

# Commercial Loan Application Package

## Property Forms

Thank you for applying for a loan with us. Attached you will find the documents that will help us obtain the information we will need to review your loan. There are two general packages:

- 1) **Borrower and Principal Forms** (sent separately) - These will need to be completed and returned for each Borrower and each principal of borrower. A principal of the Borrower is any person or entity that own 25% or more of the Borrower all the way down through the entity layers to individual people.
- 2) **Property Forms** ([this set](#)) - These forms provide information regarding the property to be financed. Please complete one set of forms for each property (or set of properties as identified) to be financed.

***Please ensure all forms are completed in their entirety and executed prior to sending to your loan processor.***

## Attached Forms

1. Environmental Questionnaire
2. Structural Disclosure
3. Schedule of Capital Improvements
4. Insurance Requirements
5. Title Insurance and Survey Requirements

Loan Number:

Subject Property Address

STREET ADDRESS:	CITY:	STATE:	ZIP:
-----------------	-------	--------	------

<b>STREET ADDRESS:</b>	<b>CITY:</b>	<b>STATE:</b>	<b>LOAN NUMBER:</b>
------------------------	--------------	---------------	---------------------

## 1. ENVIRONMENTAL QUESTIONNAIRE

This Environmental Questionnaire is for the Lender's information. We suggest that you review the entire form before beginning to complete it. If you should need additional space to complete any question, please attach a sheet and number your response corresponding to the question number on this form.

1. Address of subject property

---

2. Name of current property owner(s) and operator(s)

---

3. Describe the type(s) of business(es) operated and to be operated by the applicant and all tenants on the property.

---

4. Describe the type(s) of business(es) operated and to be operated on the property if Applicant is not the only operator and/or tenant.

---

5. To the best of your knowledge, describe the past use(s) of, or businesses operated on, the property.

---

6. Did or does the Applicant, current owner or any tenant have in the past, now have, or plan to obtain, an environmental permit?  YES  NO  UNKNOWN  
**If yes, attach list of the type of permits, expiration date(s), and copies of the permits.** If any such permit has expired or is otherwise no longer in effect, also indicate the reason(s) why.

---

7. Are you aware of any citations, claims, complaints, notices of violations, correspondence with governmental agencies, or internal correspondence regarding or relating to the release, threatened release, or cleanup of hazardous substances or any other environmental violation or problem at this property by the previous or current owner(s) or tenant(s) ? If yes, attach an explanation of your knowledge of such notices and/or correspondence.  YES  NO  UNKNOWN as to previous owner(s) or tenant(s)

---

8. To the best of your knowledge, describe the past uses of all properties adjacent to this property, the current uses of the properties, and the planned uses of the properties (if different from current uses).

NORTH	Past:	Current:	Future:
SOUTH	Past:	Current:	Future:
EAST	Past:	Current:	Future:
WEST	Past:	Current:	Future:

**FOR ANY QUESTION ANSWERED "YES," PLEASE DESCRIBE, BY PROVIDING ADDITIONAL INFORMATION ON A SEPARATE SHEET.**

9. Are there currently, or have there been previously, stored on the property, or otherwise used in connection with the property, any of the following?

• Any drums or containers of chemicals greater than 5 gallons	Currently: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Previously: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
• Underground or above ground storage tanks	Currently: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Previously: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
• Asbestos or lead based paints or coatings	Currently: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Previously: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN

---

10. Is there now or has there been previously any of the following on or leaking from or to the property?

• Oily films on standing water or unusual odors	Currently: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Previously: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
• Dying or dead vegetation	Currently: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Previously: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
• Stains or discoloration on or around soil, concrete, flooring, walls, or drains	Currently: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	Previously: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN

---

11. Are there now or have there ever been any ground water monitoring wells on the property?  YES  NO  UNKNOWN

---

12. Has an environmental assessment ever been performed on the property? If yes, please attach.  YES  NO  UNKNOWN

---

13. Are you aware of or has there been any environmental litigation, administrative action, or environmental clean up or remediation action related to a release or threatened release of any chemicals, hazardous substance, petroleum product, or other environmental problem or issue involving the property or an adjacent property?

	Currently? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	
	Previously? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	

---

14. Are there currently any septic systems, dry wells, leach fields, wastewater pits, ponds, or lagoons on the property? If yes, describe.
  - a. If yes to 14, have chemicals, hazardous substances, or petroleum products ever been discharged into these systems?

