

VA – Amendment to Contract

Property Address:	Loan Number: PK1007951
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It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property herein, if the contract purchase or the cost exceeds the reasonable value of the property established by the Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Seller	_____ Date	_____ Seller	_____ Date

Interest Rate and Discount Disclosure Statement

This statement regarding the interest rate and discount points that you may pay on a mortgage guaranteed by VA (Department of Veterans Affairs) must be delivered to you prior to execution of the borrower's certification on the HUD/VA Addendum to the Uniform Residential Loan Application.

VA does not establish the interest rate for mortgage loans to be guaranteed or set either a maximum or minimum on the interest rate or on discount points that may be paid by you. This means that you may pay such interest rate and discount points as you and lender agree upon. The seller may also pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.

It is important for you to understand that the interest rate and discount points and the length of time the lender will honor the loan terms are all freely negotiable with the lender. Lenders may agree to offer the loan terms for a definite period of time (i.e., 30, 60, 90 days), or may refuse to do so. This arrangement is commonly referred to as a lock-in agreement. Keep in mind that your agreement with the seller will also affect the date you can close your loan.

The terms of your agreement with the lender will determine the degree, if any, that the interest rate and discount points may change before closing. An increase of more than 1.00% in the interest rate may require re-underwriting of the loan approval by VA or by the lender. It may be necessary for the lender to obtain your signature on a new application. If, after re-underwriting, it is determined that you remain qualified from a credit risk standpoint, the conditions of your agreements with the lender and the seller may require you to complete the transaction or lose your deposit.

IT IS YOUR RESPONSIBILITY TO ASSURE THAT YOU UNDERSTAND THE TRANSACTION.

If you believe you have been subject to discrimination because of your race, color, religion, sex, familial status, or national origin, you should call HUD Fair Housing and Equal Opportunity Complaint hotline: 1(800)669-9777. This information must be delivered to you at the time of initial loan application. Return the original to your lender as proof of notification and keep a copy for your records. You, the borrower(s) must be certain that you understand the transaction. Sign below only after you have read this entire page. Seek professional advice if you are uncertain.

Borrower

Date

Co-borrower

Date

V010497

VA RATE REDUCTION CERTIFICATION

PREVIOUS LOAN:

Previous Loan Number _____
Loan Amount \$ _____
Original Term _____
Monthly payment \$ _____
Interest Rate _____
Original Borrowers _____

PROPOSED LOAN:

New Loan Number PK1007951
Proposed Loan Amount \$ _____
Proposed Term _____
Proposed Monthly payment \$ _____
Interest Rate _____
Borrowers: _____

TIME TO RECOUP CLOSING COSTS:

Monthly decrease in payments \$ _____
Total Closing Costs 1,940.35
Recoup Closing Costs _____ Months

I/We hereby certify that I/we understand the effect of the loan payment and interest rate involved in refinancing our home loan.

_____ Date: _____

_____ Date: _____

_____ Date: _____

Renee Gerke

VA Department of Veterans Affairs	VERIFICATION OF VA BENEFITS
PRIVACY ACT NOTICE: The VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 5, Code of Federal Regulations 1.526 for routine uses (i.e., information concerning a veteran's indebtedness to the United States by virtue of a person's participation in a benefits program administered by VA may be disclosed to any third party, except consumer reporting agencies) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendee Loan Applicant Records – VA, and published in the Federal Register. Your obligation to respond is required to obtain or retain benefits. Giving us your SSN account information is voluntary. Refusal to provide your SSN by itself will not result in the denial of benefits. The VA will not deny an individual benefits for refusing to provide his or her SSN unless the disclosure of the SSN is required by a Federal Statute of law in effect prior to January 1, 1975, and still in effect.	
TO: NAME AND ADDRESS OF LENDER (Complete mailing address including ZIP code) Peoples Mortgage 4500 S Lakeshore Drive #150 Tempe, AZ 85282	INSTRUCTIONS TO LENDER Complete this form ONLY if the veteran/applicant: <ul style="list-style-type: none"> is receiving VA disability payments; or has received VA disability payments; or would receive VA disability payments but for receipt if retired pay; or is surviving spouse of a veteran who died on active duty as a result of a service-connected disability has filed a claim for VA disability benefits prior to discharge from active duty service Complete Items 1 through 10. Send the completed form to the appropriate VA regional Loan Center where it will be processed and returned to the Lender. The completed form must be retained as part of the lender's loan origination.
1. NAME OF VETERAN (First, middle, last)	2. CURRENT ADDRESS OF VETERAN
3. DATE OF BIRTH	
4. VA CLAIM FOLDER NUMBER (C-File No. if known)	5. SOCIAL SECURITY NUMBER
6. SERVICE NUMBER (if different from Social Security Number)	
7. I HEREBY CERTIFY THAT I <input type="checkbox"/> DO <input type="checkbox"/> DO NOT have a VA benefit-related indebtedness to my knowledge. I authorize VA to furnish the information listed below.	
8. I HEREBY CERTIFY THAT I <input type="checkbox"/> HAVE <input type="checkbox"/> HAVE NOT filed a claim for VA disability benefits prior to discharge from active duty service. (I am presently still on active duty.)	
9. SIGNATURE OF VETERAN	10. DATE SIGNED
FOR VA USE ONLY	
<input type="checkbox"/> The above named veteran does not have a VA benefit-related indebtedness <input type="checkbox"/> The veteran has the following VA benefit-related indebtedness	
VA BENEFIT – RELATED INDEBTEDNESS (If any)	
TYPE OF DEBT(S)	AMOUNT OF DEBT(S)
	\$
	\$
TERM OF REPAYMENT PLAN (If any)	
<input type="checkbox"/> Veteran <u>is</u> exempt from funding fee due to receipt of service-connected disability compensation of \$ monthly. (Unless checked, the funding fee receipt must be remitted to VA with VA Form 26-1820, Report and Certification of Loan Disbursement)	
<input type="checkbox"/> Veteran <u>is</u> exempt from funding fee due to entitlement to VA compensation benefits upon discharge from service.	
<input type="checkbox"/> Veteran <u>is not</u> exempt from funding fee due to receipt of nonservice-connected pension of \$ monthly. LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA	
<input type="checkbox"/> Veteran has been rated incompetent by VA. LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA.	
<input type="checkbox"/> Insufficient information. VA cannot identify the veteran with the information given. Please furnish more complete information, or a copy of a DD Form 214 or discharge papers. If on active duty, furnish a statement of service written on official government letterhead, signed by the adjutant, personnel officer, or commanding officer. The statement should include name, birth date, service number, entry date and time lost.	
SIGNATURE OF AUTHORIZED AGENT	DATE SIGNED
Respondent Burden: We need this information to determine, establish, or verify your eligibility for VA Loan Guaranty Benefits and to determine if you are exempt from paying the VA Funding Fee. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at www.whitehouse.gov/library/omb/OMBINCV.html#VA . If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.	

