

VA - AMENDMENT TO CONTRACT

Property Address : _____ File No.: _____

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

The purchase agreement must include, or is amended to include, the above statement if the purchase agreement was signed by the Veteran/Applicant prior to his receiving notice of the reasonable value of the subject property.

BORROWER'S ACKNOWLEDGEMENT OF DISCLOSURES

Borrower Name(s):	Lender:
	Date:
Property Address:	

By signing below, I acknowledge that I have received a "Good Faith Estimate" and all the applicable disclosures required by the Truth in Lending Act.

I/We have received a copy of this disclosure:

_____	_____
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

Property Address : _____

File No.: _____

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: _____

Signature: _____

Date: _____

INTEREST RATE AND DISCOUNT STATEMENT

1. 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.
2. 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 the 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.
3. 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, or 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.
4. 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 percent in the interest rate requires 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.

Signed: _____

Dated: _____

VA LOAN COMPARISON

APPLICANT(S):	NEW LOAN NUMBER:
	PRESENT LOAN NUMBER:
PROPERTY ADDRESS:	

Gentlemen:

I/we, the undersigned, are mortgagors on the above captioned property.

Our loan closed _____ through _____.
We currently reside at the property and intend to continue residing there.

We wish to refinance our existing loan with a new loan at the current interest rates through _____. The following represents a comparison of our existing loan and the proposed loan:

Description	Existing Loan	Proposed Loan
Loan Amount		
Interest Rate		
Term		
Monthly Principal & Interest		
Monthly Principal & Interest & Taxes & Insurance		

Time to Recoup Closing Costs:

Total Closing Costs: \$
Monthly Payment Increase: ÷ \$ _____
Time to Recoup Costs: Months

Thank you,

Borrower Date Co-Borrower Date

Lender Certification:

☐ The lender hereby certifies that the veteran qualifies for the new monthly payment which exceeds the previous payment by 20 percent or more.

Lender Signature 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 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)

Department of Veterans Affairs

INTEREST RATE REDUCTION REFINANCING LOAN WORKSHEET

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 10 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.

NOTE - Submit this form when requesting guaranty on an Interest Rate Reduction Refinancing Loan.

VA LOAN NUMBER

SECTION I - INITIAL COMPUTATION

LINE NO.	ITEM	AMOUNT
1.	EXISTING VA LOAN BALANCE (PLUS COST OF ENERGY EFFICIENT IMPROVEMENTS)	\$
2.	SUBTRACT ANY CASH PAYMENT FROM VETERANS	-
3.	TOTAL	\$

SECTION II - PRELIMINARY LOAN AMOUNT

4.	ENTER TOTAL FROM LINE 3	\$
5.	ADD _____% DISCOUNT BASED ON LINE 4	+
6.	ADD _____% ORIGATION FEE BASED ON LINE 4	+
7.	ADD _____% FUNDING FEE BASED ON LINE 4	+
8.	ADD OTHER ALLOWABLE CLOSING COSTS AND PREPAIDS	+
9.	TOTAL	\$

SECTION III - FINAL COMPUTATION

10.	ENTER TOTAL FROM LINE 9	\$
11.	ADD _____% DISCOUNT BASED ON LINE 10	+
12.	SUBTOTAL	=
13.	SUBTRACT AMOUNT SHOWN ON LINE 5	-
14.	SUBTOTAL	=
15.	SUBTRACT AMOUNT SHOWN ON LINE 7	-
16.	SUBTOTAL	=
17.	ADD _____% FUNDING FEE BASED ON LINE 16	+
18.	TOTAL - MAXIMUM LOAN AMOUNT	\$ *

NOTE: *MAXIMUM LOAN AMOUNT MAY BE ROUNDED OFF, BUT MUST ALWAYS BE ROUNDED DOWN TO AVOID CASH TO THE VETERAN. ROUND-OFF AMOUNTS OF LESS THAN \$50 DO NOT REQUIRE RECOMPUTATION.