---

15. Have any demolition debris, hazardous substances, petroleum products, waste materials, waste piles, automotive or industrial batteries, tires, trash, or refuse been stored, dumped, buried, and/or burned on the property?

---

16. Is there a transformer, capacitor, or any hydraulic equipment on the property?

APPLICANT SIGNATURE	APPLICANT NAME	APPLICANT TITLE	DATE
---------------------	----------------	-----------------	------

**ACKNOWLEDGEMENT OF OWNER/OPERATOR (IF NOT THE APPLICANT)**

Each of the undersigned, as a current owner or operator of the subject property described in the attached Environmental Questionnaire agrees that, to my knowledge, the information set forth in such Environmental Questionnaire is materially true, accurate, and complete.

SIGNATURE – CURRENT OWNER/OPERATOR:	NAME – CURRENT OWNER/OPERATOR	TITLE – CURRENT OWNER/OPERATOR	DATE
-------------------------------------	-------------------------------	--------------------------------	------

<b>STREET ADDRESS:</b>	<b>CITY:</b>	<b>STATE:</b>	<b>LOAN NUMBER:</b>
------------------------	--------------	---------------	---------------------

## 2. STRUCTURAL DISCLOSURE

Building Area:	Year Built:
----------------	-------------

	Yes	No	N/A	<b>Please answer each numbered question below with either "Yes", "No", or "N/A".</b>
1				Seller/Owner has occupied the property within the last 12 months.
2				I am aware of any flooding or recurring leakage problems.
3				I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4				I am aware of material defects in the basement or foundation (including cracks and bulges).
5				I am aware of leaks or material defects in the roof, ceilings, or chimney.
6				I am aware of material defects in the walls or floors.
7				I am aware of material defects in the electrical system.
8				I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, etc.).
9				I am aware of material defects in the well or well equipment.
10				I am aware of unsafe conditions in the drinking water.
11				I am aware of material defects in the heating, air conditioning, or ventilating systems.
12				I am aware of material defects in the fireplace or wood-burning stove.
13				I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14				I am aware of unsafe concentrations of radon on the premises.
15				I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16				I am aware of unsafe concentrations of, or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17				I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18				I am aware of current infestations of termites or other wood boring insects.
19				I am aware of structural defect caused by previous infestations of termites or other wood boring insects.
20				I am aware of underground fuel storage tanks on the property.
21				I am aware of boundary or lot line disputes.
22				I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.

\_\_\_\_\_  
Borrower's or Authorized Agent's Name – print

\_\_\_\_\_  
Borrower's or Authorized Agent's Signature - Date

\_\_\_\_\_  
Borrower's or Authorized Agent's Name - print

\_\_\_\_\_  
Borrower's or Authorized Agent's Signature - Date

STREET ADDRESS:	CITY:	STATE:	LOAN NUMBER:
-----------------	-------	--------	--------------

### 3. SCHEDULE OF CAPITAL IMPROVEMENTS

Please identify any capital repairs or improvement costs for the property in the last 3 years and year-to-date. Also, identify proposed work to be done in the next 12 months. Please attach your own budget or worksheet, if available.

ITEMS	3 Years Ago Expense	2 Years Ago Expense	Last Year Expense	This Year Expense
Ranges				
Vinyl/Tile				
HVAC Equipment				
Roofs				
Washers				
Dryers				
Asphalt				
Parking Lot				
Paint				
Landscaping				
Common Area				
Canopy's				
Signage				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				
Other:				

Actual/Proposed work to be completed in the next 12 months. Please attach your own budget or worksheet, if available.

1)		\$	
2)		\$	
3)		\$	

<b>STREET ADDRESS:</b>	<b>CITY:</b>	<b>STATE:</b>	<b>LOAN NUMBER:</b>
------------------------	--------------	---------------	---------------------

## 4. PROPERTY, LIABILITY, AND OTHER INSURANCE REQUIREMENTS

The following general insurance requirements for commercial property will apply to your loan. Please adhere to them when obtaining the required insurance for your loan and discuss any issues that may arise with your loan processor. Additional insurance may be required with respect to your particular loan or mortgaged property. Lender will notify you of such requirements as necessary.

The loan and security agreement executed between you, as Borrower, and Lender will set forth the insurance requirements in greater detail together with on-going requirements to maintain such insurance.

**Evidence of Insurance:** Prior to closing, the following must be received and approved by Lender: (1) a certified copy of the commercial insurance policy together with all required endorsements, or (2) a Certificate of Insurance (for liability) and Evidence of Insurance (for hazard).