Federal Collection Policy Notice

The Federal Government is authorized by law to take any or all of the following actions in the event your VA-guaranteed or VA-financed loan payments become delinquent or you default on your VA-guaranteed or VA-financed Loan:

- Your name and account information may be reported to a credit bureau.
- Additional interest and penalty charges may be assessed for the period of time that payment is not made.
- Charges to cover additional administrative costs incurred by the Government to service your account may be assessed.
- Amounts owed to you under other Federal programs may be offset.
- Your account may be referred to a private collection agency to collect the amount due.
- Your account may be referred to the Department of Justice for litigation in the courts.
- If you are a current or retired Federal employee, your salary or civil service retirement benefits may be offset.
- Your debt may be referred to the Internal Revenue Service for offset against any amount owed to you as an income tax refund.
- Any written-off debt may be reported to the Internal Revenue Service as taxable income.

All of these actions can and will be used to recover any debts owed the Department of Veterans Affairs when it is determined to be in the best interest of the Government to do so.

Certification

I have read and I understand the actions the Federal Government can take in the event that I fail to meet my scheduled payments in accordance with the terms and conditions of my agreement to purchase property with a VA-guaranteed or VA-financed loan.

Signature: _____ Date: _____

ACKNOWLEDGMENT OF VA FUNDING FEE REQUIREMENT

A funding fee based on the loan amount and down payment is required by the Veterans Administration in accordance with the Deficit Reduction Act of 1984 on VA guaranteed loans closed on or after August 17, 1984, with the following exceptions:

- 1) Veterans received compensation for service disabilities;
- 2) Veterans who would be entitled to receive compensation if they were not receiving retirement pay;
- 3) Surviving spouses of veterans who died in service or from a service-connected disability.

Please acknowledge receipt of this notice and advise us of the method of payment of this fee by selecting one of the following:

_____ I agree to pay the funding fee from my own funds.

_____ I agree to pay the funding fee by adding it to my loan amount.

_____ I claim exemption from this requirement, citing exception number _____ and supporting documents are enclosed.

DATE

DATE

1. DURING THE PAST FIVE YEARS, HAVE YOU DIRECTLY OR INDIRECTLY BEEN OBLIGATED ON ANY LOAN WHICH RESULTED IN FORECLOSURE, TRANSFER OF TITLE IN LIEU OF FORECLOSURE, OR JUDGMENT? (This would include home mortgage loans, SBA loans, home improvement loans, educational loans, or manufactured home loans, any mortgage, financial obligation, bond, or loan guarantee)

☐ Yes ☐ No (If "Yes," provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet, if needed.)

2. ARE YOU PRESENTLY DELINQUENT OR IN DEFAULT ON ANY DEBT TO THE FEDERAL GOVERNMENT? (e.g., Public Health Service, U.S. Guaranteed Student Loan, GI Bill Education Benefits, etc.)?

☐ Yes ☐ No (If "Yes," provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet, if needed.)

I CERTIFY THAT the statements herein are true and correct to the best of my knowledge and belief.

3. SIGNATURE OF VETERAN

4. DATE

5. SIGNATURE OF COBORROWER

6. DATE

Department of
Veterans Affairs

Counseling Checklist for Military Homebuyers

1. Failure on the part of a borrower on active duty to disclose that he/she expects to leave the area within 12 months due to transfer orders or completion of his/her enlistment period may constitute "bad faith." If your loan is foreclosed under circumstances which include such bad faith, you may be required to repay VA for any loss suffered by the Government under the guaranty. (In ANY case in which VA suffers a loss under the guaranty, the loss must be repaid before your loan benefits can be restored to use in obtaining another VA loan.)

