



RURAL NEVADA DEVELOPMENT CORPORATION

1320 East Aultman Street • Ely, Nevada 89301
Phone (775) 289-8519 • Toll Free (866) 404-5204
Fax (775) 289-8214 • rndcnv@sbcglobal.net

Dear Homebuyer,

Thank you for your interest in the Down Payment Assistance (DPA) Program administered by Rural Nevada Development Corporation (RNDC). RNDC is very excited about this program and we have had great success with it in the past. We feel that this program offers a great way for families to become homeowners.

Please complete the application in its entirety. In addition, please provide copies of the following supporting documents:

- **Birth Certificates for all individuals living within your household.**
- **Three (3) most recent pay stubs, current annual benefit statement or other income for all individuals within your household.**
- **Most recent income tax return and all applicable schedules.**
- **Proof of residency in Nevada or your county for (6) months.**
- **Social Security Cards for all individuals living within your household.**
- **Applicant's Driver's License.**
- **Lender pre-qualification letter. Subprime mortgages are not eligible.**

Your completed application, along with the above listed supporting documents, can be sent to 1320 E. Aultman Street, Ely, NV 89301. You will be contacted by mail on your qualification status.

I encourage you to call me direct with any questions at (775) 289-8519. **When faxing supporting documentation please fax to (775)289-3690.**

Sincerely,

A handwritten signature in cursive script that reads "Tara Cutler". The signature is written in black ink and is positioned above the printed name and title.

Tara Cutler
Housing Administrator

NOTICE

REAL ESTATE AGENTS LENDING INSTITUTIONS DPA CLIENTS

Rural Nevada Development Corporation would like to take this opportunity to explain to you how our Down Payment Assistance (DPA) Program works.

We take applications on an ongoing basis. If funds are not available, eligible applicants will be put on a waiting list in the order they are pre-qualified for the program.

Funds are available on a first come, first serve basis.

Applicants for DPA must meet our program guidelines for the specific area in which the applicant resides to be **pre-qualified**. (Pre-qualification does not guarantee funds)

We require applicants be pre-qualified with a lending institution before the application is processed. RNDC can provide names and numbers of lenders they have worked with in the past.

Applicants are required to find their own home, make an offer, and have the financing available prior to any release of DPA funds from RNDC.

Funds **cannot** be requested until RNDC has confirmation of the mortgage loan, good faith estimate, appraisal, preliminary title report, offer and acceptance and an inspection of the property. Please be aware of this, so the duration of the offer and escrow can be timed accordingly.

Once confirmation of the above stated items is completed the applicant is then **approved** to receive DPA. Funds are requested immediately after approval is awarded.

The time frame to receive the funds is from the date of approval, not the date of the application or offer and acceptance by the DPA recipient. The Housing Assistant can provide you with more information regarding the date funds will be disbursed.

We hope that this will benefit you in choosing a date for the close of escrow in regard to DPA.

TERMS AND CONDITIONS

DOWN PAYMENT ASSISTANCE PROGRAM

PURPOSE:

The Down Payment Assistance (DPA), deferred loan program will be used for down payment and eligible closing costs to assist low income, first time home buyers with the purchase of residential properties that meet HUD Housing Quality Standards (HQS).

DESCRIPTION:

1. The maximum deferred loan amount under the DPA Program will be determined by applicant's gross annual income and purchase price, plus eligible closing costs.
2. The loan will be secured by an interest free loan agreement executed by the applicant and Rural Nevada Development Corporation (RNDC), and secured by a Deed of Trust, to the benefit of the State of Nevada Housing Division.
3. The deferred loan will bear no interest.
4. The deferred loan will **not** be forgiven.
5. Applicants must carry Hazard Insurance to adequately cover all existing loans or mortgages on the property, including the deferred loan, for the duration of the loan.
6. Applicant acknowledges that the approval of the DPA Program is contingent upon the applicant applying and receiving approval for a financial lending institution's mortgage loan.
7. Applicant acknowledges that the following will apply:

- a. Deed of Trust Provisions

The DPA Program requires that units assisted with HUD HOME funds remain affordable to low-income purchasers for the stated term of compliance or until the unit is sold and the HOME subsidy is recaptured.

In order to insure compliance with this restriction over the term, a list of at least five deed restrictions will be incorporated into each project's Deed of Trust and Written Agreement.