### Insurance Agent Contact Information (if not already provided on Letter of Interest Contact Sheet)

<b>Insurance Agent:</b>	<b>Insurance Company:</b>
<b>Email:</b>	<b>Phone No.:</b>

### General Insurance Requirements - These apply to all policies

**Acceptable Insurance Companies:** The insurance company providing coverage must (1) have a “B+” rating or better in the latest edition of “Best’s Insurance Guide”, (2) be licensed to do business in the state in which the property is located, and (3) be licensed to transact the lines of insurance required under the Program.

**The Mortgagee Clause must read as follows on each policy:**

, its successors and/or assigns, as Beneficiary

Att: Loan Servicing

- The **Loss Payee Clause** (property/hazard policy) pursuant to a Lenders Loss Payable Endorsement (Form 438-BFU) or an equivalent form subject to Lender's approval, and the **Additional Insured Clause** (liability policy) must also list the above in addition to the name of the insured.
- All policies must be written on a per occurrence basis.
- Each policy must have a cancellation provision requiring the carrier to notify the Lender at least 30 days in advance of any policy reduction or cancellation for any reason except non-payment of premium.
- Each policy must include a cancellation provision that provides for at least a 10-day written notification of non-payment of premium.
- Lender must be named as an additional insured under all liability insurance policies.
- Each property insurance policy must contain a mortgagee clause and loss payable clause acceptable to Lender.
- A paid-in full receipt for all policies in force must be provided at closing. Premium financing or installment plans are not permitted. If policy has been previously financed or paid in installments, the balance must be paid in full prior to closing.

### Blanket Policies

The Borrower can satisfy the requirements of certain parts of these guidelines through the use of a blanket or package policy (or policies) of insurance covering the Property and other properties and liabilities of the Borrower, provided that:

- The policy provides the same or better insurance coverage as a single property insurance policy.
- The property is listed and identifiable in the policy and/or associated schedules.
- The policy complies with all other applicable insurance requirements.

## Term of Policy

- ❑ Each policy must be for a term of not less than one year at the time of closing the Mortgage Loan.
- ❑ An existing policy with less than 12 months remaining at the time of closing the Mortgage Loan is acceptable so long as the policy contains the required coverages and so long as not less than 3 months remains on the policy.
- ❑ Where there is a policy with less than 12 months remaining, Lender must collect sufficient funds at the closing of the Mortgage Loan and during the months following closing of the Mortgage Loan to ensure that adequate funds will be on deposit to pay the next premium by the next scheduled due date.
- ❑ All premiums for existing or new policies must be paid in full at Mortgage Loan closing and cannot be financed. The Borrower may not finance premiums for renewals of policies.

## Evidence of Insurance

The Borrower must provide to Lender evidence of insurance for the covered Property on or before the closing of the Mortgage. Evidence of insurance coverages for the Property must be provided as follows:

- ❑ Temporary Evidence – Either (i) an ACORD 27 or 28, combined with ACORD 25 or (ii) ACORD 75, are acceptable forms of temporary evidence of insurance.
- ❑ Permanent Evidence – The originals or certified copies of current insurance policies must be provided; except for a National Flood Insurance Program (NFIP) policy. The complete insurance policy is the only sufficient evidence of coverage.
- ❑ The Policy Declaration page of a National Flood Insurance Program (NFIP) policy is acceptable evidence of flood insurance coverage.
- ❑ Evidence of coverage such as insurance policy declarations pages, single policy endorsements, insurance binders and certificates of insurance are not an acceptable form of permanent insurance coverage.

## Types of Coverages Required

Lender requires that each Property be covered by certain policy provisions for the life of the Mortgage Loan. This section covers the types of coverages that will be required.

### A. Property Damage (“Special Form”) Insurance

What is Required	“Special Form” (formerly referred to as “All-Risk”) Property Insurance Policy.
When Does it Apply?	All property types
Amount of Coverage	<ul style="list-style-type: none"><li>❑ The lesser of 1) 100% of Estimated Replacement cost, without deduction for depreciation (Full Replacement Cost), or 2) the unpaid balance of the loan at the time of funding</li><li>❑ Co-insurance is generally not acceptable</li></ul>
Maximum Deductible	<ul style="list-style-type: none"><li>❑ Not to exceed the greater of \$10,000 per occurrence for loans over \$1,000,000 or \$5,000 for loans at or under \$1,000,000 but never more than \$25,000</li><li>❑ Blanket Policy – up to 1% of the total replacement values as listed on the policy but no more than \$25,000</li></ul>

The following exclusions from “Special Form” insurance policies are acceptable:

- ❑ War or Military Action, Nuclear Hazard
- ❑ Fraudulent or dishonest acts committed by the insured
- ❑ Dispersal, release or escape of contaminants, or pollution (biological and chemical agents)

Windstorm and flood exclusions are also acceptable, provided a separate policy or coverage is obtained for these exclusions, as specified elsewhere in this section.

