

## Important Notice to Homebuyers

U.S. Department of Housing  
and Urban Development  
Office of Housing - Federal  
Housing Commissioner

OMB Approval No. 2502-0059  
(Expires 04/30/2017)

**You must** read this entire document at the time you apply for the loan.

Return one copy to mortgagee as proof of notification and keep one copy for your records.

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### Condition of Property

The property you are buying is not HUD/FHA approved and HUD/FHA does not warrant the condition or the value of the property. An appraisal will be performed to estimate the value of the property, but this appraisal does not guarantee that the house is free of defects. You should inspect the property yourself very carefully or hire a professional inspection service to inspect the property for you.

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### Interest Rate and Discount Points

- a. HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the mortgagee you have chosen.
- b. The interest rate, any discount points, and the length of time the mortgagee will honor the loan terms are all negotiated between you and the mortgagee.
- c. The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.
- d. Mortgagees may agree to guarantee or "lock-in" the loan terms for a definite period of time (i.e., 15, 30, 60 days, etc.) or may permit your loan to be determined by future market conditions, also known as "floating". Mortgagees may require a fee to lock in the interest rate or the terms of the loan, but must provide a written agreement covering a minimum of 15 days before the anticipated closing.
- e. Your agreement with the mortgagee will determine the degree, if any, that the interest rate and discount points may rise before closing.
- f. If the mortgagee determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

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### Don't Commit Loan Fraud

It is important for you to understand that you are required to provide complete and accurate information when applying for a mortgage loan.

- a. Do not falsify information about your income or assets.
- b. Disclose all loans and debts (including money that may have been borrowed to make the down payment).
- c. Do not provide false letters-of-credit, cash-on-hand statements, and gift letters or sweat equity letters.
- d. Do not accept funds to be used for your down payment from any other party (seller, real estate salesperson, builder, etc.).
- e. Do not falsely certify that a property will be used for your primary residence when you are actually going to use it as a rental property.
- f. Do not act as a "strawbuyer" (somebody who purchases a property for another person and then transfers title of the property to that person), nor should you give that person personal or credit information for them to use in any such scheme.
- g. Do not apply for a loan by assuming the identity of another person.

- h. Do not sign an incomplete or blank document; that is missing the name and address of the recipient or other important identifying information.

**Penalties for Loan Fraud:** Federal laws provide severe penalties for fraud, misrepresentation, or conspiracy to influence wrongly the issuance of mortgage insurance by HUD. You can be subject to a possible prison term and fine of up to \$10,000 for providing false information. Additionally, you could be prohibited from obtaining a HUD-insured loan for an indefinite period.

**Report Loan Fraud:** If you are aware of any fraud in HUD programs or if an individual tries to persuade you to make false statements on a loan application, you should report the matter by calling your nearest HUD office or the HUD Regional Inspector General, or call the HUD Hotline on 1 (800) 347-3735.

**Warning:** It is a crime to knowingly make false statements to the United States Government on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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### Discrimination

If you believe you have been subject to discrimination because of race, color, religion, sex, handicap, familial status, or national origin, you should call HUD's Fair Housing & Equal Opportunity Complaint Hotline: 1 (800) 669-9777.

## About Prepayment

This notice is to advise you of the requirements that must be followed to accomplish a prepayment of your mortgage, and to prevent accrual of any interest after the date of prepayment.

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment, the prepayment must be received on the installment due date (the first day of the month) if the mortgagee stated this policy in its response to a request for a payoff figure.

Otherwise, you may be required to pay interest on the amount prepaid through the end of the month. The mortgagee can refuse to accept prepayment on any date other than the installment due date.

For all FHA mortgages closed on or after January 21, 2015, mortgagees may only charge interest through the date the mortgage is paid in full.

## FHA Mortgage Insurance Information

### Who may be eligible for a refund?

**Premium Refund:** You may be eligible for a refund of a portion of the insurance premium if you paid an upfront mortgage insurance premium at settlement and are refinancing with another FHA mortgage.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

### Exceptions:

**Assumptions:** When a FHA insured loan is assumed the insurance remains in force (the seller receives no refund). The owner of the property at the time the insurance is terminated is entitled to any refund.

