

## Foreign Language Disclosure Matrix

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State	Disclosure(s) Required	Language(s)	When Required	Exemptions	Citation	Cx Number
Arizona ( <u>Return to Table</u> of Contents)	Disclosures prescribed by Title I of the Consumer Credit Protection Act (15 U.S.C. §§ 1601 through 1667) <sup>1</sup>	English Spanish	Premium Finance Companies <sup>2</sup> must provide the required disclosures to agents, brokers, and managing general agents	ARIZ. REV. STAT. ANN. § 6-1403 <sup>3</sup>	ARIZ. REV. STAT. ANN. § 6-1411	GFE: N/A Servicing Disclosure Statement: N/A Affiliated Business Arrangements: N/A Escrow Account Operation & Disclosures: N/A Majority of Docutech clients are exempt from this foreign language disclosure requirement
Arizona	Notice, in close proximity to signature lines, that borrower may request the Spanish language disclosure before signing any documents	English Spanish	From Premium Finance Companies <sup>4</sup> on all Premium Finance Agreements <sup>5</sup> .	ARIZ. REV. STAT. ANN. § 6-1403 <sup>6</sup>	ARIZ. REV. STAT. ANN. § 6-1411	Majority of Docutech clients are exempt from this foreign language disclosure requirement
Arizona	Specific notice in both languages in close proximity to the consumer's signature line <sup>7</sup>	English Spanish	On each note or agreement evidencing a Consumer Lender Loan <sup>8</sup> (loans ≤ \$10,000)	ARIZ. REV. STAT. ANN. § 6-602 <sup>9</sup>	ARIZ. REV. STAT. ANN. § 6-631(B)	Docutech does not typically support loans ≤ \$10,000
Arizona	Sign in at least twelve (12) point bold type with the following language, "Notice: You may request that the initial disclosures prescribed in the truth in lending act (15 United States Code §§ 1601 through 1666j) <sup>10</sup> be provided in Spanish before signing any loan documents." <sup>11</sup>	English Spanish	At each desk in each licensed office or branch office at which Consumer Lender Loans (loans ≤ \$10,000) are usually or normally closed	ARIZ. REV. STAT. ANN. § 6-602 <sup>12</sup>	ARIZ. REV. STAT. ANN. § 6-631(C)	Disclosure required to be on a sign at the office rather than a document be provided: N/A

State	Disclosure(s) Required	Language(s)	When Required	Exemptions	Citation	Cx Number
California ( <u>Return to Table</u> of Contents)	California's Translation of the disclosures required by Reg Z in the enumerated languages, provided no later than 3 business days after receipt of the written application <sup>13</sup>	English Spanish Chinese Tagalog Vietnamese Korean	When a Supervised Financial Organization <sup>14</sup> negotiates primarily in one of the enumerated languages (whether orally or in writing) for a loan secured by residential real property	Exempt when potential borrower negotiates terms through his/her own interpreter. <sup>15</sup> Federally chartered banks, credit unions, savings banks, or thrifts. <sup>16</sup> Supervised Financial Organization has complied with CAL. CIV. CODE § 1632 instead <sup>17</sup>	CAL. CIV. CODE § 1632.5(a), (d) & (i)	Cx15532 (CA Spanish Good Faith Estimate) Cx18990 (Spanish Loan Estimate)

State	Disclosure(s) Required	Language(s)	When Required	Exemptions	Citation	Cx Number
California	Translation of the contract or agreement in the language in which it was negotiated in must be provided prior to the execution thereof. Translated contract must include translation of every term and condition in the contract/agreement	English Spanish Chinese Tagalog Vietnamese Korean	When a contract or agreement is negotiated primarily, whether orally or in writing, in Spanish, Chinese, Tagalog, Vietnamese, or Korean <sup>18</sup>	Potential borrower negotiates terms through his/her own interpreter <sup>19</sup> Loans secured by real property, unless they are negotiated by a real estate broker. <sup>20</sup> Supervised Financial Organization complies with § 1632.5 instead <sup>21</sup> Complies with § 1632(c) instead, when applicable (provides Statement to the borrower under CAL. BUS. & PROF. CODE § 10240). Complies with CAL. CIV. CODE § 1632(e) instead. Bank chartered under federal law <sup>22</sup>	CAL. CIV. CODE § 1632(b) & (h)	For Lenders licensed under the California Finance Lenders Law: fulfilled by use of Cx15532 (CA Spanish Good Faith Estimate) Cx18990 (Spanish Loan Estimate) For other lenders: fulfilled by use of Cx17108 (CA Spanish Mortgage Loan Disclosure Statement) Cx17109 (CA Spanish Mortgage Loan Disclosure Statement/Good Faith Estimate) Cx18990 (Spanish Loan Estimate)