The deed restrictions are as follows:

1. The State reserves the right of first refusal.
2. The terms of compliance are effective until the transfer of property.
3. The property must be used as the purchaser's primary residence.
4. No subleases are allowed.
5. HOME funds must be recaptured upon sale of the property

In the event of foreclosure, all deed restrictions may be canceled.

- b. The recaptured funds will be utilized to assist another low income home buyer to purchase a home and occupy it as a primary residence.

If net proceeds, (sales price minus loan repayment and closing costs), are insufficient to recapture the full HOME loan investment, the State may allow the

amount that must be recaptured to be reduced based on the period of time the homeowner has resided at the property.

BORROWER'S AGREEMENT

The applicant agrees that the principal amount of the deferred loan shall become immediately due and payable:

1. If at any time the home is used other than the applicant's primary housing unit, including, but not limited to, the applicant selling, renting, abandoning, donating, or giving the housing unit to another.
2. Upon substantial destruction of the improvements on said property.
3. Upon the applicant's death, unless there are two or more applicants; then loan repayment shall be upon the death of the last surviving applicant.
4. Upon the divorce of the applicants, unless one of the applicants is entitled by the decree of divorce to continue residing in the primary unit.

INSPECTION OF THE HOUSING PROPERTIES:

The Federal Department of Housing and Urban Development (HUD) and/or RNDC shall have the right to inspect all housing properties that will be financed with the DPA Program funds. RNDC will inform the applicant of any non-compliance with the Housing Quality Standards required by HUD.

INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:

The applicant agrees that no member of, or delegate to, the Congress of the United States, County Official, staff, employee, or member of RNDC, who exercises any function or has any responsibility with the carrying out of the DPA Program to which the contract pertains, shall have any private interest in the contract, for a period of one year from the date of the transaction.

BONUS, COMMISSION, OR FEE:

The applicant will not pay any bonus, commission, or fee for the purpose of obtaining approval of his/her application for a deferred payment loan to any RNDC employee.

CANCELLATION AND ACCELERATION OF AMOUNTS DUE:

At its option, the State reserves the right to cancel and terminate this loan if approved by sending written notice of cancellation to the applicant at his/her mailing address, as set forth in the application if, for a period of 30 days from the date of execution of the agreement, the borrower shall have failed to occupy the housing property, the failure to exercise this right shall not be deemed a waiver thereof.

APPLICANT ACKNOWLEDGMENT:

I HEREBY acknowledge receipt of, read and understood the Terms and Conditions for the Down Payment Assistance Deferred Loan Program and I hereby agree to be bound by these Terms and Conditions if I receive a DPA Loan.

Printed Name

Printed Name

Signature

Signature

Date

Date

Mailing Address and Phone Number

DOWN PAYMENT ASSISTANCE DEFERRED LOAN PROGRAM APPLICATION

Applicant Name (Last, First, MI)

--

Co-Applicant Name (Last, First, MI)

--

Current Physical Address

--

Mailing Address

--

Home Phone

Size of Household

U.S. Citizen

		Yes	No
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HOUSEHOLD INFORMATION

List all people who are in your household,
including yourself and your spouse/co-applicant

Full Name	Birth Date	Age	Social Security Number	Disabled

BANKING INFORMATION

Name of Institution	Address	Account Number	Balance

EMPLOYMENT

APPLICANT

Company Name	Phone Number
Mailing Address	Gross Monthly Income

CO-APPLICANT

Company Name	Phone Number
Mailing Address	Gross Monthly Income

OTHER INCOME

List all other income (child support, disability, social security, pensions, ect...)

Type	Gross Monthly Amount

ASSET INFORMATION

List all assets with current cash value (stocks, bonds, IRAs, 401(k)s, ect...)

Type	Current Value

I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this assistance under the provision of Title 18, United States Code, Section 1014.

Applicant Signature

Date

Co-Applicant Signature

Date

Demographic information listed herein is for monitoring purposes only and is requested by the Federal Government. Information provided will not have any effect on eligibility or amount of assistance provided. See Privacy Act Notice at end of application.

REQUEST FOR VERIFICATION OF EMPLOYMENT

APPLICANTS: PLEASE COMPLETE ONLY SECTIONS 1, 6, AND 7

PART 1 - REQUEST

1. TO: (Employers Name & Mailing Address)	2. FROM: Rural Nevada Development Corp. 1320 E. Aultman Street Ely, NV 89301	
3. I certify that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party. _____ Signature of RNDC Representative	4. TITLE: Housing Assistant	5. DATE:
6. NAME AND ADDRESS OF APPLICANT:	7. SOCIAL SECURITY NUMBER: SIGNATURE: _____ _____ I have applied for a mortgage loan or a rehabilitation loan and stated that I am employed by you. My signature above authorizes verification of my employment.	