2. Although real estate values have historically risen in most areas, there is no assurance that the property for which you are seeking financing will increase in value or even retain its present value.

3. It is possible that you may encounter difficulty in selling your house, recovering your investment or making any profit, particularly if there is an active new home market in the area.

4. Receiving military orders for a permanent change of duty station or an unexpected early discharge due to a reduction in force will not relieve you of your obligation to make your mortgage payments on the first of each month.

5. "Letting the house go back" is **NOT** an acceptable option. A decision to do so may be considered "bad faith." A foreclosure will result in a bad credit record, a possible debt you will owe the government and difficulty in getting more credit in the future.

6. If unexpected circumstances lead to difficulty in making your payments, contact your mortgage company promptly. It will be easier to resolve any problems if you act quickly and be open and honest with the mortgage company.

7. YOUR VA LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF VA OR YOUR LENDER.

8. **DO NOT BE MISLED!** VA does not guarantee the **CONDITION** of the house which you are buying, whether it is new or previously occupied. VA guarantees only the **LOAN**. You may talk to many people when you are in the process of buying a house. Particularly with a previously occupied house, you may pick up the impression along the way that you need not be overly concerned about any needed repairs or hidden defects since VA will be sure to find them and require them to be repaired. This is **NOT TRUE!** In every case, ultimately, it is your responsibility to be an informed buyer and to assure yourself that what you are buying is satisfactory to you in all respects. Remember, VA guarantees only the loan – **NOT** the condition.

9. If you have any doubts about the condition of the house which you are buying, it is in your best interest to seek expert advice before you legally commit yourself in a purchase agreement. Particularly with a previously occupied house, most sellers and their real estate agents are willing to permit you, at your expense, to arrange for an inspection by a qualified residential inspection service. Also, most sellers and agents are willing to negotiate with you concerning what repairs are to be included in the purchase agreement. Steps of this kind can prevent many later problems, disagreements, and major disappointments.

10. Proper maintenance is the best way to protect your home and improve the chance that its value will increase.

11. If you are buying a previously owned house, you should look into making energy efficient improvements. You can add up to \$6,000 to your VA loan to have energy efficient improvements installed. Consult your lender or the local VA office.

I HEREBY CERTIFY THAT the lender has counseled me and I fully understand the counseling items set forth above.

(Borrower's Signature)

(Date)

I HEREBY CERTIFY THAT the borrower has been counseled regarding the counseling items set forth above.

(Lender's Signature)

(Date)