DATE	NAME OF LENDER	SIGNATURE AND TITLE OF OFFICER OF LENDER
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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 reverse 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.			
4. 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 4)				
6. MILITARY SERVICE DATA (ATTACH PROOF OF SERVICE - SEE PARAGRAPH "D" ON REVERSE)							
A. ITEM	B. PERIODS OF ACTIVE SERVICE DATE FROM DATE TO		C. NAME (Show your name exactly as it appears on your separation papers or Statement of Service)	D. SOCIAL SECURITY NUMBER	E. SERVICE No. (If different from Social Security No.)	F. BRANCH OF SERVICE	
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?				7B. VA CLAIM FILE NUMBER			
<input type="checkbox"/> YES <input type="checkbox"/> No (If "Yes," complete Item 7B)				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							
11 A. DATE CERTIFICATE ISSUED			11 B. SIGNATURE OF VA AGENT				

INSTRUCTIONS FOR VA FORM 26-1880

PRIVACY ACT INFORMATION: 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 1.526 for regular uses (for example: authorized release of information to Congress when requested for statistical purposes) 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, 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 qualifications for a VA guaranteed home loan. Title 38, USC, 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 webpage at <http://www.whitehouse.gov/library/omb/VA>. If desired, you can call 1-800-827-1000 and give your comments or ask for mailing information on where to send your comments.

A. Mail this completed form, along with proof of service, to the VA 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 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 been 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 its 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.

Request For Certificate of Veteran Status

U.S. Department of Housing and Urban Development
Office of Housing - Federal Housing Commissioner
Department of Veterans Affairs
Loan Guaranty Division

Privacy Statement: This report is authorized by law (P.L. 479, 48 stat. 1246, 12 U.S.C. 1701 et seq). While you are not required to respond, your cooperation is needed to qualify you for benefits under Section 203 (b)(2) and 220(d)(3)(a) of the National Housing Act. Disclosure of information outside of VA and HUD will only be made as permitted by law. Public Law 97-255, Financial Integrity Act, 31 U.S.C. 3512, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to monitor programs. The Housing and Community Development Act of 1987, 42 U.S.C. 3543, authorizes HUD to collect the SSN. This number is used to ensure that a unique identifier is assigned to each participant in the program. HUD uses it to measure the number of participants in the program and the services received. Provision of the SSN is mandatory. Failure to provide the information requested may result in a sanction. This information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

Mail this form to:

Department of Veterans Affairs

Attn: Loan Guaranty Division

Instructions: Read carefully before completing form. Use typewriter or print legibly. Complete all applicable items.

A. Mail this completed form, along with proof of service, to the Eligibility Center at P.O. Box 20729, Winston-Salem, NC 27120 (for veterans located in the eastern half of the country) or P.O. Box 240097, Los Angeles, CA 90024 (for veterans located in the western half of the country). Veterans stationed overseas may use either address.

B. Attach to this request all your discharge or separation papers from the periods of active service in the Armed Forces of the U.S. listed in item 4.

C. If you lack proper discharge or separation papers, any Veterans Service Representative will assist you in procuring such papers. If you are in doubt regarding the proper documents to be submitted with this request, you should contact the nearest VA Office for that information.

1. NAME (Last, First, Middle) OF VETERAN	2. ADDRESS OF VETERAN (Number, Street, City, State and Zip Code)	3. DATE OF BIRTH
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Military Service Data

I request that I be issued a Certificate of Veteran Status which I may furnish to a lender when applying for a HUD-insured loan under section 203(b)(2) or 220(d)(a) of the National Housing Act, as amended. (Begin on line 4A and enter your latest period of service followed by preceding service, if any, on line 4B, continuing on reverse if necessary).

PERIOD OF ACTIVE SERVICE		NAME (Show your name exactly as it appears on your discharge papers for each period of service.)	SERVICE NUMBER OR SOCIAL SECURITY NUMBER	BRANCH OF SERVICE
DATE FROM	DATE TO			
4A.				
4B.				
5. VA CLAIM NUMBER C -	Note: If upon your release from the latest period of active military duty, you received DD Form 214, NAVPERS Form 553, or similar form or form letter in lieu of a discharge, complete items 6A and 6B.			
6A. ARE YOU NOW ON ACTIVE MILITARY DUTY?	FOR VA USE ONLY			
<input type="checkbox"/> YES <input type="checkbox"/> NO	DATE CERTIFICATE OF VETERANS STATUS ISSUED			
6B. WERE YOU ON ACTIVE MILITARY DUTY ON THE DAY FOLLOWING THE DATE OF SEPARATION INDICATED IN THE PAPERS SUBMITTED?	DISCHARGE OR SEPARATION PAPERS RETURNED TO:			
<input type="checkbox"/> YES <input type="checkbox"/> NO				

I Certify That the statements herein are true to the best of my knowledge and belief.

