



DOCMAGIC PREPAYMENT

This matrix shows the default prepayment language for DocMagic's Prepayment Addenda and Riders applicable to loans that are not "covered transactions" as defined by 12 CFR 1026.43(b)(1). If state-specific versions are not listed, the multistate form is used. Please note that investors, lenders, and title companies may have different requirements than those set forth below. Please consult with the appropriate parties.

This matrix is distributed to provide general information about the subject matter covered and should not be utilized as a substitute for professional advice for your specific situation. If you require such advice, please consult with your own professional advisers.

| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|------------|---|----------------------------------|---|--|---|
| Multistate | Hard | USPATN.PPF USPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Payments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan. | | |
| | Soft | USPATNS.PPF USPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Payments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Alabama | > \$2000 & Exempt from Mini Code or Consumer Loan License | | See Multistate Forms at top of list. | | Ala. Admin. Code r. 155-2-2-.11(4) |
| Alabama | <= \$2000; Subject to Mini Code or Consumer Loan License | | Prepays Prohibited | Prohibited under Ala. Consumer Consumer Act, which applies when borrower is a natural person, and loan is used for personal, family, or household purposes | Ala. Code § 5-19-4 |
| Alaska | Prepays Prohibited | | Prepays Prohibited | Permitted only for federally insured loans that require a prepayment penalty | Alaska Stat. §§ 45.45.010(g); 06.20.260 |
| Arizona | All | | See Multistate Forms at top of list. | Closed-End Loans >\$5K | Ariz. Rev. Stat. § 44-1205 |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|------------|------------------------|----------------------------------|---|---|--|
| Arkansas | Hard | ARPATN.PPF ARPR.PPF | If within _____ months following the date the loan was made I make a Prepayment, I will pay a Prepayment charge in an amount not the exceed any of the following amounts: _____percent (____%) of the Principal loan amount remaining on the date of Prepayment if the Prepayment is made within the first twelve-month period immediately following the date the loan was made; _____ percent (____%) of the Principal loan amount remaining on the date of Prepayment if the Prepayment is made within the second twelve-month period immediately following the date the loan was made; _____percent (____%) of the Principal loan amount remaining on the date of Prepayment if the Prepayment is made within the third twelve-month period immediately following the date the loan was made. | Max 3% 1st yr, 2% 2nd yr, 1% 3rd yr; Not permitted after 36 months | Ark. Code Ann. § 23-39-513(8) |
| | Soft | ARPATNS.PPF ARPRS.PPF | If within _____ (____) months following the date the loan was made I make a Prepayment, I will pay a Prepayment charge in an amount not the exceed any of the following amounts: _____percent (____%) of the Principal loan amount remaining on the date of Prepayment if the Prepayment is made within the first twelve-month period immediately following the date the loan was made; _____ percent (____%) of the Principal loan amount remaining on the date of Prepayment if the Prepayment is made within the second twelve-month period immediately following the date the loan was made; _____percent (____%) of the Principal loan amount remaining on the date of Prepayment if the Prepayment is made within the third twelve-month period immediately following the date the loan was made. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Arkansas | Reverse Mortgage Loans | | Prepays Prohibited | Prepays are not permitted on reverse mortgage loans | Ark. Code Ann. §§ 23-54-104(a)(1); 23-53-103 |
| California | CFL, RML Licensees | | See Multistate Forms at top of list. | Consumer Finance Lender License (CFL) and Residential Mortgage Lender License (RML); Not permitted after 60 months; Max 6 months interest | CFL: Cal.Civ. Code § 2954.9, Cal. Fin. Code § 22337(c); RML: Cal. Bus. & Prof. Code § 10242.6(b) |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|-------------|---|----------------------------------|---|---|--|
| California | DRE Licensees, Hard | CAPATN.PPF CAPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds _____ percent (_____) % of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds _____ percent (_____) % of the original principal amount of the loan. | Real Estate Brokers License (DRE); Not permitted after 84 months | Cal. Bus & Prof Code § 10242.6(a); Cal. Fin. Code § 4973(a) |
| | DRE Licensees, Soft | CAPATNS.PPF CAPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds _____ percent (_____) % of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds _____ percent (_____) % of the original principal amount of the loan. If the note contains provisions for a variable interest rate, the purpose of the loan is to finance the purchase or construction of real property containing four or fewer residential units or on which four or fewer residential units are to be constructed, and the Note Holder is not a "supervised financial organization," as defined in California Civil Code Section 1916.5, then I may prepay the loan in whole or in part without a Prepayment charge within 90 days of notification of any increase in the rate of interest. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Colorado | 1st liens; Jr. liens with interest rate ≤ 12% | | See Multisate forms at top of list. | Permitted for 1st lien purchase money loans or refinances of purchase money loans; Permitted for Jr. lien loans with the finance charge ≤ 12% | Colo. Rev. Stat. § 38-30-165 |
| Colorado | Jr. liens with interest rate > 12% | | Prepays Prohibited | Prepays are not permitted on Jr. lien loans with interest rate > 12% | Colo. Rev. Stat. §§ 5-3-209; 5-2-210 |
| Connecticut | 1st | | See Multistate Forms at top of list. | 1st Lien loans | Standard Management Corp. v. Dick's General Paving, Inc., 1991 WL 270297 (Conn. Super. 1991) |
| Connecticut | Jr, Hard | CT2PATN.PPF CT2PR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (_____) % of the balance prepaid. | Prepays on 2nd Lien loans not permitted after 36 months; Max 5% | Conn. Gen. Stat. § 36a-519 |
| | Jr, Soft | CT2PAS.PPF CT2PRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (_____) % of the balance prepaid. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------------------|-----------|----------------------------------|---|---|---|
| Delaware | All | | See Multistate Forms at top of list. | Prepays must be agreed in writing | Del. Code Ann. tit. 5, §§ 2218(a)(5), (b); 2234(e); DE ADC 5 2203 |
