” means originated and funded by employees or independent contractors acting in the name and on behalf of the lender directly to consumers. It does not include other methods of originating loans using third parties, such as mortgage brokers or loan correspondents.
- N. “**Stated Income Loan**” means a Loan where a Borrower is not required to provide verification or documentation to support all income listed on the Borrower’s application.
- O. “**Underwriting**” means the process of approving or denying a Loan based on an evaluation of the applicant’s creditworthiness and ability to repay the Loan, and an Appraisal of the market value of the residential property proposed to secure the Loan.



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Page 11





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<i><b>You may:</b></i>		<i><b>Due Date</b></i>
<b>PARTICIPATE IN THE SETTLEMENT BY MAILING YOUR SIGNED RELEASE FORM</b>	This is the only way to get your restitution payment. By signing and sending in your Release Form by the due date, you will be giving up the right to file your own lawsuit or be part of a class action against the Ameriquest parties, except in certain circumstances. This is explained in more detail in this pamphlet.	<b><i>POSTMARKED BY SEPTEMBER 10, 2007</i></b>
<b>DECIDE NOT TO PARTICIPATE IN THE SETTLEMENT AND DO NOTHING</b>	If you do nothing – or if you don’t mail your signed Release Form by the due date – that means you have decided not to participate in the Settlement. You won’t receive a restitution payment, but you will keep the right to file your own lawsuit or be part of a class action against the Ameriquest parties. This is explained in more detail in this pamphlet.	

This FAQ pamphlet further explains your rights and choices. It also gives you information about how to complete your Release Form.

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## PARTICIPATION IN THE SETTLEMENT

### 1. Is participation in the Settlement voluntary?

Yes. You are completely free to choose to participate, or not to participate, in the Settlement.

### 2. What happens if I choose to participate in the Settlement?

If you choose to participate in the Settlement, you must sign and return the Release Form and Substitute W-9 Form that came with your Notice letter. By participating you will: (1) receive a restitution payment of at least the amount stated in your Notice Letter, and (2) give up the right to sue the Ameriquest parties regarding any of the business practices described in Question 12 below. This means you can't file your own individual lawsuit (unless the mortgage loan identified on the Release Form is now in foreclosure, or goes into foreclosure in the future), or join another lawsuit filed by another person, such as a class action. The rights you are giving up by participating in the Settlement are explained in more detail in Questions 12 through 17 below.

### 3. If I choose to participate in the Settlement, can I change my mind later?

No. Once you sign and return the Release Form, your decision to participate in the Settlement and release the Ameriquest parties is final, and you cannot change your mind under any circumstances.

### 4. What if I choose not to participate in the Settlement?

If you choose not to participate in the Settlement, do not sign and return your Release Form. Your decision not to participate by not returning your signed Release Form (or by not returning it on time) is also final. If you do not sign and return the Release Form postmarked by September 10, 2007, you will not receive any restitution payment from the Settlement, but you will keep the right to bring your own suit, or be part of a class action, against the Ameriquest parties.

### 5. Can you give me any advice on whether I should participate in the Settlement?

As explained above, it's your choice whether to participate in the Settlement. Neither the Settlement Administrator, nor the Ameriquest parties, nor the States can give you any legal or other advice about whether you should participate. If you want advice about whether to participate, you are encouraged to consult a private attorney or, if you qualify, a legal aid or legal services organization.

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Page 2



**6. The Notice letter I received was forwarded to me at a new address. Do I need to tell anyone about my address change?**

Yes. If your address has changed, you should contact the Settlement Administrator to provide your new address. You can call the Administrator toll free at 1-800-420-5875 (hearing impaired call 1-866-494-8274), or send an e-mail to [info@ameriquestmultistatesettlement.com](mailto:info@ameriquestmultistatesettlement.com). If you decide to participate in the Settlement, you should also provide updated address information on your Release Form.

**THE SETTLEMENT BENEFITS**

**7. Why does my Notice letter only tell me the minimum amount I can receive?**

The restitution amount in your Notice letter is the amount you will receive if all eligible borrowers decide to participate in the Settlement. However, some borrowers may choose not to participate, and their shares may be available for distribution to some or all of the borrowers who choose to participate. Also, the money in the Settlement Fund is currently being held in trust. Interest earned on the Fund may also be available for distribution to borrowers.

Please remember that we can't guarantee you will receive more than the minimum amount, and we can't estimate the amount of additional funds, if any, that might be available. You should assume you will receive only the restitution amount stated in your Notice letter when deciding whether to participate in the Settlement.