7. SIGNATURE OF VETERAN	8. DATE
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IMPORTANT INSTRUCTIONS: If the Certificate is to be sent to the veteran, the complete mailing address should be shown in Item 11. If it is desired that the certificate be sent to other than the veteran, the name and address of such person or firm should be shown in Item 11. Items 9 and 10 need be completed only when the certificate is being sent to other than the veteran.

DO NOT DETACH

Transmittal of Certificate of Veteran Status

9. NAME AND SERVICE NUMBER/SOCIAL SECURITY NUMBER OF VETERAN	10. FILE REFERENCE
The discharge or separation papers returned herewith will not be required again unless requested.	FOR VA USE ONLY
11. Return To:	DATE
	Enclosures <input type="checkbox"/> Certificate of Veteran Status <input type="checkbox"/> Discharge or Separation Papers <input type="checkbox"/> Other (Specify)

**RIGHTS OF VA LOAN BORROWERS
(IMPORTANT NOTICE)**

Property Address : _____

File No.: _____

You have certain basic 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. The law and 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 the 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 _____
Applicant

Date

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)

INSTRUCTIONS TO LENDER

Complete this form ONLY if the veteran/applicant:

- is receiving VA disability payments; or
- has received VA disability payments; or
- would receive VA disability payments but for receipt of retired pay; or
- is a surviving spouse of a veteran who died on active duty or 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 package.

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 ☐ DO ☐ 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 ☐ HAVE ☐ 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

☐ The above named veteran does not have a VA benefit-related indebtedness☐ 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)

☐ Veteran is 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)

☐ Veteran is exempt from funding fee due to entitlement to VA compensation benefits upon discharge from service.

☐ Veteran is not exempt from funding fee due to receipt of nonservice-connected pension of \$_____ monthly.
LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA

☐ Veteran has been rated incompetent by VA. **LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA**

☐ 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/OMBINVC.html#VA. If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144
HUD: 2502-0059 (expires 9/30/2007)

Part I - Identifying Information (mark the type of application)		2. Agency Case No: (include any suffix)		3. Lender's Case No.		4. Section of the Act (for HUD cases)	
1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act							
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.	
		10. Discount Amount (only if borrower is permitted to pay)		11. Amount of Up Front Premium \$		12a. Amount of Monthly Premium \$/mo.	
						12b. Term of Monthly Premium months	
6. Property Address (including name of subdivision, lot & block no. & zip code)		13. Lender's I.D. Code		14. Sponsor/Agent I.D. Code			
15. Lender's Name & Address (include zip code)				16. Name & Address of Sponsor/Agent			
				17. Lender's Telephone Number			
Type or Print all entries clearly							

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?		19. VA Only: Title will be Vested in:		20. Purpose of Loan (blocks 9 - 12 are for VA loans only)	
a. <input type="checkbox"/> Yes		<input type="checkbox"/> Veteran		1) <input type="checkbox"/> Purchase Existing Home Previously Occupied	
b. <input type="checkbox"/> No		<input type="checkbox"/> Veteran & Spouse		2) <input type="checkbox"/> Finance Improvements to Existing Property	
		<input type="checkbox"/> Other (Specify):		3) <input type="checkbox"/> Refinance (Refi.)	
				4) <input type="checkbox"/> Purchase New Condo. Unit	
				5) <input type="checkbox"/> Purchase Existing Condo. Unit	
				6) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied	
				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	

Part II - Lender's Certification

21. The undersigned lender 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 Uniform Residential Loan Application and this Addendum are true, accurate and complete.
- B.** The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.
- C.** The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.
- D.** The verification of employment and verification of deposits were requested and received by the lender or its 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.

E. The Uniform Residential Loan Application and this Addendum were signed by the borrower after all sections were completed.

F. This proposed loan to the named borrower meets the income and credit requirements of the governing law in the judgment of the undersigned.

G. To the best of my knowledge and belief, I and my firm and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph G(2) of this certification; and (4) have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

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

H. 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:

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 affirmatively certifies that all information and supporting credit data were obtained directly by the lender.