| District of Columbia | Hard | DCPATN.PPF DCPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to the payment of _____ (_____) months' advance interest on the aggregate amount of all Prepayments made within any 12-month period in excess of one-third (1/3) of the amount of the original loan. | Prepays Not permitted after 36 months; Max 2 months interest | D.C. Code § 28-3301 |
| | Soft | DCPATNS.PPF DCPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to the payment of _____ (_____) months' advance interest on the aggregate amount of all Prepayments made within any 12-month period in excess of one-third (1/3) of the amount of the original loan. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Florida | All | | See Multistate Forms at top of list. | Prepays must be agreed in writing | Fla. Stat. Ann. §§ 697.06; 494.00791 |
| Georgia | Hard | GAPATN.PPF GAPR.PPF | If within the first _____ months after loan closing I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (____%) of the loan amount prepaid. If within the second _____ months after loan closing I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (____%) of the loan amount prepaid. | Max 2% 1st yr, 1% 2nd yr | GA ST §§ 7-4-2(b)(2); 7-6A-5 |
| | Soft | GAPATNS.PPF GAPRS.PPF | If within the first _____ months after loan closing I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (____%) of the loan amount prepaid. If within the second _____ months after loan closing I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (____%) of the loan amount prepaid. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all of any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Hawaii | All | | See Multistate Forms at top of list. | Not permitted after 60 months on 1st and Jr. Lien consumer loans under the Financial Services Loan Company Provisions; Max 6 months interest; Not permitted for variable [=≤\$25k], precomputed, & loans under the Financial Services Loan Company Provisions | HI ST §§ 478-4; 478-8; 412:9-304 |
| Idaho | 1st | | See Multistate Forms at top of list. | 1st Lien loans | Idaho Code §§ 26-3104; 28-42-306 |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------|--------------------------|----------------------------------|--|--|-------------------------------------|
| Idaho | 2nd, Hard | ID2PATN.PPF ID2PR.PPF | <p>If within _____ (_____) months after the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge determined as follows: (a) Closed-end loans-If the loan is a closed-end loan, the Prepayment charge will be an amount equal to _____ (_____) months' interest calculated on the average balance for the prior six (6) months at the rate of interest designated in the contract. If the Prepayment occurs prior to the expiration of six (6) months from the date of the contract, the Prepayment charge may be calculated in the same manner, except the number of months will be the number of months the loan has existed.</p> <p>(b) Open-end loans- If the loan is an open-end loan, the amount of the Prepayment charge will be an amount equal to _____ (_____) months' finance charge at the annual percentage rate in effect at the time of Prepayment, calculated on the average of the average daily balances on the account for the last six (6) billing periods prior to Prepayment. If the account has been open for less than (6) billing periods, the Prepayment charge shall be calculated in the same manner, except the number of billing periods shall be the number of billing periods the account has been open. I will not be charged a Prepayment charge if the loan is refinanced or consolidated with another loan by the same lender.</p> | Prepays on 2nd Lien loans Not permitted after 36 months; Max 6 months interest | Idaho Code § 28-42-306 |
| | 2nd, Soft | ID2PAS.PPF ID2PRS.PPF | <p>If within _____ (_____) months after the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge determined as follows: (a) Closed-end loans-If the loan is a closed-end loan, the Prepayment charge will be an amount equal to _____ (_____) months' interest calculated on the average balance for the prior six (6) months at the rate of interest designated in the contract. If the Prepayment occurs prior to the expiration of six (6) months from the date of the contract, the Prepayment charge may be calculated in the same manner, except the number of months will be the number of months the loan has existed.</p> <p>(b) Open-end loans- If the loan is an open-end loan, the amount of the Prepayment charge will be an amount equal to _____ (_____) months' finance charge at the annual percentage rate in effect at the time of Prepayment, calculated on the average of the average daily balances on the account for the last six (6) billing periods prior to Prepayment. If the account has been open for less than (6) billing periods, the Prepayment charge shall be calculated in the same manner, except the number of billing periods shall be the number of billing periods the account has been open. I will not be charged a Prepayment charge if the loan is refinanced or consolidated with another loan by the same lender.</p> <p>Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, the seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length.</p> | | |
| Illinois | Investment, Hard | ILPATN.PPF ILPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month periods exceeds twenty (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan. | Permitted for investment properties only. | 205 ILCS 635/5-8 |
| | Interest rate ≤ 8%, Soft | ILPATNS.PPF ILPRS.PPF | If within _____ (_____) months after the loan closing I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment penalty in an amount determined as follows: (A) _____ percent (_____) of the outstanding balance of the loan prepaid during the first twelve (12) months of the loan term; (B) _____ percent (_____) of the outstanding balance of the loan prepaid during the second twelve (12) months of the loan term; and (C) _____ percent (_____) of the outstanding balance of the loan prepaid during the third twelve (12) months of the loan term. However, in no event shall I be charged a prepayment penalty if I make a full Prepayment or one or more partial Prepayments on the earlier to occur of: (a) the date following the third anniversary date of the Security Instrument, or (b) if the Note contains provisions for a variable interest rate, the date following the first change date or rate adjustment, as provided in the Note. | Permitted for owner-occupied and 2nd homes; Max 3% 1st yr, 2% 2nd yr, 1% 3rd yr. Not applicable to FHA or VA loans. | 205 ILCS 635/5-8; 815 ILCS 205/4.1a |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------|------------------------|----------------------------------|--|--|---|
| | | | Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with the destruction or bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property _____ the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Illinois | Interest rate > 8% | | Prepays Prohibited | Prepays not permitted on loans with interest rate > 8% | 815 IL CS 205/4(2)(a) |