State	Disclosure(s) Required	Language(s)	When Required	Exemptions	Citation	Cx Number
California	Translation of the statement to borrower required in CAL. BUS. & PROF. CODE § 10240 in the language in which the contract was negotiated, provided within three business days after receipt of a completed written loan application or before a borrower becomes obligated on the note - whichever is earlier <sup>23</sup>	English Spanish Chinese Tagalog Vietnamese Korean	When a loan is negotiated in a language other than English by a real estate broker and such loan will be secured by a lien on real property	Potential borrower negotiates terms through his/her own interpreter <sup>24</sup> Supervised Financial Organization complies with § 1632.5 instead <sup>25</sup> Complies with CAL. CIV. CODE § 1632(e) instead	CAL. CIV. CODE § 1632(c)	Cx17108 (CA Spanish Mortgage Loan Disclosure Statement) Cx17109 (CA Spanish Mortgage Loan Disclosure Statement/Good Faith Estimate) Cx18990 (Spanish Loan Estimate)
California	Disclosures required by Regulation Z, or California Finance Lenders Law, in language in which the contract/agreement was negotiated prior to the execution of the contract/agreement	English Spanish Chinese Tagalog Vietnamese Korean	When a contract or agreement is negotiated primarily, whether orally or in writing, in Spanish, Chinese, Tagalog, Vietnamese, or Korean <sup>26</sup> by a supervised financial organization <sup>27</sup>	Potential borrower negotiates terms through his/her own interpreter <sup>28</sup> Supervised Financial Organization complies with § 1632.5 instead <sup>29</sup>	CAL. CIV. CODE § 1632(e)	Cx18991 (Spanish Closing Disclosure)
California	A notice, conspicuously displayed, in any of the languages specified that provision of the contract/agreement in the language in which it was negotiated, or a translation of the disclosures required by law in the language in which the contract was negotiated, is required to be provided to the borrower	English Spanish Chinese Tagalog Vietnamese Korean	At a time and place where a loan (negotiated primarily in one of the enumerated languages) or extension of credit secured other than by real property, or unsecured, for use primarily for personal, family or household purposes is executed	Potential borrower negotiates terms through his/her own interpreter <sup>30</sup> Supervised Financial Organization complies with § 1632.5 instead <sup>31</sup>	CAL. CIV. CODE § 1632(f)	Disclosure requires a notice be displayed rather than a document be provided: N/A

State	Disclosure(s) Required	Language(s)	When Required	Exemptions	Citation	Cx Number
California	Translation of the "Notice to Cosigner" required in CAL. CIV. CODE §§ 1799.91 & 1799.92 in all six languages: English Spanish, Chinese, Tagalog, Vietnamese & Korean <sup>32</sup>	English Spanish Chinese Tagalog Vietnamese Korean	Each creditor <sup>33</sup> who obtains the signature of more than one person on a consumer credit contract <sup>34</sup> shall deliver to each person who does not in fact receive any of the money, property, or services which are the subject matter of the consumer credit contract, prior to that person's becoming obligated on the consumer credit contract, the Notice to Cosigner. The notice shall be attached to and precede the consumer credit contract.	The requirements do not apply to a creditor offering or extending open-end credit, as defined in Regulation Z, to joint applicants if certain conditions are satisfied. <sup>35</sup> The requirements do not apply to a creditor who does not issue a credit card or other credit device in order to obtain credit under the creditor's open- end credit plan.	CAL. CIV. CODE § 1632(b)	Cx886 (CA Notice To Cosigner) (English, Spanish, Chinese, Tagalog, Vietnamese & Korean translations all print on the same form)
District of Columbia <u>(Return to Table</u> <u>of Contents)</u>	The Mortgage Disclosure Form <sup>36</sup>	Plain English or in language of the mortgage lender's presentation to borrower	Within three business days of an application for a non-conventional mortgage loan to a mortgage loan originator, loan officer, mortgage lender, or mortgage broker licensed under Division V, Title 26, Chapter 11 when the presentation to borrower occurred in a language other than English	D.C. CODE § 26- 1102 Registered Mortgage Loan Originators <sup>37</sup>	D.C. CODE § 26-1113(a- 1)(8)(B)	Cx15561 (DC Spanish Mortgage Disclosure Form)