PART 2 - VERIFICATION OF PRESENT EMPLOYMENT / INCOME

TO BE COMPLETED BY EMPLOYER ONLY

EMPLOYMENT INFORMATION	PAY DATA													
DATE OF EMPLOYMENT PRESENT POSITION PROBILITY OF CONTINUED EMPLOYMENT	CURRENT BASE PAY \$ _____ ___ Annual ___ Monthly ___ Hourly ___ Weekly ___ Other (specify): _____	MILITARY PERSONNEL Base Pay _____ Rations _____ Flight / Hazard _____ Clothing _____ Overseas or _____ Combat _____ Pro Pay _____ Other (specify) _____												
IS CONTINUANCE LIKELY FOR: OVERTIME ___ Yes ___ No BONUS ___ Yes ___ No	<table style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Year to Date Earnings</th> <th style="width:50%;">Past Year Earnings</th> </tr> <tr> <td>Base Pay _____</td> <td>Base Pay _____</td> </tr> <tr> <td>Overtime _____</td> <td>Overtime _____</td> </tr> <tr> <td>Commission _____</td> <td>Commission _____</td> </tr> <tr> <td>Tips _____</td> <td>Tips _____</td> </tr> <tr> <td>Bonus _____</td> <td>Bonus _____</td> </tr> </table>	Year to Date Earnings	Past Year Earnings	Base Pay _____	Base Pay _____	Overtime _____	Overtime _____	Commission _____	Commission _____	Tips _____	Tips _____	Bonus _____	Bonus _____	
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Base Pay _____	Base Pay _____													
Overtime _____	Overtime _____													
Commission _____	Commission _____													
Tips _____	Tips _____													
Bonus _____	Bonus _____													
NUMBER OF HOURS WORKED PER WEEK:	ANTICIPATED INCREASE OR DECREASE IN NEXT 12 MONTHS:	ANTICIPATED OVERTIME IN NEXT 12 MONTHS:												

PART 3 - EMPLOYER INFORMATION

Federal statutes provide civil and criminal penalties for any person who knowingly makes false or fraudulent statements or representations to a government agency or officers with the intention of influencing any action by such agency or officer.

PRINTED NAME:	TITLE:	PHONE NUMBER:
SIGNATURE:	DATE:	FAX NUMBER:

SEE PRIVACY ACT NOTICE AT END OF APPLICATION

REQUEST FOR VERIFICATION OF EMPLOYMENT

APPLICANTS: PLEASE COMPLETE ONLY SECTIONS 1, 6, AND 7

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Base Pay _____	Base Pay _____													
Overtime _____	Overtime _____													
Commission _____	Commission _____													
Tips _____	Tips _____													
Bonus _____	Bonus _____													
IS CONTINUANCE LIKELY FOR: OVER TIME _____ Yes _____ No BONUS _____ Yes _____ No	ANTICIPATED INCREASE OR DECREASE IN NEXT 12 MONTHS:	ANTICIPATED OVERTIME IN NEXT 12 MONTHS:												
NUMBER OF HOURS WORKED PER WEEK:	ANTICIPATED INCREASE OR DECREASE IN NEXT 12 MONTHS:	ANTICIPATED OVERTIME IN NEXT 12 MONTHS:												

PART 3 - EMPLOYER INFORMATION

Federal statutes provide civil and criminal penalties for any person who knowingly makes false or fraudulent statements or representations to a government agency or officers with the intention of influencing any action by such agency or officer.

PRINTED NAME:	TITLE:	PHONE NUMBER:
SIGNATURE:	DATE:	FAX NUMBER:

SEE PRIVACY ACT NOTICE AT END OF APPLICATION

BORROWER'S CERTIFICATION & AUTHORIZATION

The undersigned certify the following:

I/We have applied to the "Rural Nevada Development Corporation" for first time home buyers down payment assistance on a real estate loan. In applying for the loan, I/We have completed a pre-application containing various information on the purpose of the loan, the amount and source of employment and income information, assets and liabilities, and residency. I/We certify that all of the information is true and complete. I/We have made no misrepresentations in the pre-application or other documents nor did I/We omit any pertinent information.