| Indiana | 1st | | See Multistate Forms at top of list. | 1st lien loans unregulated | Ind. Code §§ 24-4.5-1-301(17); 24-4.5-3-105; 24-9-4-1 |
| Indiana | 2nd, Hard | INPATN.PPF INPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of any amount prepaid within sixty (60) days of the date of the Prepayment in full, after deducting all refunds and rebates as of the date of the Prepayment; provided, however, that I will not be required to pay a Prepayment charge if I refinance or consolidate my loan with the same creditor, or if my Prepayment is made from the proceeds of any insurance policy or if my Prepayment results from acceleration after default. | Prepays on 2nd lien loans not permitted after 36 months; Max 2% | Ind. Code §§ 24-4.5-3-209(1); 24-9-4-1 |
| | 2nd, Soft | INPATNS.PPF INPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of any amount prepaid within sixty (60) days of the date of the Prepayment in full, after deducting all refunds and rebates as of the date of the Prepayment; provided, however, that I will not be required to pay a Prepayment charge if I refinance or consolidate my loan with the same creditor, or if my Prepayment is made from the proceeds of any insurance policy or if my Prepayment results from acceleration after default. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, the seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Iowa | Prepays Prohibited | | Prepays Prohibited | Prepays Prohibited | Iowa Code §§ 537.2501; 535.9; 536.10 |
| Kansas | 1st & LTV ≤ 100%, Hard | KSPATN.PPF KSPR.PPF | If within _____ (_____) months from the date the Note is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the amount of the Prepayment. | Permitted for 1st lien loans not subject to the Kansas Uniform Consumer Credit Code (UCCC) with LTV ≤ 100%; Prepays not permitted after 6 months | Kan. Stat. Ann. §§ 16-207; 16a-1-109 |
| | 1st & LTV ≤ 100%, Soft | KSPATNS.PPF KSPRS.PPF | If within _____ months from the date the Note is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the amount of the Prepayment. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Kansas | All Other Loans | | Prepays Prohibited | Prepays are not permitted on loans subject to the Kansas UCCC | Kan. Stat. Ann. § 16a-2-509 |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|-----------|-----------|----------------------------------|---|---|---------------------------------|
| Kentucky | Hard | KYPATN.PPF KYPR.PPF | If within _____ (_____) months after the loan closing I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment penalty in an amount determined as follows: (A) _____ percent (_____ %) of the outstanding balance of the loan prepaid during the first twelve (12) months of the loan term; (B) _____ percent (_____ %) of the outstanding balance of the loan prepaid during the second twelve (12) months of the loan term; and (C) _____ percent (_____ %) of the outstanding balance of the loan prepaid during the third twelve (12) months of the loan term. However, in no event shall I be charged a prepayment penalty if (1) I refinance with the same mortgage loan company that funded the loan evidenced by the Note, or (2) I make a full Prepayment or one or more partial Prepayments on the earlier to occur of: (a) the date following the third anniversary date of the Security Instrument, or (b) if the Note contains provisions for a variable interest rate, the date within sixty (60) days prior to the date of the first interest rate reset, as provided in the Note. | Prepays not permitted following the third anniversary date of the mortgage or sixty (60) days prior to the date of the first interest rate reset, whichever is less. No prepayment penalty shall exceed 3% for the first year, 2% for the second year, and 1% for the third year of the outstanding balance of the loan; but in no event shall a prepayment penalty be assessed | Ky. Rev. Stat. § 286.8-110(4) |
| | Soft | KYPATNS.PPF KYPRS.PPF | If within _____ (_____) months after the loan closing I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment penalty in an amount determined as follows: (A) _____ percent (_____ %) of the outstanding balance of the loan prepaid during the first twelve (12) months of the loan term; (B) _____ percent (_____ %) of the outstanding balance of the loan prepaid during the second twelve (12) months of the loan term; and (C) _____ percent (_____ %) of the outstanding balance of the loan prepaid during the third twelve (12) months of the loan term. However, in no event shall I be charged a prepayment penalty if (1) I refinance with the same mortgage loan company that funded the loan evidenced by the Note, or (2) I make a full Prepayment or one or more partial Prepayments on the earlier to occur of: (a) the date following the third anniversary date of the Security Instrument, or (b) if the Note contains provisions for a variable interest rate, the date within sixty (60) days prior to the date of the first interest rate reset, as provided in the Note. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property _____ the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Louisiana | Hard | LAPATN.PPF LAPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount determined as follows: (a) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the first year of the loan term; (b) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the second year of the loan term; (c) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the third year of the loan term; (d) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the fourth year of the loan term; (e) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the fifth year of the loan term. | Not permitted after 60 months; Max 5% declining to 1%. | La. Rev. Stat. Ann. § 6:1096(E) |
| | Soft | LAPATNS.PPF LAPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount determined as follows: (a) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the first year of the loan term; (b) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the second year of the loan term; (c) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the third year of the loan term; (d) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the fourth year of the loan term; (e) _____ percent (_____ %) of the unpaid Principal balance if prepaid in full during the fifth year of the loan term. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------|---|----------------------------------|--|---|---|
| Maine | First lien fixed rate; Junior lien purchase money | | See Multistate Forms at top of list. | Prepays permitted on 1st lien, closed-end, fixed rate loans and Jr. lien, purchase money (and refinances of purchase money) loans | Me. Rev. Stat. Ann. tit. 9-A, §§ 1-202(8); 9-308; |
| Maine | All Other loans | | Prepays Prohibited | Prepays prohibited on all other loans | Me. Rev. Stat. Ann. tit. 9-A, § 2-509 |