**FHA-to-FHA Refinance:** When a FHA insured loan is refinanced; the refund from the old premium may be applied toward the upfront premium required for the new loan.

### How are Refunds Determined?

The FHA Commissioner determines how much of the upfront premium is refunded when loans are terminated. Refunds are based on the number of months the loan is insured.

### Monthly Insurance Premiums

In addition to an upfront mortgage insurance premium (UFMIP), you may also be charged a monthly mortgage insurance premium. You will pay the monthly premium for either:

- the first 11 years of the mortgage term, or the end of the mortgage term, whichever occurs first, if your mortgage had an original principal obligation (excluding financed UFMIP) with a loan-to-value (LTV) ratio of less than or equal to 90 percent; or
- the first 30 years of the mortgage term, or the end of the mortgage term, whichever occurs first, for any mortgage involving an original principal obligation (excluding financed UFMIP) with an LTV greater than 90 percent.)

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**Important:** The rules governing the eligibility for premium refunds are based on the financial status of the FHA insurance fund and are subject to change.

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SI USTED HABLA ESPANOL Y TIENE DIFICULTAD LEYENDO O HABLANDO INGLES, POR FAVOR LLAME A ESTE NUMERO TELEFONICO 800.697.6967.

**You, the borrower, must be certain that you understand the transaction. Seek professional advice if you are uncertain.**

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**Acknowledgment:** I acknowledge that I have read and received a copy of this notice at the time of loan application. This notice does not constitute a contract or binding agreement. It is designed to provide current HUD/FHA policy regarding refunds.

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Signature & Date:

Signature & Date:

X

X

Signature & Date:

Signature & Date:

X

X

**FHA DISCLOSURES**  
**AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION**

Buyer(s) \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

Seller(s) \_\_\_\_\_

File No.: \_\_\_\_\_

Property Address : \_\_\_\_\_

**FHA AMENDATORY CLAUSE**

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ \_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

**REAL ESTATE CERTIFICATION**

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Listing Agent (as applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selling Agent (as applicable)

\_\_\_\_\_  
Date

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.



# CAUTION

## For Your Protection: Get a Home Inspection

### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### You Must Ask for a Home Inspection

A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.

Decide early. You may be able to make your contract contingent on the results of the inspection.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.



## NOTICE TO HOMEOWNER

Property Address : \_\_\_\_\_  
\_\_\_\_\_

File No.: \_\_\_\_\_

### Assumption of HUD/FHA-Insured Mortgages Release of Personal Liability

You are legally obligated to make the monthly payments required by your mortgage (deed of trust) and promissory note.

The Department of Housing and Urban Development (HUD) has acted to keep investors and noncreditworthy purchasers from acquiring one- to four-family residential properties covered by certain FHA-insured mortgages. There are minor exceptions to the restriction on investors: loans to public agencies and some nonprofit organizations, Indian tribes or servicepersons; and loans under special mortgage insurance programs for property sold by HUD, rehabilitation loans or refinancing of insured mortgages. Your lender can advise you if you are included in one of these exceptions.

HUD will therefore direct the lender to accelerate this FHA-insured mortgage loan if all or part of the property is sold or transferred to a purchaser or recipient (1) who will not occupy the property as his or her principal residence, or (2) who does occupy the property but whose credit has not been approved in accordance with HUD requirements. This policy will apply except for certain sales or transfers where acceleration is prohibited by law.

When a loan is accelerated, the entire balance is declared "immediately due and payable." Since HUD will not approve the sale of the property covered by this mortgage to an investor or to a person whose credit has not been approved, you, the original homeowner, would remain liable for the mortgage debt even though the title to the property might have been transferred to the new buyer.

Even if you sell your home by letting an approved purchaser (that is, a creditworthy owner-occupant) assume your mortgage, you are still liable for the mortgage debt unless you obtain a release from liability from your mortgage lender. FHA-approved lenders have been instructed by HUD to prepare such a release when an original homeowner sells his or her property to a creditworthy purchaser who executes an agreement to assume and pay the mortgage debt and thereby agrees to become the substitute mortgagor. The release is contained in Form HUD-92210-1, ("Approval of Purchaser and Release of Seller"). You should ask for it if the mortgage lender does not provide it to you automatically when you sell your home to a creditworthy owner-occupant purchaser who executes an agreement to assume personal liability for the debt. When this form is executed, you are no longer liable for the mortgage debt.