REPORT AND CERTIFICATION OF LOAN DISBURSEMENT				<input type="checkbox"/> AUTOMATIC PROCEDURE		<input type="checkbox"/> PRIOR APPROVAL PROCEDURE																			
INSTRUCTIONS TO LENDERS: For use by lenders closing VA loans under 38 U.S.C 3710. After closing of the loan and completion of the form, the original is to be forwarded to the VA; the duplicate is to be retained by the lender; the triplicate is to be provided to the veteran. With this report, unless previously submitted to VA, please submit the following: (a) copy of the borrower's loan application to you showing income, assets, and obligations; (b) the ORIGINAL verification(s) of employment and earnings; (c) ORIGINAL credit report on the borrower and coborrower, if any; (d) ORIGINAL VA Form 26-8937, Verification of VA Benefit Related Indebtedness; (e) ORIGINAL VA Form 26-0503, Federal Collection Policy Notice; (f) VA Form 26-0551, Debt Questionnaire; (g) Veteran's Certificate of Eligibility; (h) a copy of the veteran's executed sales or construction contract, as appropriate; (i) ORIGINAL verification of bank deposit; (j) a true copy of the HUD Form 1 or, if a refinancing loan, a statement of the loan disbursement and costs, showing the fees and costs charged to the borrower and seller (HUD Form 1 may be used); (k) if the home is of new construction, an executed copy of the builder's warranty, VA Form 26-1859; a copy of the Master Certificate of Reasonable Value, VA Form 26-1843a and any related endorsements, and a VA or FHA final compliance inspection report. In special cases, such as loans wherein some of the proceeds are to be escrowed to cover the completion of postponed exterior improvements, etc., other attachments to the report may be necessary. Lenders should consult with the VA regional office in this regard. For refinancing loans under 38 U.S.C. 3710(a) (5), provide evidence of the lien of record on the property and of the veteran's ownership of the property. For all loans, submit VA Form 26-8998, Acknowledgement of Receipt of Funding Fee From Mortgagee, if required. RESPONDENT BURDEN: VA may not conduct or sponsor, and respondent is not required to respond to this collection of information unless it displays a valid OMB Control Number. Public reporting burden for this collection of information is estimated to average 15 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. If you have comments regarding this burden estimate or any other aspect of this collection of information, call 1-800-827-1000 for mailing information on where to send your comments.																									
1. VA LOAN NUMBER		2A. LENDER'S LOAN NUMBER PK1007951		2B. LENDER'S VA IDENTIFICATION NUMBER		3. DATE OF REPORT																			
4A. FIRST NAME – MIDDLE NAME – LAST NAME OF VETERAN						4B. VETERAN'S SOCIAL SECURITY NO.																			
5. PRESENT ADDRESS OF VETERAN <i>(Include ZIP Code)</i>				6. NAME AND ADDRESS OF RELATIVE NOT LIVING WITH VETERAN <i>(Include ZIP Code and complete telephone number if available)</i>																					
This report of the undersigned lender is made pursuant to Section 3702(c), Title 38, United States Code. The undersigned lender and veteran each agree that the Regulations issued under Chapter 37, Title 38, United States Code, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties and that any provisions of the loan instruments inconsistent with such Regulations are hereby amended and supplemented to conform thereto and request issuance of evidence of the loan to the full extent permitted by the veteran's available entitlement.																									
<div><input type="checkbox"/> GUARANTY</div> <div><input type="checkbox"/> INSURANCE</div>																									
SECTION I – PURPOSE, AMOUNT, TERMS AND SECURITY FOR LOAN																									
7. PURPOSE OF LOAN <div><div><input type="checkbox"/> PURCHASE NEW CONDOMINIUM UNIT</div><div><input type="checkbox"/> PURCHASE EXISTING HOME NOT PREVIOUSLY OCCUPIED</div><div><input type="checkbox"/> CONSTRUCT HOME-PROCEEDS TO BE PAID OUT DURING CONSTRUCTION</div><div><input type="checkbox"/> REFINANCE PERMANENTLY SITED MANUFACTURED HOME TO BUY LOT</div><div><input type="checkbox"/> PURCHASE EXISTING HOME PREVIOUSLY OCCUPIED</div><div><input type="checkbox"/> PURCHASE EXISTING CONDOMINIUM UNIT</div><div><input type="checkbox"/> PURCHASE PERMANENTLY SITED MANUFACTURED HOME</div><div><input type="checkbox"/> PURCHASE PERMANENTLY SITED MANUFACTURED HOME AND LOT</div><div><input type="checkbox"/> REFINANCE PERMANENTLY SITED MANUFACTURED HOME/LOT LOAN</div><div><input type="checkbox"/> FINANCE IMPROVEMENTS TO EXISTING PROPERTY</div><div><input type="checkbox"/> REFINANCE</div></div>																									
8. ADDRESS OF PROPERTY SECURING LOAN <i>(Include lot and block numbers, subdivision name and ZIP Code.)</i>						9. AMOUNT OF LOAN \$																			
10. TERMS OF LOAN																									
A. PRINCIPAL AND INTEREST PAYABLE EACH PERIOD		B. RATE OF INTEREST PER ANNUM		C. DATE OF NOTE		D. DATE OF FIRST PAYMENT																			
E. DATE LOAN WAS CLOSED		F. DATE LOAN PROCEEDS FULLY PAID OUT		G. TERM OF LOAN YEARS MONTHS		H. DATE OF MATURITY																			
11. TYPE OF LIEN (38 CFR 36.4351) <div><div><input type="checkbox"/> FIRST REALTY MORTGAGE</div><div><input type="checkbox"/> SECOND REALTY MORTGAGE</div><div><input type="checkbox"/> FIRST CHATTEL MORTGAGE</div><div><input type="checkbox"/> UNSECURED</div><div><input type="checkbox"/> OTHER <i>(Specify)</i></div></div>																									
12. TITLE OF PROPERTY IS VESTED IN THE FOLLOWING PERSON(S) <div><div><input type="checkbox"/> VETERAN</div><div><input type="checkbox"/> VETERAN AND SPOUSE</div><div><input type="checkbox"/> OTHER <i>(Specify)</i></div></div>																									
13. ESTATE IN PROPERTY IS (38 CFR 36.4350) <div><div><input checked="" type="checkbox"/> FEE SIMPLE</div><div><input type="checkbox"/> LEASEHOLD <i>(Give expiration date)</i></div><div><input type="checkbox"/> OTHER <i>(Specify)</i></div></div>																									
14. APPROXIMATE ANNUAL REAL ESTATE TAXES \$		15. INSURANCE		A. HAZARD		B. FLOOD (Where applic.)																			
		FACE AMOUNT OF POLICY		\$																					
		ANNUAL PREMIUM		\$ 0.00		\$ 0.00																			
				\$		\$																			
16. APPROXIMATE ANNUAL SPECIAL ASSESSMENT PAYMENT		17. TOTAL UNPAID SPECIAL ASSESSMENTS																							
18. ANNUAL MAINTENANCE ASSESSMENT		19. DESCRIBE NONREALTY, IF ANY, ACQUIRED WITH PROCEEDS OF LOAN <i>(Attach separate sheet if necessary)</i>																							
20. DESCRIBE ADDITIONAL SECURITY TAKEN AND LIST OF OTHER <i>(Including Spouse)</i> LIABLE ON INDEBTEDNESS, IF ANY <i>(Attach separate sheet if necessary)</i>																									
IF LAND ACQUIRED BY SEPARATE TRANSACTION COMPLETE ITEMS 21 AND 22		21. DATE ACQUIRED		22. PURCHASE PRICE <i>(If acquired other than by purchase, state "None")</i> \$		23. AMOUNT WITHHELD FROM LOAN PROCEEDS AND DEPOSITED IN <div><input type="checkbox"/> ESCROW</div> <div><input type="checkbox"/> EARMARKED ACCOUNT</div> \$																			
SECTION II – LENDER'S CERTIFICATION																									
24. I, THE UNDERSIGNED LENDER, CERTIFY THAT: <div><div>A. If this loan was closed under the automatic procedure, no default exists which has continued for more than 30 days.</div><div>B. The lender has not imposed and will not impose any charges or fees against the veteran borrower in excess of those permissible under the schedule set forth in paragraph (d) of 38 CFR 36.4312.</div><div>C. The information furnished in Section I is true, accurate and complete.</div><div>D. The information contained in the loan application was obtained directly from the veteran by an employee of the undersigned lender or the lender's duly authorized agent and is true to the best of the lender's knowledge and belief.</div><div>E. The credit report submitted on the subject veteran (and coborrower, if any) was ordered by the undersigned lender or the lender's duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.</div><div>F. The verification(s) of employment and verification(s) of deposits were requested and received by the lender or the lender's duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.</div><div>G. This report was signed by the veteran after Sections I, II and III were completed.</div><div>H. VA Forms 26-0503, Federal Collection Policy Notice, and 26-0551, Debt Questionnaire, were signed by the veteran and a signed copy of each was furnished to the veteran. (NOTE: These forms are not required for the loan in which the URLA and HUD/VA Addendum are used.)</div><div>I. This loan to the named veteran meets the income and credit requirements of the governing law in the judgment of the undersigned.</div><div>J. The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:<table><tr><td><u>NAME</u></td><td><u>ADDRESS</u></td><td><u>FUNCTION</u> (e.g., obtained information for loan application; ordered credit report, verification of employment, verification of deposits, etc.)</td></tr><tr><td>a.</td><td></td><td></td></tr><tr><td>b.</td><td></td><td></td></tr><tr><td>c.</td><td></td><td></td></tr><tr><td>d.</td><td></td><td></td></tr><tr><td>e.</td><td></td><td></td></tr></table></div><div>If no agent is shown above, the undersigned lender affirmatively charges that all information and supporting credit data were obtained directly by the lender.</div><div>K. The undersigned lender understands and agrees that the lender is responsible for the acts of agents identified in Item 24J as to the functions with which they are identified.</div><div>L. The loan conforms with the applicable provisions of Title 38, U.S. Code and the Regulations concerning guaranty or insurance of loans to veterans.</div><div>M. COMPLETE WHERE AUTHORIZED BY CERTIFICATE OF REASONABLE VALUE.<div><input type="checkbox"/> Any construction, repairs, alterations, or improvements upon which the reasonable value of the property is predicated and which were not inspected and approved subsequent to completion by a compliance inspector designated by the Secretary have been completed properly.</div></div><div>N. If the loan application has been submitted for the prior approval of the VA, the proceeds of the loan were expended for the purposes described in the loan application or refinancing proposal originally submitted for the prior approval of the VA and in the amounts shown in the statement of loan disbursement and costs or HUD Form 1 that is attached to and incorporated in this report.</div></div>								<u>NAME</u>	<u>ADDRESS</u>	<u>FUNCTION</u> (e.g., obtained information for loan application; ordered credit report, verification of employment, verification of deposits, etc.)	a.			b.			c.			d.			e.		
<u>NAME</u>	<u>ADDRESS</u>	<u>FUNCTION</u> (e.g., obtained information for loan application; ordered credit report, verification of employment, verification of deposits, etc.)																							
a.																									
b.																									
c.																									
d.																									
e.																									