State	Disclosure(s) Required	Language(s)	When Required	Exemptions	Citation	Cx Number
Illinois <u>(Return to Table</u> <u>of Contents)</u>	Signature by consumer on form Cx20077 in Non- English language transactions	If transaction is conducted in a language other than English	(1) When a person conducts a transaction or negotiations related to a retail transaction resulting in a written contract and (2) the retailer or employee of the retailer acted as the consumer's interpreter	Whenever transaction is conducted in a Non-English language	815 ILCS 505/2N	Cx20077 (IL Interpreter Form in Spanish)
New Mexico (Return to Table of Contents)	Disclosure of the information required by § 47-6-17	English Spanish	From a Subdivider <sup>38</sup> prior to selling, leasing or otherwise conveying any land in a subdivision; when required by the board of county commissioners <sup>39</sup>	Any Subdivider <sup>40</sup> who has satisfied the disclosure requirement of the Interstate Land Sales Full Disclosure Act to the extent that such disclosure provides the same information required by the New Mexico statute <sup>41</sup>	N.M. STAT. ANN. § 47-6- 17(D)	Subdivider must provide/record the required information; Docutech cannot do this for a Subdivider: N/A
Oregon ( <u>Return to Table</u> of Contents)	The GFE, TIL, and statement notifying the borrower that loan documents will be in English. These must be provided in English and in the language other than English in which a substantial portion of the communication is related to the transaction that takes place <sup>42</sup>	English Russian Spanish Vietnamese <sup>43</sup>	When a mortgage broker <sup>44</sup> , mortgage loan originator <sup>45</sup> or mortgage banker <sup>46</sup> communicates in an advertisement other than English or otherwise solicits business in a language other than English; <i>and</i> offers to negotiate or does negotiate a residential mortgage transaction in which a substantial portion of the communication related to the transaction occurs in a language other than English	OR. REV. STAT. ANN. § 86A.203(2)	OR. REV. STAT. ANN. § 86A.198	Cx15658 (OR Spanish Truth-In-Lending Disclosure) Cx15656 (OR Spanish Good Faith Estimate) Cx15657 (OR Spanish General Disclosure)

State	Disclosure(s) Required	Language(s)	When Required	Exemptions	Citation	Cx Number
Pennsylvania ( <u>Return to Table</u> <u>of Contents)</u>	Copy of contract along with a specified statement in immediate proximity to the space for the signature of the buyer	Language principally used in the oral sales presentation	When a language other than English is principally used in the oral sales presentation for the sale of goods or services having a sale price of \$25 or more are sold or contracted to be sold to a buyer "as a result of, or in connection with, a contact with or call on the buyer or resident at his residence either in person or by telephone" <sup>47</sup>	Contract for sale of real property <sup>48</sup> Waiver of rights under an Emergency Work Authorization <sup>49</sup>	73 PA. STAT. ANN. § 201- 7(b)(1)	Available upon request
Pennsylvania	Notice of Cancellation <sup>50</sup>	Language principally used in the oral sales presentation	When a language other than English is principally used in the oral sales presentation for the sale of goods or services having a sale price of \$25 or more are sold or contracted to be sold to a buyer "as a result of, or in connection with, a contact with or call on the buyer or resident at his residence either in person or by telephone" <sup>51</sup>	Contract for sale of real property <sup>52</sup> Waiver of rights under an Emergency Work Authorization <sup>53</sup>	73 Pa. Stat. Ann. § 201- 7(b)(2)	Available upon request
Texas (Return to Table	Spanish TIL (for closed- end transactions) must be provided to the	Spanish	When a Consumer Loan <sup>55</sup> or a home equity loan regulated by the Texas Office of	Loan which does not meet the requirements of a 'consumer loan'	TEX. FIN. CODE ANN. § 341.502(a)-	Cx14389 (Spanish Truth-In-Lending Disclosure)
of Contents)	borrower <sup>54</sup>		Consumer Credit is negotiated in Spanish	or a 'home equity Ioan'	(a-1)	Cx7383 (Spanish Truth- In-Lending Disclosure)