**8. When will I receive my restitution payment?**

Because this Settlement involves hundreds of thousands of consumers across the country, it will take some time to process all Release Forms. If everything goes as planned, restitution checks will be mailed in Fall 2007. Please check the Settlement Web site periodically for updates on when the checks will be mailed. The Web site is [www.ameriquestmultistatesettlement.com](http://www.ameriquestmultistatesettlement.com).

**HOW TO OBTAIN YOUR RESTITUTION PAYMENT**

**9. How do I participate in the Settlement?**

To participate, all borrowers on the loan must sign and return the Release and Substitute W-9 Forms, postmarked no later than September 10, 2007, to:

Ameriquest Settlement Administrator  
P.O. Box 1855  
Faribault, MN 55021-7110

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Page 3



Before signing the Release Form, each borrower should carefully read the release language in Section II of the Form, as well as the information in this pamphlet. Part A of Section II of the Release Form explains the legal rights you are giving up by signing and returning the Form, and Part B is the formal Release of Claims. Remember that you must sign the Release Form in Section III. We also ask that you provide the phone number and e-mail address (if available) of each borrower on the loan. Finally, if the address listed for you or any co-borrower is not correct, please update this information in the lines provided on the first page of the Release Form.

You must also complete and sign the Substitute W-9 Form that has been included with your Release Form.

A postage-paid envelope has been included with your Notice packet. To use this envelope to mail your completed Release and W-9 Forms to the Settlement Administrator, simply tear off the front flap of your packet (the part with your address printed on it) at the perforation. Please remember to keep a copy of your signed Release Form.

**\*\* Important Reminder \*\* All borrowers on the loan (all of whose names should be listed on the Release Form) must sign and date the Form before it is mailed to the Settlement Administrator.** See Question 11 below for instructions about what to do if you have difficulties in getting the signature of any of the borrowers on the loan.

**10. Why are you asking me to send a Substitute W-9 Form with my Release Form? Does that mean I have to pay taxes on my payment?**

We are asking you to complete and mail a Substitute W-9 Form with your Release Form because it is possible we may be required to report the amount of your restitution payment to the IRS. You may also receive an IRS Form with your check. This does not necessarily mean that you will have to pay taxes. Neither the Settlement Administrator, nor the States, nor the Ameriquest parties can give you tax or other legal advice on this matter. Whether your restitution payment is taxable will depend on several factors. If you have tax questions, you should contact a local tax preparer or advisor.

Your social security number will be kept confidential and will not be used for identification or verification purposes. No one from the States or the Settlement Administrator will call you and ask you to provide or verify your social security number over the phone.

**11. What if I can't get a borrower's signature because the borrower is deceased or under guardianship, or there has been a divorce or separation?**

When possible, please make every effort to obtain the signature of all borrowers on the loan. That is the best way to ensure you will receive your restitution payment. But, if you are unable to obtain a borrower's signature because of

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Page 4



special circumstances, you should fill out, sign and return the Release Form yourself. You must also include with the Release Form:

- (1) A letter containing an address and phone number where you can be contacted during the day, and explaining why you were unable to obtain the borrower's signature; **and**
- (2) Copies (not originals) of any legal documents showing the special circumstances (for example, a copy of a divorce decree or separation agreement, death certificate, affidavit of survivorship or court order appointing an executor, administrator or guardian of the borrower's estate, etc.).

Your Release Form and letter of explanation must be postmarked no later than September 10, 2007. By meeting this deadline, you will be able to participate in this Settlement, so long as you also promptly provide any other supplemental information the Administrator may ask for after reviewing your submission.

The Settlement Administrator will review your explanatory letter and any accompanying legal documentation and will notify you if the explanation is accepted or rejected, or if further information is necessary before it can be accepted. If you have any questions about your special circumstances, you may contact the Settlement Administrator by calling toll free 1-800-420-5875 (hearing impaired call 1-866-494-8274), or sending an e-mail to [info@ameriquestmultistatesettlement.com](mailto:info@ameriquestmultistatesettlement.com).