24. Continued.
- O. Any deviations or changes of identity in the security of the property from that set forth in the plans and specifications upon which the original appraisal was based are itemized in an attachment hereto and have been approved as required in 38 C.F.R. 36.4304 and have been completed properly.
- P. If this is a refinancing loan under section 3710a(5) of title 38, U.S.C., the veteran's secured liens of record identified on the property and shown on the loan application, and any debts listed on the application which were not secured by liens of record and which were to have been retired from the proceeds of the loan, have, in fact, been paid in full. The amount of cash, if any, shown as paid to the veteran on the statement of loan disbursement and costs or HUD Form 1 that is attached to and incorporated in this report, was, in fact, disbursed to him or her personally.
- Q. If this loan is required to be personally reviewed and approved by a VA-approved underwriter, the name of that underwriter is as follows:

25A. NAME AND ADDRESS OF LENDER Peoples Mortgage 4500 S Lakeshore Drive #150, Tempe, AZ 85282		25B. TELEPHONE NO. OF LENDER 480-752-3530
26A. DATE SIGNED	26B. SIGNATURE AND TITLE OF OFFICER OF LENDER	

PRIVACY ACT INFORMATION: The information requested on this form (except social security number) is authorized by 38 U.S.C. 3704(c) and 3710. The Debt Collection Act of 1982, Pub. L. 97-365, requires persons applying for a federally insured or guaranteed loan to furnish his or her social security number. The information on this form will be used in your best interest to determine your qualification for the benefit as allowable by law. Your answers on the form may be given outside VA only if authorized under the Privacy Act, including the routine uses (for example: Authorize release of information to Congress when requested on behalf of a veteran for statistical purposes in specific geographic regions) identified in VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records and Specially Adapted Housing Applicant Records-VA, published in the Federal Register. Failure to provide any of the requested information, including social security number, may result in disapproval of your loan application.