State	Disclosure(s) Required	Language(s)	When Required	Exemptions	Citation	Cx Number
Texas	<ul> <li>One of the following:</li> <li>(1) Spanish Contract + Spanish Translation of the disclosure from under Reg Z<sup>56</sup>; or</li> <li>(2) Notificación de Crédito Al Consumidor (Préstamo a Plazos)<sup>57</sup> must be provided no later than consummation of the contract</li> </ul>	Spanish	When a contract for a closed-end secondary mortgage loan is negotiated in Spanish <sup>58</sup> and any of the following credit terms are negotiated in Spanish: amount financed, finance charge, annual percentage rate, the amount of any payment or schedule of payments, total of payments, or security interest <sup>59</sup>	Merely advertising the following terms does not necessitate providing the Form of Disclosure: amount financed, finance charge, annual percentage rate, the amount of any payment or schedule of payments, total of payments, or security interest <sup>60</sup>	7 TEX. ADMIN. CODE § 90.701(a)	Contract: Available upon request Cx14389 (Spanish Truth-In-Lending Disclosure) Cx7383 (Spanish Truth- In-Lending Disclosure) Notificación de Crédito Al Consumidor (Préstamo a Plazos): Available upon request
Texas	The "Twelve Day Disclosure" required by TEX. CONST. art 16, §50(g)	Language in which the discussions were conducted	When discussions with borrower for an §50(a)(6) loan are conducted primarily in a language other than English	None explicitly listed	TEX. CONST. art 16, § 50(g)	Cx3640 (TX Notice Concerning Extensions of Credit - Spanish)
Texas	Specified language in 7 TEX. ADMIN. CODE § 90.105(b)(1)	Language in which a transaction is conducted	From a licensee <sup>61</sup> when a transaction is conducted in a language other than English. The notice must be given in each privacy notice and each contract of a licensee	Licensee, on a contract (but not on the privacy notice), provides the alternative notice laid out in 7 TEX. ADMIN. CODE § 90.105(5)(B)	7 TEX. ADMIN. CODE § 90.105(b)(2)	Cx15182 (Privacy Policy Notice) Cx10735 (TX Complaint Notice) (Available upon request) (English & Spanish translations print on the same form)

<sup>&</sup>lt;sup>1</sup> Such disclosures applicable to mortgage transactions are covered by RESPA required disclosures. 15 U.S.C.A. § 1604(b). "The Bureau shall publish a single, integrated disclosure for mortgage loan transactions (including real estate settlement cost statements) which includes the disclosure requirements of this subchapter in conjunction with the disclosure requirements of the Real Estate Settlement Procedures Act of 1974 that, taken together, may apply to a transaction that is subject to both or either provisions of law." *Id.* 

<sup>&</sup>lt;sup>2</sup> ARIZ. REV. STAT. ANN. § 6-1401(6). A Premium Finance Company "means a person engaged **in whole or in part in the business of financing insurance premiums**, entering into premium finance agreements with insureds or otherwise acquiring premium finance agreements from insurance producers or other premium finance companies." *Id.* (emphasis added).