#### THE EFFECT OF SIGNING THE RELEASE FORM

### 12. Can you give me a summary of what it means if I sign the Release Form?

If you sign and return your Release Form, then, in exchange for your restitution payment, you will "release" (that is, give up the right to sue) the Ameriquest parties with respect to any claim about the mortgage loan listed on your Form that is based on any of the following business practices:

Any representations or misrepresentations, disclosures, omissions, or any other acts by the "Ameriquest Parties" regarding:

- (a) Loan types and terms, including discount points, interest rates, origination fees, monthly payment amounts, terms of adjustable rate and fixed-rate mortgages and prepayment penalties.
- (b) Written disclosures, including the Good Faith Estimate, and other documents provided by any of the Ameriquest Parties to Potential Borrowers.
- (c) The benefits of obtaining a loan or a repeat refinancing with any of the Ameriquest Parties.
- (d) Coordination between the Ameriquest Parties and debt collectors, such as payments made to debt collectors in exchange for referrals.
- (e) Delays in completion of the underwriting or delays in the funding of a loan.
- (f) Loan closings.
- (g) Appraisals.
- (h) Stated income loans.
- (i) Disclosures to non-English speaking Borrowers and Potential Borrowers.

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Page 5



This means that if you sign and return your Release Form by the due date, you will receive your restitution payment. However, you won't be able to file or continue a lawsuit on your own, or join a lawsuit filed by someone else (such as a class action), against any of the "Ameriquet Parties" based on any of the business practices listed above.

The Ameriquet Parties you are releasing include the company that gave you your mortgage loan as well as its employees and agents. Please read the Appendix to this FAQ pamphlet for the complete definition of the "Ameriquet Parties." The Appendix also includes definitions of other words or terms used in the listing of business practices above and in your Release Form. If you have additional questions regarding any of the terms, please visit the Settlement Web site at [www.ameriquetmultistatesettlement.com](http://www.ameriquetmultistatesettlement.com), or contact the Settlement Administrator by phone at 1-800-420-5875 (hearing impaired call 1-866-494-8274), or by sending an e-mail to [info@ameriquetmultistatesettlement.com](mailto:info@ameriquetmultistatesettlement.com).

***Please remember, even if you sign and return the Release Form, you will still be able to raise any of the claims described above in any current or future foreclosure proceeding regarding the loan identified on the Release Form. In this situation, the Release will not apply.***

### 13. Can I sue Ameriquet if I sign and return the Release Form?

If you sign and return the Release Form, you cannot sue any of the Ameriquet parties claiming that any of the business practices listed in Question 12 above occurred with respect to the mortgage loan identified on your Form. That includes filing your own lawsuit, continuing any lawsuit you have already filed or joining another lawsuit (such as a class action lawsuit). The only exception is if the loan identified on your Release Form is now in or later goes into foreclosure. As more fully described in Question 18 below, even if you participate in this Settlement, you are not giving up your right to present any claims you have in response to a foreclosure.

Remember, if you sign and return the Release Form, you are not giving up any right to sue an Ameriquet party with respect to: (a) any claim you may have that is not about any of the business practices listed in Question 12 above, or (b) a different mortgage loan.

If you have already filed your own lawsuit against the Ameriquet parties regarding any mortgage loan, be sure to talk to the attorney representing you in that lawsuit before signing and returning any Release Form. Even if you have not already filed your own lawsuit, you may want to talk to a private attorney or, if you qualify, a legal aid or legal services organization before deciding whether to participate in this Settlement.

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Page 6



**14. Can I still be part of a class action if I participate in this Settlement?**

By signing and returning your Release Form, you are also giving up the right to be part of a class action lawsuit against any of the Ameriquest parties about any of the business practices listed in Question 12 above with respect to the loan identified on your Form.

**15. Is there anything you can tell me about the class action lawsuits that have been filed against the Ameriquest parties?**

Several lawsuits have already been filed by borrowers who obtained real estate loans from the Ameriquest parties some time between January 1, 1999 and December 31, 2005. These borrowers claim that the Ameriquest parties engaged in one or more of the business practices described in Question 12 when they got their loans. They are asking the courts to allow them to represent a “class” or group of other borrowers on the grounds that the Ameriquest parties engaged in the same practices when those other borrowers obtained their mortgage loans.

One or more of the borrowers in those cases may have said that you are a part of the class that they are seeking to represent. However, only one of these courts so far has decided to allow the case to go forward as a class action. That case is in Minnesota and is called *Ricci & Baumgartner v. Ameriquest Mortgage Company*. There, the court certified a class of Minnesota homeowners who obtained mortgages from Ameriquest from February 17, 1999 to the present. None of the courts in any of the other lawsuits have decided yet whether to allow them to go forward as class actions or, if so, who should be included in any class. The courts may make that decision soon, or they may not make it until after your deadline for deciding whether to participate in this Settlement. There is no way of knowing for certain whether the courts will allow any of these cases to go forward as class actions, or whether you would be a member of any class allowed.