NOTICE TO BORROWERS: This is notice to you as required by the Right to Financial Privacy Act of 1978 that the VA 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 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.

SECTION III – VETERAN'S CERTIFICATION *(To be executed by the veteran on the date loan is closed)*

27. As a GI 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.**

Some GI 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 reason, 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 owner 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. Also, unless you are able to sell the property to a creditworthy obligor who is acceptable to the VA and who will assume the payment of your obligation to the lender and the Department of Veterans Affairs, you will not be relieved from liability to repay any guaranty claim which the VA 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. Payment of the loan in full ordinarily is the way in which continuing liability on a mortgage note is ended. Therefore, if you expect to move from the area in which you are now considering the purchase of a home and should you be unable to sell such home with the purchaser obtaining new financing to pay off your loan, you should understand that you may continue to be liable to the holder of your mortgage and the Department of Veterans Affairs.

I, THE UNDERSIGNED VETERAN, CERTIFY THAT:

- a. I have read and understand the foregoing concerning the liability on the loan.
- b. Occupancy:
- (1) ☐ 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.
- (2) ☐ 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.
- (3) ☐ I previously occupied the property securing this loan as my home. *(For interest rate reduction loans.)*
- (4) ☐ 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 Item b(2) or b(4) is checked the veteran's spouse must also sign Item 32 below.

- c. I have been informed that \$ _____ is the reasonable value of the property as determined by VA.

IF THE CONTRACT PRICE OR COST EXCEEDS THE VA REASONABLE VALUE, COMPLETE EITHER ITEM D OR E.

- d. ☐ 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 reasonable value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.
- e. ☐ 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 the contract purchase price or cost and the VA reasonable value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.
- f. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling of property covered by this loan to any person because of race, color, religion, sex or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.
- g. I AM AWARE THAT VA DOES NOT WARRANT THE CONDITION OR VALUE OF THE PROPERTY.

IF CERTIFICATE OF ELIGIBILITY REQUIRES CERTIFICATION OF ACTIVE DUTY STATUS, FOLLOWING CERTIFICATION MUST BE CHECKED.

☐ I certify that I have not been discharged or released from active duty since the date of my Certificate of Eligibility was issued.

VOLUNTARY INFORMATION FOR GOVERNMENT MONITORING PURPOSES	28A. VETERAN <small>(If you do not wish to complete Items 28B and 28C, please initial here)</small>	INITIALS	28B. ETHNICITY <input type="checkbox"/> HISPANIC OR LATINO <input type="checkbox"/> NOT HISPANIC OR LATINO	28C. RACE/NATIONAL ORIGIN <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <input type="checkbox"/> ASIAN <input type="checkbox"/> WHITE <input type="checkbox"/> BLACK, OR AFRICAN AMERICAN	28D. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
	29A. COBORROWER <small>(If you do not wish to complete Items 29B and 29C, please initial here)</small>	INITIALS	28B. ETHNICITY <input type="checkbox"/> HISPANIC OR LATINO <input type="checkbox"/> NOT HISPANIC OR LATINO	29C. RACE/NATIONAL ORIGIN <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <input type="checkbox"/> ASIAN <input type="checkbox"/> WHITE <input type="checkbox"/> BLACK, OR AFRICAN AMERICAN	29D. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
30. DATE SIGNED	31. SIGNATURE OF VETERAN <i>(Read Certifications Carefully before Signing)</i>			32. SIGNATURE OF SPOUSE <i>(If applicable)</i>	
Federal Statutes provide severe penalties for any fraud, intentional misrepresentation, or Criminal Connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the department of Veterans Affairs.					