You must sign and date this notice as indicated, return one copy to your lender as proof of notification and keep one copy for your records.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\* Instruction to lender : A copy of this notice must be given to the mortgagor(s) on or before the date of settlement. You should retain assigned copy in the origination file.

## FHA Identity of Interest Certification

Borrower(s):	Broker/Lender:
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What is an "Identity of Interest?"

FHA defines an "Identity of Interest" as any relationship where the purchaser and seller are related, and/or affiliated through a business relationship. This could, for example, be parent/child as buyer/seller, corporation selling to an employee, persons who are partners in other projects as buyer/seller. FHA restricts the loan to value on such loans to 75% of the lesser of the property value plus closing costs or acquisition cost for investor properties/non-occupying co-borrower transactions; or 85% of the lesser of the property value plus closing costs or acquisition cost for owner-occupied properties.

Check the option below that describes your situation:

- ( ) I **do not** have an "identity of interest" with the seller of the property I plan to purchase with the FHA financing for which I have applied.
- ( ) I **do** have an "identity of interest" with the seller of the property I plan to purchase with the FHA financing for which I have applied. Further, I understand that my loan-to-value ratio is restricted as follows:
- to 85% of the lesser of the property value plus closing costs or acquisition cost since I will occupy the property;
  - to 75% of the lesser of the property value plus closing costs or acquisition cost since there is a non-occupying co-borrower or a non-occupying borrower which will not occupy the property as a principal residence.
  - My relationship with the seller is:

**Warning:** Our signature(s) below indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

I/We have received a copy of this disclosure.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower

\_\_\_\_\_  
Date

## Lead-Based Paint Notification

### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

#### Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

#### Lessor's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

-

☐

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

☐

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

\_\_\_\_\_

☐

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's Acknowledgment (initial)

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

#### Agent's Acknowledgment (initial)

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

## Exhibit I

U.S. Department of Housing and Urban  
Development  
Office of Community Planning and  
Development

# Notification

## Watch Out For Lead- Based Paint Poisoning

This property was  
constructed before 1978.  
There is a possibility it  
contains lead-based paint.  
Please read the following  
information concerning  
lead-based paint poisoning.

### Sources of Lead-Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills, or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

### Hazards of Lead-Based Paint

Lead poisoning is dangerous, especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

### Symptoms of Lead-Based Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does

your child have stomachaches and vomiting? Does he or she complain of headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

### Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate the hazard.

### Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Get a broom or stiff brush and remove all loose pieces from walls, woodwork, window wells and ceilings;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. DO NOT BURN THEM.
- (d) Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

### Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs, and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before painting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of nonlead paint. Instead of scraping and repainting, the surface may be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

### Tenant and Homebuyer Responsibility

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with that office's effort to repair the unit.

.....  
\_\_\_\_\_ I have received a copy of the Notice  
entitled "Protect Your Family from Lead in  
Your Home".

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature



# INFORMED CONSUMER CHOICE DISCLOSURE NOTICE

U.S. Department of Housing  
and Urban Development  
Office of Housing - Federal  
Housing Commissioner

OMB Approval No. 2502-0059  
(exp. 06/30/2017)

In addition to an FHA-insured mortgage, you may also qualify for other mortgage products offered by your lender. To ensure that you are aware of available financing options, your lender has prepared a comparison of the typical costs of alternative conventional mortgage product(s), using representative loan amounts and costs. The loan amounts and associated costs shown below will vary from your own mortgage loan transaction. You should study the comparison carefully, ask questions, and determine which product is best for you. The information provided below was prepared as of :

Neither your lender nor FHA warrants that you actually qualify for any mortgage loan offered by your lender. This notice is provided to you to identify the key differences between these mortgage products. This disclosure is not a contract and does not constitute loan approval. Actual mortgage approval can only be made following a full underwriting analysis by your lender.