| Maryland | 2nd Home; Investment > \$75k, Hard | MDPATN.PPF MDPR.PPF | If within _____ (_____) months from the date the loan is made, I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the aggregate amount of all Prepayments I make in any 12-month period in excess of one-third (1/3) of the amount of the original loan. If the interest rate or finance charge at any time exceeds the legal limit under which a Prepayment penalty is allowed, then the Note Holder's right to assess a Prepayment penalty will be determined under applicable law. | Permitted for second home properties and investment properties with loan > \$75K; Max 2 months interest. Prepayment penalty prohibition does not apply to certain entities that are exempt under MD Financial Institutions Code § 11-501(i)(2). | MD COML §§ 12-103(a), (b)(iii); 12-107; 12-1009; MD Financial Institutions Code § 11-501(i)(2); MD Advisory Letter 11-07 |
| | 2nd Home; Investment > \$75k, Soft | MDPATNS.PPF MDPRS.PPF | If within _____ (_____) months from the date the loan is made, I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the aggregate amount of all Prepayments I make in any 12-month period in excess of one-third (1/3) of the amount of the original loan. If the interest rate or finance charge at any time exceeds the legal limit under which a Prepayment penalty is allowed, then the Note Holder's right to assess a Prepayment penalty will be determined under applicable law. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Maryland | O/O; Investment <= \$75K, | | Prepays Prohibited | Prepays are not permitted for owner-occupied properties and investment properties with loan <= \$75K. Prepayment penalty prohibition does not apply to certain entities that are exempt under MD Financial Institutions Code § 11-501(i)(2). | MD COML §§ 12-105(d); 12-407(d); MD Financial Institutions Code § 11-501(i)(2); Bednar v. Provident Bank of Maryland 397 Md. 396, 918 A.2d 468 (2007); MD Advisory Letter 11-07 |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|---------------|--------------------------|----------------------------------|--|---|---|
| Massachusetts | Loan Amount ≥ \$6K, Hard | MAPATN.PPF MAPR.PPF | If I make a full Prepayment of the Note before the date fixed for payment, I will at the same time pay a Prepayment charge equal to the balance of the first year's interest or _____ (_____) months' interest, whichever is less; provided, however, that if I make a full Prepayment within _____ (_____) months from the date of the Note for the purpose of refinancing with another financial institution, I will pay an additional Prepayment charge equal to _____ (_____) months' interest. I will not be required to pay a Prepayment charge or additional penalty if the Note is paid in full after _____ (_____) months from the date of the Note. I will not be required to pay a Prepayment charge or penalty if I make additional payments toward the principal balance for the term of the loan. | Prepays permitted on loans with loan amount ≥ \$6K; Max charge not to exceed the lesser 3 months interest or balance of 1st years interest; If refinanced with another lender within 36 months, an additional 3 months interest | MA ST 140 § 90A, 83 § 56, 83C § 5; 209 MA ADC 26.01(4)(b); 940 MA ADC 8.06(10). |
| | Loan Amount ≥ \$6K, Soft | MAPATNS.PPF MAPRS.PPF | If I make a full Prepayment of the Note before the date fixed for payment, I will at the same time pay a Prepayment charge equal to the balance of the first year's interest or _____ (_____) months' interest, whichever is less; provided, however, that if I make a full Prepayment within _____ (_____) months from the date of the Note for the purpose of refinancing with another financial institution, I will pay an additional Prepayment charge equal to three (3) months' interest. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Massachusetts | Loan Amount < 6K | | Prepays Prohibited | Prepays are prohibited on loans with loan amount < 6K | 209 MA ADC 26.01 |
| Michigan | Hard | MIPATN.PPF MIPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the amount of the Prepayment. | 1st Lien mortgage loans secured by single-family dwellings; Jr. Lien Closed-End mortgage loans; Not permitted after 36 months; Max 1% | Mich. Comp. Laws Ann. §§ 438.31c(2)(c); 445.1673(1); 493.71(2) |
| | Soft | MIPATNS.PPF MIPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the amount of the Prepayment. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|-------------|---|----------------------------------|---|--|--|
| Minnesota | Section 334.01 loans ≥ \$100K; Section 47.204 loans, Hard | MNPATN.PPF MNPFR.PPF | If within _____ (_____) months after the date the Note is executed I make a full Prepayment (other than a full Prepayment in connection with the sale of the Property), I will pay a Prepayment charge equal to the lesser of (i) _____ percent (_____) of the unpaid Principal balance at the time of Prepayment, or (ii) 60 days' interest on the unpaid Principal balance at the time of Prepayment. | Not permitted after 42 months; Max 2% or 60 days' interest for: 1. Section 334.01 mortgage loans ≥ \$100K and 2. Section 47.204 First mortgage loans; Not permitted for Section 47.59 mortgage loans < \$100K unless licensed under Chapter 58; Not permitted if loan is a subprime loan and does not exceed the conforming loan size limit for a single-family dwelling as established by Fannie Mae. Section 47.59 mortgage loans are industrial loan and thrift companies organized under chapter 53 and regulated lenders organized under chapter 56. Chapter 58 licensees are residential mortgage originators and servicers. | Minn. Stat. §§ 47.204; 47.59; 334.01; 58.137 |
| | Section 334.01 loans ≥ \$100K; Section 47.204 loans, Soft | MNPATNS.PPF MNPFRS.PPF | If within _____ (_____) months after the date the Note is executed I make a full Prepayment (other than a full Prepayment in connection with the sale of the Property), I will pay a Prepayment charge equal to the lesser of (i) _____ percent (_____) of the unpaid Principal balance at the time of Prepayment, or (ii) 60 days' interest on the unpaid Principal balance at the time of Prepayment. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Mississippi | Hard | MSPATN.PPF MSPFR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount determined as follows: (a) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the first year of the loan term; (b) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the second year of the loan term; (c) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the third year of the loan term; (d) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the fourth year of the loan term; and (e) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the fifth year of the loan term. | Not permitted after 60 months; Max 5% declining to 1%. | Miss. Code Ann. § 75-17-31 |