Department of Veterans Affairs			TO Department of Veterans Affairs Eligibility Center P.O.Box 20729 Winston-Salem, NC 27120.			
REQUEST FOR A CERTIFICATE OF ELIGIBILITY						
NOTE: Please read information on instruction page before completing this form. If additional space is required, attach a separate sheet.						
1. FIRST-MIDDLE-LAST NAME OF VETERAN		2. DATE OF BIRTH		3. VETERAN'S DAYTIME TELEPHONE NO.		
4a. ADDRESS OF VETERAN (No., street or rural route, city or P.O., State and ZIP Code)			5. MAIL CERTIFICATE OF ELIGIBILITY TO: (Complete <u>ONLY</u> if the Certificate is to be mailed to an address different from the one listed in item 4a)			
4b. E-MAIL ADDRESS OF VETERAN (if applicable)						
6. MILITARY SERVICE DATA (ATTACH PROOF OF SERVICE – SEE PARAGRAPH “D” ON INSTRUCTION PAGE)						
A. ITEM	B. PERIODS OF ACTIVE SERVICE		C. NAME (Show your name exactly as it appears on your separation papers or Statement of Service)	D. SOCIAL SECURITY NUMBER	E. SERVICE NUMBER (If different from Social Security No.)	F. BRANCH OF SERVICE
	DATE FROM	DATE TO				
1.						
2.						
3.						
4.						
7A. WERE YOU DISCHARGED, RETIRED OR SEPARATED FROM SERVICE BECAUSE OF DISABILITY OR DO YOU NOW HAVE ANY SERVICE-CONNECTED DISABILITIES? <input type="checkbox"/> YES <input type="checkbox"/> NO (If “Yes,” complete Item 7B)				7B. VA CLAIM FILE NUMBER C-		
8. PREVIOUS VA LOANS (Must answer N/A if no previous VA home loan. DO NOT LEAVE BLANK)						
A. ITEM	B. TYPE (Home, Refinance, Manufactured Home, or Direct)	C. ADDRESS OF PROPERTY	D. DATE OF LOAN	E. DO YOU STILL OWN THE PROPERTY? (YES/NO)	F. DATE PROPERTY WAS SOLD (Submit a copy of HUD-1, Settlement Statement, if available)	G. VA LOAN NUMBER (If known)
1.						
2.						
3.						
4.						
5.						
6.						
I CERTIFY THAT the statements herein are true to the best of my knowledge and belief.						
9. SIGNATURE OF VETERAN (Do NOT print)				10. DATE SIGNED		
FEDERAL STATUTES PROVIDE SEVERE PENALTIES FOR FRAUD, INTENTIONAL MISREPRESENTATION, CRIMINAL CONNIVANCE OR CONSPIRACY PURPOSED TO INFLUENCE THE ISSUANCE OF ANY GUARANTY OR INSURANCE BY THE SECRETARY OF VETERANS AFFAIRS.						
FOR VA USE ONLY						
11A. DATE CERTIFICATE ISSUED			11B. SIGNATURE OF VA AGENT			

INSTRUCTIONS FOR VA FORM 26-1880

PRIVACY ACT NOTICE: VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (for example: to a member of Congress inquiring on your behalf) identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records-VA, and published in the Federal Register. Your obligation to respond is required in order to determine the veteran's qualifications for a loan.

RESPONDENT BURDEN: This information is needed to help determine a veteran's qualification's for a VA guaranteed home loan. Title 38, U.S.C., section 3702, authorizes collection of this information. We estimate that you will need an average of 15 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at www.whitehouse.gov/omb/library/OMBINV.VA.EPA.html#VA. If desired, you can call 1-800-827-1000 to get information on where to send your comments or suggestions about this form.

A. Mail this completed form, along with proof of service, to the Eligibility Center at P.O. Box 20729, Winston-Salem, NC 27120.

B. Military Service Requirements for VA Loan Eligibility: (NOTE: Cases involving other than honorable discharges will usually require further development by VA. This is necessary to determine if the service was under other than dishonorable conditions.)

1. **Wartime Service.** If you served anytime during World War II (September 16, 1940 to July 25, 1947), Korean Conflict (June 27, 1950 to January 31, 1955), or Vietnam Era (August 5, 1964 to May 7, 1975) you must have served at least 90 days on active duty and have been discharged or released under other than dishonorable conditions. If you served less than 90 days, you may be eligible if discharged because of service-connected disability.

2. **Peacetime Service:** If your service fell entirely within one of the following periods: July 26, 1947 to June 26, 1950, or February 1, 1955 to August 4, 1964, you must have served at least 181 days of continuous active duty and have been discharged or released under conditions other than dishonorable. If you entered service after May 7, 1975 but prior to September 8, 1980 (enlisted) or October 17, 1981 (officer) and completed your service before August 2, 1990, 181 days service is also required. If you served less than 181 days, you may be eligible if discharged for a service-connected disability.

3. **Service after September 7, 1980 (enlisted) or October 16, 1981 (officer) and prior to August 2, 1990.** If you were separated from service which began after these dates, you must have: (a) Completed 24 months of continuous active duty for the full period (at least 181 days) for which you were called or ordered to active duty, and been discharged or released under conditions other than dishonorable; or (b) Completed at least 181 days of active duty and been discharged under the specific authority of 10 U.S.C. 1173 (hardship discharge) or 10 U.S.C. 1171 (early out discharge), or have been determined to have a compensable service-connected disability; or (c) Been discharged with less than 181 days of service for a service-connected disability. Individuals may also be eligible if they were released from active duty due to an involuntary reduction in force, certain medical conditions, or, in some instances for the convenience of the Government.

4. **Gulf War.** If you served on active duty during the Gulf War (August 2, 1990 to a date yet to be determined), you must have (a) Completed 24 months of continuous active duty or the full period (at least 90 days) for which you were called or ordered to active duty, and been discharged or released under conditions other than dishonorable; or (b) Completed at least 90 days of active duty and been discharged under the specific authority of 10 U.S.C. 1173 (hardship discharge), or 10 U.S.C. 1171 (early out discharge), or have been determined to have a compensable service-connected disability; or (c) Been discharged with less than 90 days of service for a service-connected disability. Individuals may also be eligible if they were released from active duty due to an involuntary reduction in force, certain medical conditions, or, in some instances, for the convenience of the Government.