	FHA Financing 203(b) Fixed Rate	Conventional Financing 95% with Mortgage Insurance
1. Sales Price	\$100,000	\$100,000
2. Mortgage Amount	\$96,500 - \$98,188 w/ Upfront Mortgage Insurance Premium (UFMIP).	\$95,000
3. Closing Costs	\$2,000	\$2,000
4. Down Payment Needed	\$3,500	\$5,000
5. Interest Rate and Term of Loan in Years	5.00% / 30 Year Loan	5.00% / 30 Year Loan
6. Monthly Payment (principal and interest only)	\$527.09	\$509.98
7. Loan-to-Value (LTV)	96.5%	95%
8. Monthly Mortgage Insurance Premium (MIP)	\$67.90	\$49.08
9. Maximum Number of Years of Monthly MIP Payments	30 years	Approximately 9.9 Years
10. UFMIP	\$1,688.00 (typically included in mortgage amount, line 2)	

1. The monthly MIP is calculated on the average annual principal balance, i.e., as the amount you owe on the loan decreases each year, so does the amount of the monthly premium.
2. Based on an UFMIP rate of 1.75%, the total mortgage amount is \$98,188.
3. Streamline refinances of FHA loans endorsed/insured by FHA prior to June 1, 2009 are subject to a reduced UFMIP of .01% and a reduced annual MIP of .55% (\$44.22 monthly for a loan amount of \$96,500).

## FHA Mortgage Insurance Premium Information

In addition to an UFMIP, you may also be charged a monthly MIP. You will pay the monthly premium for either:

- the first 30 years of the mortgage term, or the end of the mortgage term, whichever occurs first, for any mortgage involving an original principal obligation (excluding financed UFMIP) with a LTV greater than 90 percent; or
- the first 11 years of the mortgage term, or the end of the mortgage term, whichever occurs first, if your mortgage had an original principal obligation (excluding financed UFMIP) with a LTV ratio of less than or equal to 90 percent.

DATE

DATE

# HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144 (exp. 11/30/2019)  
HUD: 2502-0059 (exp. 03/31/2019)

<b>Part I - Identifying Information</b> (mark the type of application) <input type="checkbox"/> VA Application for Home Loan Guaranty <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		2. Agency Case No. (include any suffix)	3. Lender/Mortgagee Case No.	4. Section of the Act (for HUD cases)
5. Borrower's Name & Present Address (include zip code)		7. Loan Amount (include the UFMIP if for HUD or Funding Fee if for VA) \$	8. Interest Rate %	9. Proposed Maturity yrs. mos.
6. Property Address (including name of subdivision, lot & block no. & zip code)		10. Discount Amount (only if borrower is permitted to pay) \$	11. Amount of Up Front Premium \$	12a. Amount of Monthly Premium \$ / mo.
		13. Lender/Mortgagee I.D. Code	12b. Term of Monthly Premium mos.	
15. Lender/Mortgagee Name & Address (include zip code)		14. Sponsor / Agent I.D. Code		
		16. Name & Address of Sponsor / Agent		
		17. Lender/Mortgagee Telephone Number		

Type or Print all entries clearly

<b>FHA Sponsored Originations</b>	Name of Loan Origination Company	Tax ID of Loan Origination Company	NMLS ID of Loan Origination Company
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VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

18. First Time Homebuyer? a. <input type="checkbox"/> Yes b. <input type="checkbox"/> No	19. VA Only Title will be Vested in: <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other (specify)	20. Purpose of Loan (blocks 9 - 12 are for VA loans only) 1) <input type="checkbox"/> Purchase Existing Home Previously Occupied 2) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied 3) <input type="checkbox"/> Finance Improvements to Existing Property 4) <input type="checkbox"/> Refinance (Refi) 5) <input type="checkbox"/> Purchase New Condo. Unit 6) <input type="checkbox"/> Purchase Existing Condo. Unit 7) <input type="checkbox"/> Construct Home (proceeds to be paid out during construction) 8) <input type="checkbox"/> Finance Co-op Purchase 9) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home 10) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home & Lot 11) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home to Buy Lot 12) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home/Lot Loan
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**HUD Instructions: The capitalized terms used in this form refer to those terms as used in the relevant sections of the current version of Single Family Housing Policy Handbook, HUD 4000.1.**

## Part II - Lender/Mortgagee Certification

21. The undersigned lender/mortgagee makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. Code, or to induce the Department of Housing and Urban Development - Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.

A. The loan terms furnished in the final Uniform Residential Loan Application and this Addendum are true, accurate and complete.