| | Soft | MSPATNS.PPF MSPFRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount determined as follows: (a) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the first year of the loan term; (b) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the second year of the loan term; (c) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the third year of the loan term; (d) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the fourth year of the loan term; and (e) _____ percent (_____) of the unpaid Principal balance if prepaid in full during the fifth year of the loan term. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------|-----------|----------------------------------|---|---------------------------------------|------------------------------------|
| Missouri | Hard | MOPATN.PPF MOPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the Principal balance at the time of Prepayment; provided however, that if I replace this mortgage loan with a new mortgage loan made by another lender and the proceeds are used to either pay down or reduce the balance to a smaller amount before making a full Prepayment in order to avoid or reduce the amount of the Prepayment charge, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the average daily balance for the prior six (6) months. | Not permitted after 60 months; Max 2% | Mo. Rev. Stat. §§ 408.036; 408.241 |
| | Soft | MOPATNS.PPF MOPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the Principal balance at the time of Prepayment; provided however, that if I replace this mortgage loan with a new mortgage loan made by another lender and the proceeds are used to either pay down or reduce the balance to a smaller amount before making a full Prepayment in order to avoid or reduce the amount of the Prepayment charge, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the average daily balance for the prior six (6) months. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Montana | 1st | | See Multistate Forms at top of list. | 1st Lien loans unregulated | Unregulated |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|---------|-----------|----------------------------------|---|--|-------------------------------|
| Montana | 2nd, Hard | MT2PATN.PPF MT2PR.PPF | <p>If within _____ (_____) months from the date the Security Instrument is executed, I make a full Prepayment or one or more partial Prepayments for any reason, including after default, and the amount of any such Prepayment exceeds _____ percent (_____) of the then-outstanding Principal amount of the Note, I will pay a Prepayment charge determined as follows:</p> <p>(a) _____ percent (_____) of the then-outstanding Principal balance of the Note if the Prepayment occurs during the first _____ months after the date the Security Instrument is executed; or (b) _____ percent (_____) of the then-outstanding Principal balance of the loan if the Prepayment occurs more than _____ (_____) months after the date of the loan, but on or before _____ (_____) months after the date the Security Instrument is executed; or (c) _____ percent (_____) of the then-outstanding Principal balance of the loan if the Prepayment occurs more than _____ months after the date of the loan, but before _____ months after the date the Security Instrument is executed. I will not be required to pay a Prepayment charge if the Prepayment results solely because of the enforcement of a "due on sale" clause in the Security Instrument; or the loan is prepaid by another loan made by the same licensee or an affiliate of the licensee; or if the Prepayment occurs as a result of a payment made by a credit life insurance policy or other insurance</p> | 2nd Lien Loans; Not permitted after 60 months; Max 10% 1st 6 months, 7% 7th-18th months, 3.5% 18th-60th months | Mont. Code Ann. § 32-5-301(8) |
| | 2nd, Soft | MT2PAS.PPF MT2PRS.PPF | <p>If within _____ (_____) months from the date the Security Instrument is executed, I make a full Prepayment or one or more partial Prepayments for any reason, including after default, and the amount of any such Prepayment exceeds ten percent (10.000%) of the then-outstanding Principal amount of the Note, I will pay a Prepayment charge determined as follows:</p> <p>(a) _____ percent (_____) of the then-outstanding Principal balance of the Note if the Prepayment occurs during the first _____ months after the date the Security Instrument is executed; or (b) _____ percent (_____) of the then-outstanding Principal balance of the loan if the Prepayment occurs more than _____ (_____) months after the date of the loan, but on or before _____ (_____) months after the date the Security Instrument is executed; or (c) _____ percent (_____) of the then-outstanding Principal balance of the loan if the Prepayment occurs more than _____ months after the date of the loan, but before _____ months after the date the Security Instrument is executed. I will not be required to pay a Prepayment charge if the Prepayment results solely because of the enforcement of a "due on sale" clause in the Security Instrument; or the loan is prepaid by another loan made by the same licensee or an affiliate of the licensee; or if the Prepayment occurs as a result of a payment made by a credit life insurance policy or other insurance. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length.</p> | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|---------------|---|----------------------------------|--|---|---|
| Nebraska | All | | See Multistate Forms at top of list. | Prepays are permitted if charges are reasonable and necessary | Neb. Rev. Stat. §§ 45-714(1)(l); 45-101.02 |
| Nevada | All | | See Multistate Forms at top of list. | Prepays must be agreed in writing | Nev. Rev. Stat. § 99.050 |
| New Hampshire | Hard | NHPATN.PPF NHPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month periods exceeds twenty (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan. | Not permitted after 60 months on 2nd lien loans only; Prepayment provision needs to be in bold in all loans | NH ST §§ 397-A:15; 397-A: 16-a(III) |
| | Soft | NHPATNS.PPF NHPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month periods exceeds twenty (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| New Jersey | Prepays Prohibited | | Prepays Prohibited | Prepays Prohibited | NJ ADC 3:15-10.1 |
| New Mexico | Prepays Prohibited | | Prepays Prohibited | Prepays Prohibited | N.M. Stat. Ann. § 56-8-30 |
| New York | 1st & fixed with interest rate ≤ 6%; 1st & variable rate ≥ \$250K | | See Multistate Forms at top of list. | Permitted on 1st lien, fixed rate loans with interest rate ≤ 6%; 1st lien, variable rate loan ≥ \$250K | NY Real Prop § 254-a |