Lender reserves the right, at its sole discretion, to revise its insurance requirements to require coverage once excluded coverages becomes generally available in the marketplace.

## B. Ordinance and Law Coverage

<b>What is Required</b>	<b>Ordinance and Law Coverage</b>
<b>When Does it Apply?</b>	Properties that contain any type of non-conformance under current building, zoning, or land use laws or ordinances
<b>Amount of Coverage</b>	<p><b>Coverage A - Loss of Undamaged Portion of the Property</b> Equal to 100% of the full replacement cost of the Property less the damage threshold of the local building ordinance. If threshold is not available, 100% of the full replacement cost of the Property</p> <p><b>Coverage B - Demolition Cost</b> Minimum 10% of the full replacement cost of the Property</p> <p><b>Coverage C - Increased Cost of Construction</b> Minimum 10% of the full replacement cost of the Property</p>

## C. Boiler and Machinery Insurance/Equipment Breakdown

<b>What is Required</b>	Coverage from loss arising from the operation of pressure, mechanical and electrical equipment
<b>When Does it Apply?</b>	Properties where any centralized HVAC, boiler, water heater or other type of pressure-fired vessel is in operation and regulated by the state where the Property is located
<b>Amount of Coverage</b>	Full replacement cost of the building(s) that house(s) the equipment, the equipment and business interruption
<b>Maximum Deductible</b>	No more than the deductibles on the property insurance policy

## D. Business Income/Rent Loss Coverage

<b>What is Required</b>	<p><b>Business Income / Rent Loss Coverage</b></p> <p><input type="checkbox"/> Business Income / Rent Loss coverage is required for all property coverage including windstorm and flood, even if written on a stand-alone basis. See Catastrophic Risk Insurance - Windstorm Coverage, for additional information regarding the windstorm business income/rent loss requirements</p>
<b>When Does it Apply?</b>	All property types
<b>Amount of Coverage</b>	<input type="checkbox"/> Actual loss sustained or minimum 12 months' gross income/rents. The amount of coverage must be adjusted annually
<b>Maximum Deductible</b>	Two weeks per occurrence

## E. Windstorm Coverage

<b>What is Required</b>	<p><input type="checkbox"/> If the "Special Form" property damage insurance excludes any type of wind-related events, a separate windstorm insurance policy must be obtained</p> <p><input type="checkbox"/> State insurance plans, or other state-managed windstorm and beach erosion insurance pools are acceptable -- <i>if that is the only windstorm coverage available</i></p> <p><input type="checkbox"/> Business income/rent loss coverage for a minimum of 12 months plus a 90-day extended period of indemnity (as otherwise specified in this Section) is required even if a state insurance program is providing the windstorm coverage. An Excess or Difference In Conditions (DIC) policy may provide the coverage</p>
<b>When Does it Apply?</b>	Required if property is within 25 miles of the Atlantic Ocean or the Gulf of Mexico
<b>Amount of Coverage</b>	<p><input type="checkbox"/> 100% of replacement cost or if replacement cost is not available, then the actual cash value of the Property if it equals or exceeds the current unpaid Mortgage Loan balance</p> <p><input type="checkbox"/> Business Income: Actual loss sustained or minimum 12 months' gross income/rents. Business Income / Rent Loss coverage is required even if written on a stand-alone basis</p>
<b>Maximum Deductible</b>	Same as identified in <i>Property Damage ("Special Form") Insurance</i> section above

## F. Commercial General Liability Insurance

Lender requires that the Property and Borrower be covered by Liability Insurance for the life of the Mortgage Loan. This section covers the guidelines and requirements that policies for Liability Insurance must meet.