- I.** The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions with which they are identified
- J.** 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	Title of Officer of Lender	Date (mm/dd/yyyy)
X		

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 information unless that collection displays a valid OMB control number.

Privacy Act Information. 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 mortgagor. Any disclosure of 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 Lender 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 Lender, 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.

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

Date signed

X

Part V - Borrower Certification

22. Complete the following for a HUD/FHA Mortgage

22 a. 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

22 b. Sales Price

\$

22 c. Original Mortgage Amt

\$

22 d. Address

22 e. 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.

22 f. Do you own more than four dwellings? ☐ Yes ☐ No If "Yes" submit form HUD-92561.

23. Complete for VA - Guaranteed Mortgage.

Have you ever had a VA home loan?

☐ Yes ☐ No

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:** (for VA only -- mark the applicable box)

☐ (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 reductions)

☐ (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.

(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) 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 or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status 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.

(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 & review accuracy of this application. Date

X

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 VA Secretary or the HUD/FHA Commissioner.

Direct Endorsement Approval for a HUD/FHA-Insured Mortgage

U.S. Department of Housing
and Urban Development

Part I - Identifying Information (mark the type of application)		2. Agency Case No. (include any suffix)		3. Lender's Case No.		4. Section of the Act (for HUD cases)	
1. <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act							
5. Borrower's Name & Present Address (include zip code)		7. Loan Amount (include the UFMIP)		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. months	
		13. Lender's I.D. Code		14. Sponsor/Agent I.D. Code			
15. Lender's Name & Address (include zip code)				16. Name & Address of Sponsor/Agent			
<div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p style="text-align: center;">Type or Print all entries clearly</p>				17. Lender's Telephone Number			

☐ **Approved:** Approved subject to the additional conditions stated below, if any.

Date Mortgage Approved _____

Date Approval Expires _____

<input type="checkbox"/> Modified & Approved as follows:	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.	\$	\$	\$	months

Additional Conditions:

- ☐ If this is proposed construction, the builder has certified compliance with HUD requirements on form HUD-92541.
- ☐ If this is new construction, the lender certifies that the property is 100% complete (both on site and off site improvements) **and** the property meets HUD's minimum property standards and local building codes.
- ☐ Form HUD-92544, Builder's Warranty is required.
- ☐ The property has a 10-year warranty.
- ☐ Owner-Occupancy **Not** required (item (b) of the Borrower's Certificate does not apply).
- ☐ The mortgage is a high loan-to-value ratio for non-occupant mortgagor in military.
- ☐ Other: (specify)

☐ This mortgage was rated as an "accept" or "approve" by FHA's Total Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies to the integrity of the data supplied by the lender used to determine the quality of the loan, that a Direct Endorsement Underwriter reviewed the appraisal (if applicable) and further certifies that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Mortgagee Representative: _____

☐ This mortgage was rated as a "refer" by FHA's Total Mortgage Scorecard, and/or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement underwriter certifies that I have personally reviewed the appraisal report (if applicable), credit application, and all associated documents and have used due diligence in underwriting this mortgage. I find that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program and I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Direct Endorsement Underwriter _____ DE's CHUMS ID Number _____

The Mortgagee, its owners, officers 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 Certificate

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 the commitment);
- (c) All charges and fees collected from me as shown in the settlement statement have been paid from my own funds, and no other charges have been or will be paid by me in respect to this transaction;
- (d) 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 or property covered by this loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for a violation of this certificate.

Borrower(s) Signature(s) & Date

X

Lender's Certificate

The undersigned certifies that to the best of its knowledge:

- (a) The statements made in its application for insurance and in this Certificate are true and correct;
- (b) The conditions listed above or appearing in any outstanding commitment issued under the above case number have been fulfilled;
- (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;
- (d) 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 credit 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.

I, the undersigned, as authorized representative of _____, mortgagee at this time of closing of this mortgage loan, certify that I have personally reviewed the mortgage loan documents, closing statements, application for insurance endorsement, and all accompanying documents. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4.

Lender's Name		Note: If the approval is executed by an agent in the name of lender, the agent must enter the lender's code number and type.	
Title of Lender's Officer			
Signature of Lender's Officer		Code Number (5 digits)	Type
X			