| New York | 1st & fixed with interest rate > 6%; 1st & variable rate < \$250K; Jr lien < \$250K, Hard | NYPATN.PPF NYPR.PPF | If before _____ (_____) months from the date the loan is made I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the amount prepaid. If the interest rate or finance charge at any time exceeds the legal limit under which the Prepayment penalty as described above is allowed, then the Note Holder's right to assess the Prepayment penalty will be determined under applicable law. | Not Permitted after 12 months on; 1. 1st lien, fixed rate loans secured by 1-6 family owner-occupied dwelling with interest rate >6%; 2. 1st lien, alternative mortgage loans secured by 1-4 owner-occupied dwelling <\$250K; 3. Jr. lien, owner-occupied <\$250K if interest rate is fixed for at least 5 years | NY Gen Oblig § 5-501(3); NY Real Prop § 254-a; 3 NY ADC 82.8(a), 80.10;(e); NY Bank §590-a(2) |
| New York | 1st & fixed with interest rate > 6%; 1st & variable rate < \$250K; Jr lien < \$250K, Soft | NYPATNS.PPF NYPRS.PPF | If before _____ (_____) months from the date the loan is made I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the amount prepaid. If the interest rate or finance charge at any time exceeds the legal limit under which the Prepayment penalty as described above is allowed, then the Note Holder's right to assess the Prepayment penalty will be determined under applicable law. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | DocMagic defaults to 3%. | NY Gen Oblig § 5-501(3); NY Real Prop § 254-a; 3 NY ADC 82.8(a), 80.10;(e); NY Bank §590-a(2) |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------------|--|----------------------------------|--|--|--|
| New York | All Other loans | | Prepays Prohibited | Prepays not permitted on Jr. lien loans originated by New York-licensed mortgage brokers | NY Bank § 590-a(2) |
| North Carolina | Loan Amount ≥ \$300K | | See Multistate Forms at top of list. | Permitted on loans ≥ \$300K | N.C. Gen. Stat. § 24-2.4 |
| North Carolina | 1st liens > \$150k, but < \$300K; Jr. liens < \$300K, Hard | NCPATN.PPF NCPR.PPF | If within _____ (_____) months after the loan closing I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____%) of the amount prepaid. | Permitted on 1st lien loans > \$150K, but < \$300K; Permitted on Jr. lien loans < \$300K, but max 2% on Jr. lien loans < \$100K | N.C. Gen. Stat. §§ 24-1.1A(b); 24-10(b); 53-243.11(10) |
| | 1st liens > \$150k, but < \$300K; Jr. liens < \$300K, Soft | NCPATNS.PPF NCPRS.PPF | If within _____ (_____) months after the loan closing I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____%) of the amount prepaid. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| North Carolina | 1st lien ≤ \$150K; HELOC loans; Brokered mortgage loans ≤ \$150K | | Prepays Prohibited | Prepays are not permitted on: 1. 1st lien loans ≤ \$150K, 2. Equity Line of Credit Loans (excluding Banks) and 3. Brokered mortgage loans ≤ \$150K | N.C. Gen. Stat. §§ 24-1.1A(b); 45-2.4; 53-243.11(10) |
| North Dakota | All | | See Multistate Forms at top of list. | None | Unregulated |
| Ohio | 1st, Hard | OHPATNA.PPF OHPRA.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____%) or the original Principal amount of the residential mortgage. | 1st lien loans >= \$86,929; Max 1% for first 5 yrs; Not permitted after 60 months | Ohio Rev. Code §§ 1343.011(c); 1349.27(A) |
| | 1st, Soft | OHPAAS.PPF OHPRAS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____%) or the original Principal amount of the residential mortgage. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------|---------------------|----------------------------------|--|---|--|
| Ohio | 2nd, Hard | OHPATNB.PPF OHPRB.PPF | If within _____ (_____) months from the date the loan contract is executed I make a full Prepayment, I will pay a Prepayment charge in an amount determined as follows: (a) _____ percent (_____%) of the original principal amount of the loan is paid in full prior to one year after the date the loan contract is executed; and (b) _____ percent (_____%) of the original principal amount of the loan if the loan is paid in full at any time from one year, but prior to two years, after the date the loan contract is executed. Notwithstanding the foregoing provisions, I will not be required to pay a Prepayment charge if any of the following applies: (i) the loan is a refinancing by the same registrant or a registrant to whom the loan has been assigned; (ii) the loan is paid in full as a result of the real estate that secures the loan; or (iii) the loan is paid in full with proceeds of an insurance claim against an insurance policy that insures the life of the borrower or an insurance policy that covers loss, damage, or destruction of the real estate that secures the loan. | 2nd lien loans; Max 1% for first 5 yrs, or a 2% declining 1% for 2 yrs only (DocMagic default verbiage); Not permitted after 60 months | Ohio Rev. Code §§ 1321.57(G); 1321.58(C)(1) |
| | 2nd, Soft | OHPABS.PPF OHPRBS.PPF | If within _____ (_____) months from the date the loan contract is executed I make a full Prepayment, I will pay a Prepayment charge in an amount determined as follows: (a) _____ percent (_____%) of the original principal amount of the loan if the loan is paid in full prior to one year after the date the loan contract is executed; and (b) _____ percent (_____%) of the original principal amount of the loan if the loan is paid in full at any time from one year, but prior to two years, after the date the loan contract is executed. Notwithstanding the foregoing provisions, I will not be required to pay a Prepayment charge if any of the following applies: (i) the loan is a refinancing by the same registrant or a registrant to whom the loan has been assigned; (ii) the loan is paid in full as a result of the real estate that secures the loan; or (iii) the loan is paid in full with proceeds of an insurance claim against an insurance policy that insures the life of the borrower or an insurance policy that covers loss, damage, or destruction of the real estate that secures the loan. Notwithstanding the foregoing provisions, I make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property _____ the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Oklahoma | Interest rate ≤ 13% | | See Multistate Forms at top of list. | Loans with interest rate ≤ 13% | Unregulated |
| Oklahoma | Interest rate > 13% | | Prepays Prohibited | Prepays not permitted on loans with interest rate > 13% | OK ST T. 14A § 3-209 |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|--------------|---|----------------------------------|---|--|--|
| Oregon | Hard | ORPATN.PPF ORPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount determined as follows: (a) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the first year of the loan term; (b) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the second year of the loan term; (c) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the third year of the loan term; (d) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the fourth year of the loan term; and (e) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the fifth year of | None | Or. Rev. Stat. §§ 82.160; 82.170; OR ADC 441-870-0040 |