B. (1) The information contained in the initial Uniform Residential Loan Application and this Addendum was obtained from the Borrower by an employee of the undersigned lender/mortgagee or its duly authorized agent and to the best of lender/mortgagee's knowledge is complete and accurately represents the information obtained by the lender/mortgagee as of the date the Borrower provided the information to the undersigned lender/mortgagee or its duly authorized agent.

(2) The information contained in the final Uniform Residential Loan Application, which was signed by the Borrower at the time of settlement, was obtained by an employee of the undersigned lender/mortgagee or its duly authorized agent and to the best of lender/mortgagee's knowledge is complete and accurately represents the information obtained by the lender/mortgagee as of the date verified by the lender/mortgagee.

C. The credit report submitted on the subject Borrower (and Co-Borrower, if any) was ordered by the undersigned lender/mortgagee or its duly authorized agent from the credit agency which prepared the report and was received directly from said credit agency.

D. The Verifications of Employment, Deposit, Rent and Mortgage, as applicable, were requested and received by the lender/mortgagee or its duly authorized agent without passing through the hands of the Borrower or any Interested Third Party and are to the best of lender/mortgagee's knowledge accurate.

E. To the best of my knowledge, neither I nor any other Participant (as that term is clarified in HUD Handbook 4000.1, II.A.1.b.ii.(B)) in this Covered Transaction (as that term is clarified at 2 C.F.R. § 180.200) is suspended, debarred, under a limited denial of participation, or otherwise restricted under 2 C.F.R. part 2424 or 24 C.F.R. part 25, or under similar procedures of any other federal agency.

Items "F" through "H" are to be completed as applicable for VA loans only.

F. The names and functions of any duly authorized agents who developed on behalf of the lender/mortgagee any of the information or supporting credit data submitted are as follows:

Name & Address

Function (e.g., obtained information on the Uniform Residential Loan Application, ordered credit report, verifications of employment, deposits, etc.)

If no agent is shown above, the undersigned lender/mortgagee affirmatively certifies that all information and supporting credit data were obtained directly by the lender/mortgagee.

G. The undersigned lender/mortgagee understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item F as to the functions with which they are identified.

H. The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.

Signature of Officer of Lender/Mortgagee	Title of Officer of Lender/Mortgagee	Date (mm/dd/yyyy)
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**WARNING: This warning applies to all certifications made in this document.**

The knowing submission of a false, fictitious, or fraudulent certification may be subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729

### Part III - Notices to Borrowers

Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This Agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Office of Management and Budget, Paperwork Project Director (0433-0046), Washington, DC 20503.

The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN. HUD and/or VA may conduct a computer match to verify the information you provide. HUD and/or VA may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or VA, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagee. Any disclosure information outside VA or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law. Caution. Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

### Part IV - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration to verify my Social Security number to the Mortgagee identified in this document and HUD/FHA, through a computer match conducted by HUD/FHA. I understand that my consent allows no additional information from my Social Security records to be provided to the Mortgagee, and HUD/FHA and that verification of my Social Security number does not constitute confirmation of my identity. I also understand that my Social Security number may not be used for any other purpose than the one stated above, including resale or redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA complies with SSA's consent requirements. I am the individual to whom the Social Security number was issued or that person's legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both. This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

Signature(s) of Borrower(s)

Date Signed

Signature(s) of Co - Borrower(s)

Date Signed

/ /

/ /

### Part V - Borrower Certification

#### 22. Complete the following for a HUD/FHA Mortgage.

22a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage?

☐ Yes

☐ No

Is it to be sold?

☐ Yes

☐ No

☐ NA

22b. Sales Price

22c. Original Mortgage Amt

22d. Address:

\$

\$

22e. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest? ☐ Yes ☐ No If "Yes" give details.

#### 23. Complete for VA-Guaranteed Mortgage. Have you ever had a VA home Loan? ☐ Yes ☐ No

IMPORTANT: If you are certifying that you are married for the purpose of VA benefits, your marriage must be recognized by the place where you and/or your spouse resided at the time of marriage, or where you and/or your spouse resided when you filed your claim (or a later date when you become eligible for benefits) (38 U.S.C. § 103(c)). Additional guidance on when VA recognizes marriages is available at <http://www.va.gov/opa/marriage/>.