I/We understand and agree that the lender reserves the right to change the loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.

I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provision of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To whom it may concern:

I/We have applied to the "Rural Nevada Development Corporation" for down payment assistance on real estate loan. As a part of the application process, the County, the Rural Nevada Development Corporation, or other designated representatives of the program may verify information contained in my/our pre-qualification application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

I/We authorize you to provide to the Rural Nevada Development Corporation or any other designated representative of the program, any and all information and documentation that they request. Such information includes, but is not limited to employment history and income, bank, money market, and similar account balances; credit history, and copies of income tax returns, and proof of residency.

The Rural Nevada Development Corporation or any authorized representative of the program, may address this authorization to any party named in the loan application.

A photographic or fax copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.
Your prompt reply is appreciated.

Borrower's Signature	Date	SS#
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Co-Borrower's Signature	Date	SS#
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APPLICANT DEMOGRAPHIC PROFILE

PROPERTY ADDRESS: _____

NAME OF HEAD OF HOUSEHOLD: _____
Last
First
M.I.

Number of persons in household: _____ Sex of Head of Household: Male Female
(circle one)

Household Demographic: _____
 1 = Single/Non Elderly
 2 = Elderly
 3 = Related/Single Parent
 4 = Related/Two Parent
 5 = Other
 Specify: _____

Race Categories		Ethnicity
Race	Race	Check if also Hispanic
	Check Only One Race Category	
1	American Indian or Alaska Native	
2	Asian	
3	Black or African American	
4	Native Hawaiian or Other Pacific Islander	
5	White	
6	American Indian or Alaska Native <i>and</i> White	
7	Asian <i>and</i> White	
8	Black or African American <i>and</i> White	
9	American Indian or Alaska Native <i>and</i> Black	
10	Balance/Other	

Displaced Homemaker: Yes _____ No _____

A displaced homemaker means an adult individual who: has not worked full-time, full-years in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family and is employed or under employed and is experiencing difficulty in obtaining or upgrading employment.

OCCUPANCY CERTIFICATION

I hereby certify that I intend to occupy the property aforementioned in the documents pertaining to the Rural Nevada Development Corporation's Down Payment Assistance Program.

I have read the above statement and have indicated my occupancy by affixing my signature on this certification below:

APPLICANT SIGNATURE

DATE

APPLICANT SIGNATURE

DATE

WARNING: It is a federal crime punishable by fine or imprisonment or both, to knowingly make any false statements when applying for this loan, as applicable under the provision of Title 18, United States Code, Section 1014.

PROPERTY AND PURCHASE INFORMATION

PLEASE PROVIDE THIS FORM WHEN ALL INFORMATION BELOW IS AVAILABLE

Address of property being purchased

--

Purchase Price

Number of Bedrooms

--	--

Mortgage Company & Address

Contact Person

Phone Number

--	--	--

Real Estate Company & Address

Contact Person

Phone Number

--	--	--

Escrow Company & Address

Contact Person

Phone Number

--	--	--

NOTICE TO SELLERS

DOWN PAYMENT ASSISTANCE PROGRAM

Please be advised that the property located at _____ may be purchased with Federal assistance on behalf of the DPA client _____.

Please sign and date this document as evidence of receipt and agreement to the conditions specified herein.

CERTIFICATION

1. It is understood and agreed that acceptance of a purchase contract as owner of the property named herein, is voluntary.
2. The acceptance of a purchase contract will be made voluntarily and not under the threat of use of State statutory power of eminent domain.
3. Any offer shall be binding upon the sellers and the seller's herein, executors, administrators, successors and assigns.
4. In the event negotiations fail to result in a successfully mutual agreement or the client named herein fails to qualify for a mortgage loan, the Offer to Purchase contract will be considered void and all efforts to acquire the property on behalf of the client will terminate. It is further understood that this is a voluntary transaction as defined in the Uniform Acquisition and Relocation Act (24CFR42).
5. The owner hereby certifies that no tenant has been forced to move within the last (6) months without valid cause.
6. The owner estimates that the fair market value of the property is \$ _____.
7. The owner certifies that all the information contained in this document under penalty of perjury, is true to the best of their knowledge and belief.