| | Soft | ORPATNS.PPF ORPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount determined as follows: (a) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the first year of the loan term; (b) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the second year of the loan term; (c) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the third year of the loan term; (d) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the fourth year of the loan term; and (e) _____ percent (_____%) of the amount of the Prepayment if I make a Prepayment during the fifth year of Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another an unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Pennsylvania | 1st & 2nd loans > \$237,474 | | See Multistate Forms at top of list. | 1st and 2nd lien loans > \$237,474 | 41 Pa. Stat. § 301(f)(i); 7 Pa. Stat. § 6126(5) |
| Pennsylvania | 1st & 2nd loans > \$5K, but ≤ \$237,474 | | Prepays Prohibited | Prepays not permitted on 1st and 2nd lien loans > \$5K, but ≤ \$237,474 | 41 Pa. Stat. §§ 405; 101; 10 PA ADC §§ 7.8; 7 Pa. Stat. § 6102 |
| Rhode Island | Hard | RIPATN.PPF RIPR.PPF | If within _____ (_____) months from the date the loan is made I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____%) of the balance due at the date of the pay-off. | 1st & 2nd lien loans not permitted after 12 months; Max 2%; However, a prepay maybe imposed for as much as 60 months if the following conditions are met: 1. The terms and conditions of the penalty are prominently displayed; 2. borrower consents; 3. Lender has offered a prepayment option limited to 1 yr. | R.I. Gen. Laws § 34-23-5 |
| | Soft | RIPATNS.PPF RIPRS.PPF | If within _____ (_____) months from the date the loan is made I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____%) of the balance due at the date of the pay-off. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------------|--|----------------------------------|--|--|--|
| South Carolina | 1st & Loan Amount > \$240K, Hard | SCPATN.PPF SCPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____percent (_____) of the amount prepaid. | Permitted on 1st lien loans > \$240K | S.C. Code Ann. § 37-3-105 |
| | 1st & Loan Amount > \$240K, Soft | SCPATNS.PPF SCPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to _____percent (_____) of the amount prepaid. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| South Carolina | 1st & Loan Amount ≤ \$255K; Jr. lien loans | | Prepays Prohibited | Prepays not permitted on 1st lien loans ≤ \$255K and Jr. lien loans | S.C. Code Ann. §§ 37-3-105; 37-3-209; 37-10-103 |
| South Dakota | All | | See Multistate Forms at top of list. | None | Unregulated |
| Tennessee | RML Licensees | | See Multistate Forms at top of list. | Prepays are permitted for loans under Residential Mortgage Licensees (RML) | TN ST § 47-14-108 |
| Tennessee | ILT Licensees | | Prepays Prohibited | Prepays are not permitted on loans uner the Industrial Loan and Thrift Company ACT (ILT) | Tenn. Code Ann. §§ 45-5-301; 45-5-403 |
| Texas | 1st lien ≤ 12%; Jr. lien ≤ 10% | | See Multistate Forms at top of list. | Permitted for 1st lien loans with interest rate ≤ 12%; Unregulated for Jr. lien loans with interest rate ≤ 10% | Tex. Fin. Code §§ 302.102; 342.005; 342.502; Tex. Const. art. 16 § 50(a)(6)(G) |
| Texas | 1st lien > 12%; Jr. lien > 10%; Non-Purchase money loans | | Prepays Prohibited | Prepays not permitted on 1st lien loans > 12% and Jr. lien loans > 10%; Prepays prohibited on non-purchase money loans (Cash-Out, Equity, HELOC) | Tex. Fin. Code §§ 302.102; 342.005; 342.502; Tex. Const. art. 16 § 50(a)(6)(G) |
| Utah | All except Junior liens | | See Multistate Forms at top of list. | Prohibited on Jr. lien loans only | Utah Code Ann. §§ 61-2c-301(1)(b)(i); 70C-3-101(1) |
| Utah | Junior liens | | Prepays Prohibited | Prohibited on Jr. lien loans only | Utah Code Ann. §§ 61-2c-301(1)(b)(i); 70C-3-101(1) |
| Vermont | Prepays Prohibited | | Prepays Prohibited | Prepays Prohibited | Vt. Stat. Ann. tit. 8, § 2232a(d); Vt. Stat. Ann. tit. 9, § 45 |
| Virginia | 1st Non-O/O & ≥ \$75K | | See Multistate Forms at top of list. | 1st lien non-borrower occupied ≥ \$75K | Unregulated |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|----------|-----------------------------|----------------------------------|---|--|-----------------------|
| Virginia | 1st Non-O/O & < \$75K, Hard | VAPAN.PPF VAPRN.PPF | Section 6.1-330.81 of the Virginia Statutes Annotated provides in relevant part as follows: "Every loan contract... secured by a first deed of trust or first mortgage on real estate, where the principal amount of the loan is less than \$75,000, shall permit the prepayment of the unpaid principal at any time and no penalty in excess of one percent of the unpaid principal balance shall be allowed." Accordingly, if within _____ (_____) months from the date the Security Instrument is executed, I make a Prepayment, I will pay a Prepayment Charge in an amount equal to _____ percent (_____) of the unpaid Principal Balance. | 1st lien non-borrower occupied < \$75K; Max 1% | Va. Code § 6.1-330.81 |
| | 1st Non-O/O & < \$75K, Soft | VAPANS.PPF VAPRNS.PPF | Section 6.1-330.81 of the Virginia Statutes Annotated provides in relevant part as follows: "Every loan contract... secured by a first deed of trust or first mortgage on real estate, where the principal amount of the loan is less than \$75,000, shall permit the prepayment of the unpaid principal at any time and no penalty in excess of one percent of the unpaid principal balance shall be allowed." Accordingly, if within _____ (_____) months from the date the Security Instrument is executed, I make a Prepayment, I will pay a Prepayment Charge in an amount equal to _____ percent (_____) of the unpaid Principal Balance. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Virginia | 1st O/O, Hard | VAPAO.PPF VAPRO.PPF | Section 6.1-330.83 of the Virginia Statutes Annotated provides as follows: "The prepayment penalty in the case of the loan secured by a mortgage or deed of trust on a home which is occupied or to be occupied in whole or in part by a borrower shall not be in excess of two percent of the amount of such prepayment." Accordingly, if within _____ (_____) months from the date the Security Instrument is executed, I make a Prepayment, I will pay a Prepayment Charge in an amount equal to _____ percent (_____) of the amount | 1st lien borrower occupied; Max 2% | Va. Code § 6.1-330.83 |
| | 1st O/O, Soft | VAPAO.S.PPF VAPROS.PPF | Section 6.1-330.83 of the Virginia Statutes Annotated provides as follows: "The prepayment penalty in the case of the loan secured by a mortgage or deed of trust on a home which is occupied or to be occupied in whole or in part by a borrower shall not be in excess of two percent of the amount of such prepayment." Accordingly, if within _____ (_____) months from the date the Security Instrument is executed, I make a Prepayment, I will pay a Prepayment Charge in an amount equal to _____ percent (_____) of the amount Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|---------------|---------------------------------------|----------------------------------|---|---|--|