There is also no way to know, if a class is allowed, whether any of the cases (including the Minnesota case) will be successful or how much money, if any, will be paid to borrowers who choose to be part of the class actions. Nor can we tell you whether the amount that might be paid to you as a member of any such class would be less or more than the minimum restitution payment for which you are eligible under this Settlement, or when any payments may be made.

However, neither the Settlement Administrator, nor the Ameriquest parties, nor any of the States can give you any legal advice about whether you should participate in this Settlement or should instead try to participate in a class action. If you wish legal advice about whether to participate in the Settlement, you should contact a private attorney or, if you qualify, a legal aid or legal services organization.

You can find more information about class actions generally on the Settlement Web site at [www.ameriquestmultistatesettlement.com](http://www.ameriquestmultistatesettlement.com). You can read the court order

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Page 7



allowing a class action in the Minnesota case by visiting the court's Web site at <http://www.courts.state.mn.us/district/4/>.

**16. Is there anything you can tell me about what might happen if I bring my own lawsuit or join a class action instead of participating in the Settlement?**

If you choose not to participate in the Settlement and decide either to file your own lawsuit or join a class action based on the practices listed in Question 12, the amount you might recover could be zero, some amount less than the minimum restitution payment for which you are eligible, or some amount more than your minimum restitution payment. Which of those results you might get depends upon a number of factors. However, we can't give you any legal or other advice about any of those factors or possible outcomes, or whether you should participate in the Settlement. To get specific advice about possible outcomes of any lawsuit you might consider bringing yourself or joining, you should contact a private attorney or, if you qualify, a legal aid or legal services organization.

**17. What if I have had more than one Ameriquest mortgage loan?**

You will receive a separate Notice letter and Release Form for **each** loan you obtained from an Ameriquest party that is eligible for a restitution payment. If you have more than one eligible loan, it is your choice whether you want to submit one, all, or none of the Release Forms.

You should make the decision whether to participate in the Settlement separately for each loan. When making your decision, remember that you give up your right to sue the Ameriquest parties about the business practices described in Question 12 with respect to each loan for which you sign and return the Release Form. But you receive a restitution payment in return. You keep your right to sue with respect to each loan for which you do **not** sign and return the Release Form, but you won't receive a restitution payment.

As an example, let's assume you receive two Release Forms, each for a different loan, but you sign and return only one. In that case, you'll receive a restitution payment only for the loan identified on the Form you signed and returned, and your release of the Ameriquest parties will be limited to claims about the business practices described in Question 12 with respect to that loan only. You will **not** have released any claims regarding the loan identified on the Release Form you did **not** sign and return, and you also will **not** receive any restitution for that loan.

If you had two or more Ameriquest loans but you received only one Notice letter and Release Form, that means the other loan(s) did not meet the requirements for eligibility. In that case, if you sign and return the Release Form, you will **not** be releasing any claims you might have regarding the loan(s) **not** eligible for a restitution payment. So, for example, if you have had two Ameriquest loans, but you receive a Notice letter for only one of your loans, that means that the second

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Page 8



loan is **not** eligible for a restitution payment. Accordingly, the Release Form included in your Notice letter would apply only to the first loan, and by signing and returning it, you would **not** be releasing any claims regarding the other loan.

If you have more questions about what to do if you had more than one Ameriquest loan, you can visit the Settlement Web site at [www.ameriquetmultistatesettlement.com](http://www.ameriquetmultistatesettlement.com). You can also contact the Settlement Administrator by calling toll free 1-800-420-5875 (hearing impaired call 1-866-494-8274), or sending an e-mail to [info@ameriquetmultistatesettlement.com](mailto:info@ameriquetmultistatesettlement.com).

#### **18. What if my Ameriquest loan is in foreclosure?**

Participating in the Settlement will **not** stop or undo a foreclosure.

However, if you participate in the Settlement, you will still have the right to challenge any current or future foreclosure proceeding regarding the mortgage loan identified on your Release Form. That includes the right to assert claims based on any of the business practices described in Question 12 above in any foreclosure proceeding.

Thus, signing and returning the Release Form will not limit your ability to raise claims in response, or as a defense, to any effort to foreclose on your loan.

#### **19. If I participate in the Settlement, do I still have to make payments on my loan?**

Yes. The Settlement does not affect the status of your loan. You must continue to make your mortgage payments under the terms of your loan agreement.

#### **20. I have filed or am thinking about filing for bankruptcy. Could that have any effect on my rights under this Settlement?**

We are not able to give you legal or other advice about bankruptcy. If you have filed or are thinking about filing for bankruptcy, you should ask your bankruptcy attorney or the bankruptcy trustee whether your restitution payment or any claims you may have against the Ameriquest parties need to be included in the bankruptcy filing.