<sup>3</sup> See ARIZ. REV. STAT. ANN. § 6-1403 for entities exempted from the licensing requirements, and thus, also the foreign language disclosure requirements. Importantly, "[a]ny savings and loan association, bank, savings bank, trust company, consumer lender or credit union authorized to do business in [Arizona]" are exempted from the licensing requirements and thus, also the foreign language disclosure requirements. ARIZ. REV. STAT. ANN. § 6-1403(A)(1).

<sup>4</sup> ARIZ. REV. STAT. ANN. § 6-1401(6). A Premium Finance Company "means a person engaged **in whole or in part in the business of financing insurance premiums**, entering into premium finance agreements with insureds or otherwise acquiring premium finance agreements from insurance producers or other premium finance companies." *Id.* (emphasis added).

<sup>5</sup> ARIZ. REV. STAT. ANN. § 6-1401(5). A Premium Finance Agreement "means a written agreement by which an insured or prospective insured agrees to pay to a premium finance company the amount advanced or to be advanced under the written agreement to an insurance producer in payment of premiums of an insurance contract together with interest or discount and a service charge as authorized and limited by this article." *Id.* 

<sup>6</sup> See ARIZ. REV. STAT. ANN. § 6-1403 for entities exempted from the licensing requirements, and thus, also the foreign language disclosure requirements. Importantly, "[a]ny savings and loan association, bank, savings bank, trust company, consumer lender or credit union authorized to do business in [Arizona]" are exempted from the licensing requirements and thus, also the foreign language disclosure requirements. ARIZ. REV. STAT. ANN. § 6-1403(A)(1)

<sup>7</sup> The specific notice language in ten-point font type required is, "Notice: You may request that the initial disclosures prescribed in the truth in lending act (15 United States Code §§ 1601 through 1666j) be provided in Spanish before signing any loan documents." ARIZ. REV. STAT. ANN. § 6-631(B)

<sup>8</sup> Consumer Lender Loans include Consumer Loans, Consumer Revolving Loans, and Home Equity Revolving Loans. Each loan type is statutorily defined, and each is limited to a loan amount of \$10,000 or less. See ARIZ. REV. STAT. ANN. § 6-601 (6), (7), (9), & (12) for specific definitions of each loan type.

<sup>9</sup> See ARIZ. REV. STAT. ANN. § 6-602 for entities exempted from licensing requirements, and thus, also the foreign language disclosure requirements. Notably, "[a] person who does business under any other law of this state, or any other state while regulated by a state agency of that other state, or of the United States, relating to banks, savings banks, trust companies, savings and loan associations, profit sharing and pension trusts, credit unions, insurance companies or receiverships if the consumer lender loan transactions are regulated by the other law or are under the jurisdiction of a court" is exempt as well as a person licensed pursuant to Title 6, Chapter 9 (Mortgage Brokers, Mortgage Bankers, and Loan Originators) "to the extent that the person's activities are governed by that chapter." ARIZ. REV. STAT. ANN. § 6-602(A)(1) & (4)

<sup>10</sup> Such disclosures applicable to mortgage transactions are covered by RESPA required disclosures. 15 U.S.C.A. § 1604(b) "The Bureau shall publish a single, integrated disclosure for mortgage loan transactions (including real estate settlement cost statements) which includes the disclosure requirements of this subchapter in conjunction with the disclosure requirements of the Real Estate Settlement Procedures Act of 1974 that, taken together, may apply to a transaction that is subject to both or either provisions of law." *Id.* 

<sup>11</sup> ARIZ. REV. STAT. ANN. §§ 6-631(B) & (C)

<sup>12</sup> See ARIZ. REV. STAT. ANN. § 6-602 for entities exempted from licensing requirements, and thus, also the foreign language disclosure requirements. Notably, "[a] person who does business under any other law of this state, or any other state while regulated by a state agency of that other state, or of the United States, relating to banks, savings banks, trust companies, savings and loan associations, profit sharing and pension trusts, credit unions, insurance companies or receiverships if the consumer lender loan transactions are regulated by the other law or are under the jurisdiction of a court" is exempt as well as a person licensed pursuant to Title 6, Chapter 9 (Mortgage Brokers, Mortgage Bankers, and Loan Originators) "to the extent that the person's activities are governed by that chapter." ARIZ. REV. STAT. ANN. § 6-602(A)(1) & (4)

<sup>13</sup> The required disclosures are available, in each of the required languages, at http://www.corp.ca.gov/Forms/Default.asp.