24. Applicable for Both VA & HUD. As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended. Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA may be required to pay your lender on account of default in your loan payments. The amount of any such claim payment will be a debt owed by you to the Federal Government. This debt will be the object of established collection procedures.

#### 25. I, the Undersigned Borrower(s) Certify that:

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

(2) Occupancy: HUD Only (CHECK APPLICABLE BOX)

☐ I, the Borrower or Co-Borrower will occupy the property within 60 days of signing the security instrument, and intend to continue occupancy for at least one year; or

☐ I do not intend to occupy the property as my primary residence.

Occupancy: VA Only

☐ (a.) I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.

☐ (b.) My spouse is on active military duty and in his or her absence; I occupy or intend to occupy the property securing this loan as my home.

☐ (c.) I previously occupied the property securing this loan as my home. (for interest rate reduction loans).

☐ (d.) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans).

Note: If box 2b or 2d is checked, the veteran's spouse must also sign below.

☐ (e.) The veteran is on active military duty and in his or her absence, I certify that a dependent child of the veteran occupies or will occupy the property securing this loan as their home.

Note: This requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign the Borrower's Certificate below.

☐ (f.) While the veteran was on active military duty and unable to occupy the property securing this loan, the property was occupied by the veteran's dependent child as his or her home (for interest rate reduction loans).

Note: This requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign the Borrower's Certificate below.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$ ) is:

☐ The reasonable value of the property as determined by VA or;

☐ The statement of appraised value as determined by HUD / FHA

Note: If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value", mark either item (a) or item (b), whichever is applicable.

☐ (a.) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment;

☐ (b.) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) I and anyone acting on my behalf are, and will remain, in compliance with the Fair Housing Act, 42 U.S.C. 3604, et seq., with respect to the dwelling or property covered by the loan and in the provision of services or facilities in connection therewith. I recognize that any restrictive covenant on this property related to race, color, religion, sex, disability, familial status, national origin, marital status, age, or source of income is illegal and void. I further recognize that in addition to administrative action by HUD, a civil action may be brought by the Attorney General of the United States in any appropriate U.S. court against any person responsible for a violation of the applicable law.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.

(6) For HUD Only (for properties constructed prior to 1978) I have received information on lead paint poisoning. ☐ Yes ☐ Not Applicable

(7) I am aware that neither HUD / FHA nor VA warrants the condition or value of the property.

Signature(s) of Borrower(s) – Do not sign unless this application is fully completed. Read the certifications carefully and review accuracy of this application.

Signature(s) of Borrower(s)

Date Signed

Signature(s) of Co - Borrower(s)

Date Signed

/ /

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# Direct Endorsement Approval for a HUD/FHA-Insured Mortgage

U.S. Department of Housing  
and Urban Development

1. Borrower's Name & Present Address (Include zip code)	2. Property Address	3. Agency Case No. (Include any suffix)
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☐ **Approved:**  
Date Mortgage Approved \_\_\_\_\_

Date Approval Expires \_\_\_\_\_

<input type="checkbox"/> <b>Modified &amp; approved as follows:</b>	Loan Amount (include UFMIP)	Interest Rate	Proposed Maturity		Monthly Payment	Amount of Up Front Premium	Amount of Monthly Premium	Term of Monthly Premium
	\$	%	Yrs.	Mos.	\$	\$	\$	Mos.

☐ Owner Occupancy NOT required

☐ All conditions of Approval have been satisfied

\_\_\_\_\_ This mortgage was rated as an "accept" or "approve" by FHA's TOTAL Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies that the mortgagee reviewed the TOTAL Mortgage Scorecard findings and that this mortgage meets the Final Underwriting Decision (TOTAL) requirements for approval. The undersigned representative of the mortgagee also certifies that all information entered into TOTAL Mortgage Scorecard is complete and accurately represents information obtained by the mortgagee, that the information was obtained by the mortgagee, pursuant to FHA requirements, and that there was no defect in connection with the approval of this mortgage such that the result reached in TOTAL should not have been relied upon and the mortgage should not have been approved in accordance with FHA requirements.