### **GETTING MORE INFORMATION**

#### **21. What if I have more questions about the Settlement or how to complete the Release Form?**

If you have more questions about the Settlement or your Release Form, you can visit the Settlement Web site at [www.ameriquetmultistatesettlement.com](http://www.ameriquetmultistatesettlement.com). You can also contact the Settlement Administrator by calling toll free 1-800-420-5875 (hearing impaired call 1-866-494-8274), or sending an e-mail to [info@ameriquetmultistatesettlement.com](mailto:info@ameriquetmultistatesettlement.com).

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Page 9





## APPENDIX: DEFINITIONS OF RELEASE TERMS

Here are definitions of many of the terms used in the answer to Question 12 of this FAQ pamphlet and in the Release of Claims (Part B of the Release Form). You can read the complete set of definitions in the Ameriquest Settlement Agreement, which you can obtain on the Settlement Web site, [www.ameriquestmultistatesettlement.com](http://www.ameriquestmultistatesettlement.com). You can also contact the Settlement Administrator if you have additional questions about these or any other terms used in the Release Form.

- A. “**Adjustable Rate Mortgage**” means a Loan where the annual percentage rate may increase after the Loan Closing.
- B. “**Ameriquest Parties**” or “**Ameriquest Party**” means Ameriquest Mortgage Company, Town and Country Credit Corporation, AMC Mortgage Services, Inc., formerly known as Bedford Home Loans, and ACC Capital Holdings Corporation. Ameriquest Parties also includes all of these companies’ respective (i) predecessors, past, present and future direct and indirect parents, owners, subsidiaries, affiliated and other related persons or entities of any kind (be they corporations, partnerships, trusts, individuals), including the successors and assigns of any of the foregoing, and (ii) all past, present and future owners, employees, officers, agents, directors, insurers, and any other representatives of all the foregoing, including, for natural persons, both in their official and individual capacities.
- C. “**Appraisal**” means a written or electronic analysis by an appraiser licensed or certified under the laws of the applicable state or other jurisdiction to appraise the value or worth of a single-family or 1 to 4 unit residential property proposed to serve as collateral for a Loan. The term does not include reports that estimate the value of residential property by means of an Automated Valuation Model or AVM.
- D. “**Borrower**” means an individual who has consummated a Loan with an Ameriquest Party.
- E. “**Closing**” means the process during which a Borrower executes a note and security instrument regarding a lien on real property in connection with a Loan. In some states, a Closing is referred to as a “settlement” and in others as an “escrow.”
- F. “**Debt Collector**” means a debt collector as that term is defined under federal law, 15 U.S.C. section 1692 (a) (6), and any other state laws that may apply.





- G. “**Discount Points**” means fees or charges paid by the Borrower to an Ameriquest Party at the time of origination of a Loan for the purpose of reducing the interest rate applicable to the Loan.
- H. “**Fixed Rate Mortgage**” means a Loan that is not an Adjustable Rate Mortgage.
- I. “**Good Faith Estimate**” means a written estimate of the charges a Potential Borrower is likely to incur in connection with a proposed Loan.
- J. “**Loan**” means a Retail Based, real estate secured, owner-occupied, residential mortgage loan originated and funded by an Ameriquest Party.
- K. “**Potential Borrower**” means an individual who is seeking or receiving information about a Loan from an Ameriquest Party Sales Person; provided, however, that Potential Borrower does not include an individual who receives, but does not respond to, marketing materials or information, including advertisements.
- L. “**Prepayment Penalty**” means a fee assessed, pursuant to the terms of the Loan documents, when a Borrower pays off a Loan within a designated period of time after Closing, but excluding any fee or charge that may be assessed to facilitate Loan pay-off, such as a pay-off fee, fax fee, reconveyance fee or other fee that is not prohibited under applicable law and would be payable for the pay-off of any Loan without regard to whether the Loan documents impose what generally is understood to be a Prepayment Penalty.
- M. “**Retail Based**” means originated and funded by employees or independent contractors acting in the name and on behalf of the lender directly to consumers. It does not include other methods of originating loans using third parties, such as mortgage brokers or loan correspondents.
- N. “**Stated Income Loan**” means a Loan where a Borrower is not required to provide verification or documentation to support all income listed on the Borrower’s application.
- O. “**Underwriting**” means the process of approving or denying a Loan based on an evaluation of the applicant’s creditworthiness and ability to repay the Loan, and an Appraisal of the market value of the residential property proposed to secure the Loan.



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Page 11