| Virginia | Jr, Hard | VA2PATN.PPF VA2PR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the Principal amount prepaid. However, I will not be required to pay a Prepayment charge if (i) the loan is refinanced or consolidated with the same lender or a subsequent note holder, or (ii) the loan is accelerated due to default. In addition, I will not be required to pay a Prepayment charge if I make one or more partial Prepayments. | Jr. lien loans; Max 2% | Va. Code §§ 6.1-330.72; 6.1-330.85 |
| | Jr, Soft | VA2PAS.PPF VA2PRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the Principal amount prepaid. However, I will not be required to pay a Prepayment charge if (i) the loan is refinanced or consolidated with the same lender or a subsequent note holder, or (ii) the loan is accelerated due to default. In addition, I will not be required to pay a Prepayment charge if I make one or more partial Prepayments. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Washington | Junior liens with interest rate > 12% | | Prepays Prohibited | Not permitted for Jr. lien loans with interest rate > 12%; Not permitted for loans pursuant to a CLA license | WA ST § 31.04.115(1)(d); WA ADC § 208-620-560(8) |
| Washington | All Other loans | | See Multistate Forms at top of list. | Prepays on all other loans permitted | Unregulated |
| West Virginia | 1st Hard | WVPATN.PPF WVPR.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the original Principal amount under the Note; provided that the Prepayment charge is not assessed on a refinancing within one year from the date of the prior loan. | Under the Consumer Credit and Protection Act, prepays on 1st lien loans are permitted; Not permitted after 36 months; Max 1%; Prepays Not permitted during the 1st year on refinances | W. Va. Code § 46A-3-110 |
| | 1st Soft | WVPATNS.PPF WVPRS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment, I will pay a Prepayment charge in an amount equal to _____ percent (_____) of the original Principal amount under the Note; provided that the Prepayment charge is not assessed on a refinancing within one year from the date of the prior loan. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months fo the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| West Virginia | All Other loans | | Prepays Prohibited | Prepays prohibited on all other loans | W. Va. Code § 31-17-8(b) |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|-----------|---|----------------------------------|---|---|---|
| Wisconsin | 1st lien fixed rate; 2nd lien > \$25K, Hard | WIPAF.PPF WIPRF.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) days' interest at the contract rate on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original amount of the loan. | 1st lien, fixed rate loans; Not permitted after 60 months; Max 60 days' interest on amount paid in excess of 20% of original balance; 2nd lien loans > \$25K unregulated | Wis. Stat. Ann. §§ 138.052(2)(a); 422.208 |
| | 1st lien fixed rate; 2nd lien > \$25K, Soft | WIPAFS.PPF WIPRFS.PPF | If within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) days' interest at the contract rate on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original amount of the loan. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property within the first _____ months for the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Wisconsin | 1st lien variable rate, Hard | WIPAV.PPF WIPRV.PPF | If the Note contains provisions for a variable interest rate, based upon an index that is not an "approved index" as defined under Wisconsin law, then I may prepay the loan in whole or in part without paying a Prepayment charge within 30 days after notice of an increase in the interest rate. Otherwise, if within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) days' interest at the contract rate on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original amount of the loan. | Prepays on a 1st lien, variable rate loan permitted if the following conditions are met: 1. Lender makes a variable rate loan without Prepays and provides the borrower with a written statement of the fact; 2. Borrower acknowledges in writing that he or she received the statement; 3. Prepays are Not permitted after 36 months; 4. Prepays are not charged in connection with the sale of a home | Wis. Stat. Ann. § 138.056(3m) |
| | 1st lien variable rate, Soft | WIPAVS.PPF WIPRVS.PPF | If the Note contains provisions for a variable interest rate, based upon an index that is not an "approved index" as defined under Wisconsin law, then I may prepay the loan in whole or in part without paying a Prepayment charge within 30 days after notice of an increase in the interest rate. Otherwise, if within _____ (_____) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) days' interest at the contract rate on the amount by which the total of my prepayments within any 12-month period exceeds twenty percent (20%) of the original amount of the loan. Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property the first _____ months for the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, they buyer, seller, lender, real estate agent or broker, are independent of one another and unrelate by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length. | | |
| Wisconsin | 2nd lien ≤ \$25K | | Prepays Prohibited | Prepays are not permitted on 2nd lien loans ≤ \$25K | Wis. Stat. Ann. § 422.208 |
| Wisconsin | Not Approved Index-Variable Rate:Hard | | If the Note contains provisions for a variable interest rate, based upon an index that is not an "approved index" as defined under Wisconsin law, then I may prepay the loan in whole or in part without paying a Prepayment charge within 30 days after notice of an increase in the interest rate. Otherwise, if within _____ months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original amount of the loan, I will pay a Prepayment charge in an amount equal to _____ (_____) days' interest at the contract rate on the amount by which the total of my prepayments within any 12-month period exceeds twenty percent (20%) of the original amount of the loan. | | |



| State | Loan Type | DocMagic Forms (Addendum, Rider) | DocMagic Verbiage | Limitations | Citation |
|---------|---------------------------|----------------------------------|--------------------------------------|---|------------------------|
| Wyoming | 1st & interest rate ≤ 18% | | See Multistate Forms at top of list. | Prepays permitted on 1st lien loans with interest rate ≤ 18% | Unregulated |
| Wyoming | All Other loans | | Prepays Prohibited | Not permitted for 1st lien loans with interest rate > 18%; Not permitted for Jr. lien loans | Wyo. Stat. § 40-14-318 |