Printed Name

Printed Name

Signature

Signature

Date

Date

NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

Disclosure of information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Identification Number, may result in a delay in the processing of an application or its rejection. Information provided may be used outside of the agency for the following purposes:

1. When a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by general statute or particular program statute, or by regulation, rule, or order issued pursuant thereto, disclosure may be made to the appropriate agency, whether Federal, foreign, state, local, or tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, or rule, regulation, or order issued pursuant thereto, if the information disclosed is relevant to any enforcement, regulatory, investigative, or prosecutive responsibility of the receiving entity.
2. A record from this system of records may be disclosed to a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
3. Disclosures may be made of names, home addresses, social security numbers, and financial information to business firms in a trade area that buy or sell them for commission. This is in order that the agency may benefit from the purchaser notification provisions of section 1324 of the Food Security Act of 1985 (7 U.S.C. 163(c)). The Act requires that potential purchasers of farm commodities must be advised ahead of time that a lien exists in order for the creditor to perfect its lien against such purchases.
4. Disclosures may be made from this system to consumer reporting agencies as defined in the Fair Credit Reporting Act (15 U.S.C. 1681a(f)) or the Federal Claims Collection Act (31 U.S.C. 3701(a)(3)).
5. Disclosure of the name, home address, and information concerning default on loan repayment when the default involves a security interest in tribal allotted or trust land. Pursuant to 41 U.S.C. 1479(d), liquidation may be pursued only after offering to transfer the account to an eligible tribal member, the tribe, or the Indian Housing Authority serving the tribe(s).
6. Referral of names, home addresses, social security numbers, and financial information to a collection or servicing contractor, financial institution, or a local, State, or Federal agency, when the agency determines such referral is appropriate for servicing or collecting the borrower's account or has provided for in contracts with servicing or collection agencies.
7. It shall be a routine use of the records in this system of records to disclose them in a proceeding before a court or adjudicative body, when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee; or (d) the United States is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation, provided; however, that in each case, the agency determines that disclosure of the records is a use of the information contained in the records that is compatible with the purpose for which the agency collected the records.
8. Referral of name, home address, and financial information for selected borrowers to financial consultants, advisors, lending institutions, packagers, agents and private or commercial credit sources, when the agency determines such referral is appropriate to encourage the borrower to refinance their RNDC indebtedness as required by title V of the Housing Act of 1949, as amended (42 U.S.C. 1471).
9. Referral of legally enforceable debts to the Department of the Treasury, Internal Revenue Service (IRS), to be offset against any tax refund that may become due the debtor for the tax year in which the referral is made, in accordance with the IRS regulations and under the authority contained in 31 U.S.C. 3720A.
10. Referral of information regarding indebtedness to the Defense Manpower Data Center, Department of Defense, and the United States Postal Service for the purpose of conducting computer matching programs to identify and locate individuals receiving Federal salary or benefit payments and who are delinquent in their repayment of debts owed to the U.S. Government under certain programs administered by the agency in order to collect debt under the provisions of the Debt Collection Act of 1982 (5 U.S.C. 5514) by voluntary repayment, administrative or salary offset procedures, or by collection agencies.
11. Referral of names, home addresses, and financial information to lending institutions when the agency determines the individual may be financially capable of qualifying for credit with or without a guarantee.
12. Disclosure of names, home addresses, social security numbers, and financial information to lending institutions that have alien against the same property as the agency for the purpose of the collection of the debt by the agency or the other lender. These loans can be under the direct and guaranteed loan programs.
13. Referral to private attorneys under contract with either the agency or with the Department of Justice for the purpose of foreclosure and possession actions and collection of past due accounts, in connection with the agency.
14. It shall be a routine use of the records in this system of records to disclose them to the Department of Justice when: (a) The agency or any component thereof; or (b) any employee of the agency in his or her official capacity where the Department of Justice has agreed to represent the employee; or (c) the United States Government, is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.
15. Referral of names, home addresses, social security numbers, and financial information to the Department of Housing and Urban Development (HUD) as a record of location utilized by Federal agencies for an automatic credit prescreening system.
16. Referral of names, home addresses, social security numbers and financial information to the Department of Labor, state wage information collection agencies, and other Federal, state and local agencies, as well as those responsible for verifying information furnished to qualify for Federal benefits, to conduct wage and benefit matching through manual or automated means, for the purpose of determining compliance with Federal regulations and appropriate servicing actions against those not entitled to program benefits, including possible recovery of improper benefits.
17. Referral of names, home addresses, and financial information to financial consultants, advisors, or underwriters, when the agency determines such referral is appropriate for developing packaging and marketing strategies involving the sale of agency loan assets.