5. **Active Duty Service Personnel.** If you are now on active duty, you are eligible after having served on continuous active duty for at least 181 days (90 days during the Persian Gulf War) unless discharged or separated from a previous qualifying period of active duty service.

6. **Selected Reserve Requirements for VA Loan Eligibility.** If you are not otherwise eligible and you have completed a total of 6 years in the Selected Reserves or National Guard (member of an active unit, attended required weekend drills and 2-week active duty training) and (a) Were discharged with an honorable discharge; or (b) Were placed on the retired list or (c) Were transferred to the Standby Reserve or an element of the Ready Reserve other than the Selected Reserve after service characterized as honorable service; or (d) Continue to serve in the Selected Reserve. Individuals who completed less than 6 years may be eligible if discharged for a service-connected disability.

C. Unmarried surviving spouses of eligible veterans seeking determination of basic eligibility for VA Loan Guaranty benefits are NOT required to complete this form, but are required to complete VA Form 26-1817, Request for Determination of Loan Guaranty Eligibility-Unmarried Surviving Spouse.

D. Proof of Military Service

1. **"Regular" Veterans.** Attach to this request your most recent discharge or separation papers from active military duty since September 16, 1940, which show active duty dates and type of discharge. If you were separated after January 1, 1950, DD Form 214 must be submitted. If you were separated after October 1, 1979, and you received DD Form 214, Certificate of Release or Discharge From Active Duty, 1 July edition, VA must be furnished Copy 4 of the form. You may submit either original papers or legible copies. In addition, if you are now on active duty submit a statement of service signed by, or by direction of, the adjutant, personnel officer, or commander of your unit or higher headquarters showing date of entry on your current active duty period and the duration of any time lost. Any Veterans Services Representative in the nearest Department of Veterans Affairs office or center will assist you in securing necessary proof of military service.

2. **Selected Reserves/National Guard.** If you are a discharged member of the Army or Air Force National Guard you may submit a NGB Form 22, Report of Separation and Record of Service, or NGB Form 23, Retirement Points Accounting, or it's equivalent (this is similar to a retirement points summary). If you are a discharged member of the Selected Reserve you may submit a copy of your latest annual point statement and evidence of honorable service. You may submit either your original papers or legible copies. Since there is no single form used by the Reserves or National Guard similar to the DD Form 214, it is your responsibility to furnish adequate documentation of at least 6 years of honorable service. In addition, if you are currently serving in the Selected Reserve you must submit a statement of service signed by, or by the direction of, the adjutant, personnel officer or commander of your unit or higher headquarters showing the length of time that you have been a member of the unit.

Department of Veterans Affairs

Rights of VA Loan Borrowers (Important Notice)

PK1007951

You have certain rights as a VA loan borrower that you should know about. These include:

Assumable Loan. For all VA loans committed on or after March 1, 1988, you may sell your home to someone who agrees to assume your loan if the loan holder or VA approves the creditworthiness of the purchaser(s). If the purchaser(s) is creditworthy and assumes the liability to the lender and VA to the same extent that you did when you obtained the loan, you will be released from liability on the loan. To obtain a release from liability, you should check with the company to whom you make your payments before you sell your home. The loan may become immediately due and payable if you do not obtain approval of the loan assumption before selling your home. Keep in mind that you will not be able to get another VA loan with the entitlement that you used for this loan until the property is sold and the loan is paid in full unless the purchaser is a veteran and can qualify for substitution of entitlement. The local VA office can provide you with details concerning substitution of entitlement.

No Prepayment Penalty. If you pay off your loan early, your lender cannot require that you pay a prepayment penalty.

No Late Charge Unless Payment Is More Than 15 Days Overdue. Also, late charge may not exceed 4 percent of payment amount.

These rights apply to you and, if you sell your home, to any buyer who assumes your loan. Some mortgage notes used by lenders may have provisions which seem to take away these rights. However, the lender cannot enforce these provisions for a VA loan.

Your loan is guaranteed or insured under Title 38, United States Code. This law and the regulations that are in effect on the date your loan is closed govern the rights, duties, and liabilities of you and the lender. Any provision of any instrument executed in connection with your loan which is inconsistent with this law or the regulations is invalid.

If your loan has been funded by a State or local housing program, these basic rights may not apply to you. If you are a participant in this type of program you should receive a notice stating the restrictions that apply to your loan.

If you believe your rights as a VA loan borrower are being violated by the lender, or if you have any questions about your loan which the lender cannot answer to your satisfaction, please contact the local VA office for assistance.

X _____
Applicant

Date

X _____
Co-Applicant

Date

**VA FORM
DEC 1998 26-8978**

THE VETERANS ADMINISTRATION REQUIRES THE NAME, ADDRESS AND PHONE
NUMBER OF YOUR NEAREST LIVING RELATIVE. PLEASE COMPLETE THIS INFORMATION
BELOW:

THANK YOU

PEOPLES MORTGAGE COMPANY

Name: _____

Address: _____

City, State, ZIP Code: _____

Phone Number (if known (_____)

Signature of Veteran