<b>What is Required</b>	<b>Commercial General Liability Insurance for bodily injury, property damage and personal injury</b>
<b>When Does it Apply?</b>	All property types
<b>Amount of Coverage</b>	<ol style="list-style-type: none"> <li>1. \$1 million per occurrence/\$2 million minimum general aggregate limit</li> <li>2. Umbrella/Excess Liability in addition to the primary (minimums) <ul style="list-style-type: none"> <li><input type="checkbox"/> The minimum required coverage limit may be satisfied by adding any combination of primary and umbrella/excess per occurrence and aggregate limits so that the sum of both equals the sum of the limits required in 1 plus 2 above</li> <li><input type="checkbox"/> See the section "Blanket Policies" (above) regarding the use of Blanket General Liability policies</li> </ul> </li> </ol>
<b>Maximum Deductible</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Not to exceed the greater of 1% or \$5,000 per occurrence for portfolio and/or single asset Mortgage Loans but no more than \$25,000</li> <li><input type="checkbox"/> Blanket Policy – up to 1% of the total replacement values as listed on the policy but no more than \$25,000</li> <li><input type="checkbox"/> Excess/Umbrella Liability: \$5,000 deductible</li> </ul>

## G. Flood Insurance

Lender must determine, for every loan, whether any of the improvements are located in a Special Flood Hazard Area (SFHA). SFHAs are areas designated by the Federal Emergency Management Agency (FEMA) as Zone A or V.

<b>What is Required</b>	Flood Insurance
<b>When Does it Apply?</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Flood insurance is required for Property Improvements located in SFHA Zone A or V</li> <li><input type="checkbox"/> If the improved portions of the Property are not located in an SFHA Zone A or V, then flood insurance is not required, even if the unimproved portions of the Property are in an SFHA</li> </ul>
<b>Amount of Coverage</b>	100% of the full replacement cost. If 100% of the full replacement cost is unavailable, then the maximum amount of insurance available under the National Flood Insurance Program (NFIP) must be obtained.
<b>Maximum Deductible</b>	Standard Flood Policy: NFIP: any deductible available under the NFIP - not to exceed the lesser of \$5,000 or 1% of the applicable amount of coverage

Flood insurance should be in the form of the standard policy issued by members of the National Flood Insurance Program (NFIP). Other policies that meet the NFIP's requirements, such as those issued by licensed property and casualty insurance companies that are authorized to participate in NFIP's "Write Your Own" program, are acceptable. Equivalent flood insurance written by qualified carriers are also acceptable.

If conditions warrant, Lender may require flood insurance for Property improvements located outside of an SFHA but within an area designated by FEMA as a Zone X, such as a Property that is in an area subject to flooding due to storm water or within close proximity to an SFHA boundary.

Lender may require the Borrower to purchase flood insurance at any time during the life of the loan due to a revision of flood hazard areas. Lender must be named as Loss Payee on the certificate.



<b>STREET ADDRESS:</b>	<b>CITY:</b>	<b>STATE:</b>	<b>LOAN NUMBER:</b>
------------------------	--------------	---------------	---------------------

## 5. TITLE INSURANCE AND SURVEY REQUIREMENTS

Title must be underwritten and issued by one of the following approved insurers:

- a. Fidelity National Title
- b. Stewart Title Guaranty Company
- c. First American Title Company
- d. Old Republic National Title Company
- e. Commonwealth Land Title Insurance Company
- f. Chicago Title Insurance Company

Borrower must provide a title report, preliminary report or title commitment and the below information for the Title Agent as soon as possible so Lender may address with the title company any issues and requirements that arise. Delays in closing may occur if title is not cleared promptly.

### Title Agent Contact Information (Lender will open if contact information not already provided on Letter of Interest Contact Sheet)

<b>Title Agent:</b>	<b>Title Insurance Company:</b>
<b>Email:</b>	<b>Phone No.:</b>
<b>Title Company Reference Number:</b>	

### A. Final Title Policy Requirements

***The Final Title Policy to be issued must:***

- Have a Face Amount equal to the Loan Amount
- Be in the form of an ALTA Loan Policy (6-17-06)
- Name Cherrywood Commercial Lending, LLC, its successors and its assigns as insured
- Name Borrower as holder of title
- Contain the endorsements requested by Lender
- Not contain an exception to the following effect:

*“Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.”*

### B. Survey Requirements - IMPORTANT!

An ALTA Survey will be required except in very few cases. The survey must be of a recent date - in some states as recently as within six months of the closing date. **Please provide available survey to processor right away for determination of acceptability.** If a new survey must be ordered, delays in closing may occur.