Request for Final Endorsement of Credit Instrument

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

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(Exp. 00/00/00)

Public Reporting Burden for this collection of information is estimated to average 1.0 hour 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0468), Washington, DC 20503. Do not send this completed form to either of the above addresses.

Project Name:	Project Number:
Project Address:	
Date of Commitment:	Borrower:

The definition of any capitalized term or word used herein can be found in this Request for Final Endorsement of Credit Instrument, ~~the Regulatory Agreement between Borrower and HUD, and/or~~ the Security Instrument, the Note and/or the Regulatory Agreement between Borrower and HUD.

To the Department of Housing and Urban Development (HUD):
The undersigned declares that construction of this Project is complete for purposes of going to final endorsement*; and that advances have been made to Borrower in accordance with your Certificate of Insurance on the dates and in the amounts set forth in the schedule below; that the undersigned has paid no kickback and no fee or other consideration, directly or indirectly, to any person who has received payment or other consideration from any other person in connection with this ~~mortgage~~ transaction, including the purchase or sale of the Mortgaged Property, except for compensation paid, if any, for the actual performance of services and approved by you; and that to the best of the undersigned's knowledge and belief the Loan is now eligible for mortgage insurance and, accordingly, the undersigned hereby requests final endorsement of the ~~Security Instrument~~Note for mortgage insurance in the total sum of $______________________ .

Schedule of Advances

Date	Amount	Date	Amount

Subtotal (amount advanced to date):	$
A final advance in the following amount will be disbursed immediately upon your final endorsement of the ~~n~~Note for insurance	$
The Total of all advances made, including the final advance, is:	$

The Lender affirms that the statements and representations of fact by Lender contained in this instrument are, to the best of Lender's knowledge, true, accurate, and complete. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Lender:	By: (Signature, Title & Date) X

* Minor items of construction still to be completed are covered by an Escrow Agreement for Incomplete Construction (HUD-92456M), three conformed copies whereof are herewith delivered to you. There is held in escrow as a guarantee of the completion thereof the amounts determined by your office as necessary for such purpose.

Certificate of Borrower	Project Number:

To: Department of Housing and Urban Development (HUD):

In order to induce HUD to finally endorse the ~~credit instrument~~Note for mortgage insurance, and with the intent that HUD rely upon the statements hereinafter set forth, the undersigned makes the following certifications:

1. That it has received the sum of $____ which when added to the final advance will total $______________________________, constituting the full insurable amount of the Loan for this Project.

2. That construction of the Project is complete and is in accordance with the plans and specifications approved by HUD; that the Security Instrument is a good and valid first lien on the Mortgaged Property therein described; that the Mortgaged Property is free and clear of all liens other than that of the Security Instrument except for a lien approved by HUD given in favor of government entity or other HUD-approved lien expressly subordinate to the first lien of the Loan; that all outstanding unpaid obligations and past due interest payments contracted by or on behalf of Borrower, directly or indirectly, in connection with the Loan transaction, the acquisition of the Mortgaged Property, the construction of the Project, or any arrearages are listed below:

*	(a)	HUD-approved notes (copies attached)	$
	(b)	Due General Contractor	$
*	(c)	Other	$

3. That, except for the amounts due on notes listed in item (a) of paragraph 2 above, the undersigned agrees to pay the foregoing obligations in cash and to furnish HUD receipts, or other evidence of payment satisfactory to HUD, within 45 days following receipt of the final advance of Loan proceeds on its "Certificate of Actual Cost" (HUD-92330), supported by the documentation required therein. Borrower further agrees that if HUD accepts estimates for any items, Borrower shall, at final endorsement, establish a cash escrow in the amount of $_________________ to pay all the "to be paid in cash items" identified on its Certificate of Actual Cost and debts to third parties who made the original disbursements for an item listed as paid on HUD-92330, unless documentation, satisfactory to HUD, evidences that these amounts were paid by Borrower subsequent to the submission of its Certificate of Actual Cost. Borrower understands that the items covered by this cash escrow must be paid within 45 days of the date of final endorsement.

The Borrower affirms that the statements and representations of fact by Borrower contained in this instrument are, to the best of Borrower's knowledge, true, accurate, and complete. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Borrower:	By: (Signature & Title) X	Date:

* **Note:** This includes any past due amount under the construction loan. (If the space provided is inadequate to list all unpaid obligations, insert the total in each category and attach itemizations. If there are no outstanding obligations, so state.)

Certificate of General Contractor	Project Number:

To the Department of Housing and Urban Development (HUD):

The undersigned, as general contractor of the above project, makes the following certifications:

1. That construction is in accordance with the plans and specifications that were approved by HUD.

2. That all outstanding unpaid obligations contracted by or on behalf of the undersigned in connection with the construction contract are listed below. (If space below is inadequate, continue listing on an attached sheet ~~designated "Exhibit A"~~ and so note.)

(a)	$
(b)	$
(c)	$

3. That, except for unfinished work covered by an approved escrow deposit, the undersigned agrees to pay the foregoing obligations in cash, within 15 days following receipt of payment from ~~owner~~Borrower.

The General Contractor affirms that the statements and representations of fact by General Contractor contained in this instrument are, to the best of General Contractor's knowledge, true, accurate, and complete. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

General Contractor:	By: (Signature & Title) X	Date:

~~Each signatory below hereby certifies that the statements and representations contained in the part signed by the respective signatory and all supporting documentation thereto are true, accurate, and complete. Each signatory, for its part only, hereby states this instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.~~

~~Name of Entity: ______________________________ (LENDER)~~

~~By: ______________________________~~

~~Printed Name, Title ______________________________~~

~~Dated: ______________________________~~

~~Name of Entity: ______________________________ (BORROWER)~~

~~By: ______________________________~~

~~Printed Name, Title ______________________________~~

~~Dated: ______________________________~~

~~Name of Entity: ______________________________ (GENERAL CONTRACTOR)~~

~~By: ______________________________~~

~~Printed Name, Title ______________________________~~

~~Dated: ______________________________~~

Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.