<sup>14</sup> A "Supervised Financial Organization' means a bank, savings association, as defined in Section 5102 of the Financial Code, credit union, or holding company, affiliate, or subsidiary thereof, or any person subject to Division 7 (commencing with Section 18000) [Industrial Loan Companies], Division 9 (commencing with Section 22000) [California Finance Lenders Law], or Division 20 (commencing with Section 50000) [California Residential Mortgage Lending Act] of the Financial Code." CAL. CIV. CODE § 1632.5(b)(2)

<sup>15</sup> CAL. CIV. CODE § 1632.5(e)(1)-(2)

<sup>16</sup> CAL. CIV. CODE § 1632.5(j)

<sup>17</sup> CAL. CIV. CODE § 1632.5(c)(2)

<sup>18</sup> The contract or agreement at issue must fall within the application of the statute – enumerated in CAL. CIV. CODE § 1632(b). It appears that the relevant loans covered by this statute are: loans "secured other than by real property, or unsecured, for use primarily for personal, family or household purposes", a loan subject to the provisions of Article 7 of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code (Real Property Loans), or Division 7 of the Financial Code (California Finance Lenders Law), and a reverse mortgage as described in Chapter 8 of Title 4 of Part 4 of Division 3. CAL. CIV. CODE § 1632(b) (2), (4), & (5)

<sup>19</sup> See CAL. CIV. CODE § 1632(h) for definition of "his or her own interpreter."

<sup>20</sup> CAL. CIV. CODE § 1632(b)(2) & (4). See CAL. BUS. & PROF. CODE § 10240 for the definition of a 'real estate broker.'

<sup>21</sup> See CAL. CIV. CODE § 1632.5(c)(1)

<sup>22</sup> See *Paz v. Wachovia Mortgage Corp.*, CV 09-2786 PSG EX, 2009 WL 8652544 (C.D. Cal. July 30, 2009). "Defendant is a federally chartered bank. Congress enacted the Home Owners' Loan Act of 1933 ("HOLA") to regulate banks chartered under federal law. Through HOLA, Congress gave the Office of Thrift Supervision ("OTS") the authority to issue regulations related to federal savings associations. OTS regulations "preempt state laws affecting the operations of federal savings associations" with few exceptions."

<sup>23</sup> These are Forms RE 882 and 883 published by the Real Estate Commissioner, available – in the required languages - at: http://www.dre.ca.gov/Forms/MLB.html.

<sup>24</sup> See CAL. CIV. CODE § 1632(h) for definition of "his or her own interpreter."

<sup>25</sup> See CAL. CIV. CODE § 1632.5(c)(1)

<sup>26</sup> The contract or agreement at issue must fall within the application of the statute – enumerated in CAL. CIV. CODE § 1632(b) It appears that the relevant loans covered by this statute are: loans "secured other than by real property, or unsecured, for use primarily for personal, family or household purposes", a loan subject to the provisions of Article 7 of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code (Real Property Loans), or Division 7 of the Financial Code (California Finance Lenders Law), and a reverse mortgage as described in Chapter 8 of Title 4 of Part 4 of Division 3. CAL. CIV. CODE § 1632(b) (2), (4), & (5)

<sup>27</sup> CAL. CIV. CODE § 1632(e)(2)

<sup>28</sup> See CAL. CIV. CODE § 1632(h) for definition of "his or her own interpreter."

<sup>29</sup> See CAL. CIV. CODE § 1632.5(c)(1)

<sup>30</sup> See CAL. CIV. CODE § 1632(h) for definition of "his or her own interpreter."

<sup>31</sup> See CAL. CIV. CODE § 1632.5(c)(1)

<sup>32</sup> This is Form DFPI-SB 633A "Translated Notice to Cosigner (Debt) – Per SB633" published by the California Department of Financial Protection & Innovation, available – in all required languages -

at: https://dfpi.ca.gov/forms/.