Mortgagee Representative:

Signature: \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

And if applicable:

This mortgage was rated as an "accept" or "approve" by FHA's TOTAL Mortgage Scorecard and the undersigned Direct Endorsement underwriter certifies that I have personally reviewed and underwritten the appraisal according to standard FHA requirements.

**OR**

\_\_\_\_\_  
Direct Endorsement Underwriter Signature

\_\_\_\_\_  
DE's CHUMS ID Number

\_\_\_\_\_ This mortgage was rated as a "refer" by a FHA's TOTAL Mortgage Scorecard, or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement Underwriter certifies that I have personally reviewed and underwritten the appraisal report (if applicable), credit application, and all associated documents used in underwriting this mortgage. I further certify that:

- I have approved this loan and my Final Underwriting Decision was made having exercised the required level of Care and Due Diligence and in performing my underwriting review;
- I have performed all Specific Underwriter Responsibilities for Underwriters and my underwriting of the borrower's Credit and Debt, Income, Qualifying Ratios and Compensating Factors, if any, and the borrower's DTI with Compensating Factors, if any, are within the parameters established by FHA and the borrower has assets to satisfy any required down payment and closing costs of this mortgage; and
- I have verified the Mortgage Insurance Premium and Mortgage Amount are accurate and this loan is in an amount that is permitted by FHA for this loan type, property type, and geographic area.
- There was no defect in connection with my approval of this mortgage such that my Final Underwriting Decision should have changed and the mortgage should not have been approved in accordance with FHA requirements.

\_\_\_\_\_  
Direct Endorsement Underwriter Signature

\_\_\_\_\_  
DE CHUMS ID Number

The Mortgagee, its owners, officers, employees or directors ☐ (do) ☐ (do not) have a financial interest in or a relationship, by affiliation or ownership, with the builder or seller involved in this transaction.

## Borrower's Certification:

The undersigned certifies that:

- (a.) I will not have outstanding any other unpaid obligations contracted in connection with the mortgage transaction or the purchase of the said property except obligations which are secured by property or collateral owned by me independently of the said mortgaged property, or obligations approved by the Commissioner;
- (b.) One of the undersigned intends to occupy the subject property (note: this item does not apply if owner-occupancy is not required by FHA);
- (c.) All charges and fees collected from me as shown in the settlement statement have been paid by my own funds, gift funds, or acceptable Down Payment Assistance program funds, and no other charges have been or will be paid by me in respect to this transaction.

Borrower(s) Signature(s) & Date

## Mortgagee's Certification:

The Mortgagee by and through the undersigned certifies that to the best of its knowledge:

- (a) The loan terms, loan type, property address, Borrower information including names, social security number, credit scores, marital status, employment status, and Borrower occupancy status, in its application for insurance and in this Certificate are true and correct;
- (b) All loan approval conditions appearing in any outstanding commitment issued under the above case number have been fulfilled and this loan closed in a manner consistent with the mortgagee's approval;
- (c) Complete disbursement of the loan has been made to the Borrower, or to his/her creditors for his/her account and with his/her consent and any escrow has been established in accordance with applicable law;
- (d) The note and security instruments are in a form acceptable to HUD and the security instrument has been recorded and is a good and valid first lien on the property described;
- (e) No charge has been made to, or paid by the Borrower, except as permitted under HUD regulations;
- (f) The copies of the note and security instruments which are submitted herewith are true and exact copies as executed and filed for record;
- (g) It has not paid any kickbacks, fee or consideration of any type, directly or indirectly, to any party in connection with this transaction except as permitted under HUD regulations and administrative instructions; and
- (h) The Mortgagee has exercised due diligence in processing this mortgage and in reviewing the file documents listed at HUD Handbook 4000.1, II.A.7.b. and the documents contain no defect that should have changed the processing or documentation and the mortgage should not have been approved in accordance with FHA requirements.

I, the undersigned authorized representative of the mortgagee certify that I have personally reviewed the mortgage documents, closing statements, application for insurance endorsement, and all accompanying documents and request the endorsement of this mortgage for FHA insurance.

Mortgagee		<b>Note:</b> If the approval is executed by an agent in the name of the mortgagee, the agent must enter the mortgagee's code number and type.	
Name and Title of the Mortgagee's Officer			
Signature of the Mortgagee's Officer	Date	Code Number (5 digits)	Type