<sup>33</sup> See CAL. CIV. CODE § 1799.90(b) for definition of "Creditor."

<sup>34</sup> See CAL. CIV. CODE § 1799.90(a) for definition of "Consumer credit contract."

<sup>35</sup> See CAL. CIV. CODE § 1799.91(c)(1) & (2) for the conditions which need to be satisfied for an open-end credit exemption.

<sup>36</sup> Specifically required in D.C. CODE § 26-1113(a-1)(3) & (4)

<sup>37</sup> D.C. CODE § 26-1102(12); defined in D.C. CODE § 26-1101(15B)

<sup>38</sup> N.M. STAT. ANN. § 47-6-2(L)

<sup>39</sup> N.M. STAT. ANN. § 47-6-2(A)

<sup>40</sup> N.M. STAT. ANN. § 47-6-2(L)

<sup>41</sup> N.M. STAT. ANN. § 47-6-17(E)

<sup>42</sup> OR. REV. STAT. ANN. § 86A.198(2) These forms, in the required languages, are available at http://www.cbs.state.or.us/external/dfcs/ml/mortgage\_disclosures\_translations.html.

<sup>43</sup> OR. REV. STAT. ANN. § 86A.198(3)

<sup>44</sup> OR. REV. STAT. ANN. § 86A.100(5)

<sup>45</sup> OR. REV. STAT. ANN. §§ 86A.100(7) & 86A.200(4)

<sup>46</sup> OR. REV. STAT. ANN. § 86A.100(3)

<sup>47</sup> 73 PA. STAT. ANN. § 201-7(a) See *Tellado v. Indymac Mortg. Services*, CIV.A. 09-5022, 2011 WL 3495990 (E.D. Pa. Aug. 8, 2011) rev'd, 707 F.3d 275 (3d Cir. 2013) (reversed on jurisdictional grounds but upholding the sanction imposed by the district court) where plaintiff heard a Spanish-language radio advertisement, called defendant, and defendant closed loan at plaintiff's residence. These actions were sufficient to satisfy the "contact with or call on the buyer or resident at his residence" for the statute to apply.

<sup>48</sup> 73 PA. STAT. ANN. § 201-7(k)

<sup>49</sup> 73 PA. STAT. ANN. § 201-7(j)

<sup>50</sup> See 73 PA. STAT. ANN.§ 201-7(b)(2) for language of the Notice of Cancellation.

<sup>51</sup> 73 PA. STAT. ANN. § 201-7(a) See *Tellado v. Indymac Mortg. Services*, CIV.A. 09-5022, 2011 WL 3495990 (E.D. Pa. Aug. 8, 2011) rev'd, 707 F.3d 275 (3d Cir. 2013) (reversed on jurisdictional grounds but upholding the sanction imposed by the district court) where plaintiff heard a Spanish-language radio advertisement, called defendant, and defendant closed loan at plaintiff's residence. These actions were sufficient to satisfy the "contact with or call on the buyer or resident at his residence" for the statute to apply.

<sup>52</sup> 73 PA. STAT. ANN. § 201-7(k)

53 73 PA. STAT. ANN. § 201-7(j.1)

<sup>54</sup> TEX. FIN. CODE ANN. § 341.502(a-1)

<sup>55</sup> See TEX. FIN. CODE ANN. §§ 342.005 & 342.001 for the meaning of 'consumer loan.'

<sup>56</sup> 7 TEX. ADMIN. CODE § 90.703(a)(1) states, "a Spanish translation of the contract form that includes a Spanish translation of the disclosure form under 12 C.F.R. § 226.18." This citation is to the Truth in Lending and thus, requires provision of a contract and a Spanish TIL disclosure to the borrower.

<sup>57</sup> This form of disclosure is laid out in <sup>57</sup> 7 TEX. ADMIN. CODE § 90.703.

<sup>58</sup> 7 TEX. ADMIN. CODE § 90.701(a) & (c)

<sup>59</sup> 7 TEX. ADMIN. CODE § 90.702(a)

<sup>60</sup> 7 TEX. ADMIN. CODE § 90.702(b)

<sup>61</sup> This term is not defined.