### HUD/VA Addendum to Uniform Residential Loan Application OMB Approval No. VA: 2900-0144 HUD: 2502-0059

Wolters Kluwer Financial Services

Part I - Identifyi	i <b>ng Information</b> (mark the t	ype of application) 2.	Agency Case No.	(include	3. Lender	r's Cas	e No.		Section of	
1. WA Appl	lication for HUD/loan Guaranty under	FHA Application for Insurance the National Housing Act	any suffix)					AC	(for HUD o	cases)
	Name & Present Address		7. Loan Amount (if for HUD or Funding)			. Intere		. Prop	osed Mat	urity
			\$ 10. Discount Am	ount 11. A	Amount of	Up 1	%   <b>2a</b> . Amoun		rs. <b>12b</b> . Tern	mos. n of
6. Property Add	dress (including name of su	bdivision, lot & block no. & zip code	(only if horrower is		Premium	·  M	lonthly remium	/mo.	Monthly Premium	nonths
			13. Lender's I.D.				Sponsor/A			
15 Lender	r's Name & Address (inc	lude zin code)		16 Name	a & Addra	es of S	ponsor/Ag	ent		
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VA. The		all entries clearly	A SS in S Comment	6 d . 1		1.1		2710	Charter 25	7. 70141.
38, U	Inited States Code, to the fi	y apply to the Secretary of Veterans all extent permitted by the veteran's ne loan shall govern the rights, duties	entitlement and seve	erally agree						
18. First Time Homebuyer?	19. VA Only Title will be Vested in:	20. Purpose of Loan (blocks 9 -	12 are for VA loans		0	la (		! .!		
Tiomedayer:	Title will be vested iii.	1) Purchase Existing Home Pre	viously Occupied		construct H		roceeds to b	e paid	out during	
a. Yes	Veteran	2) Finance Improvements to Ex	cisting Property	′ —	Finance Co-					
b. No	Veteran & Spouse Other (specify)	3) Refinance (Refi.) 4) Purchase New Condo. Unit		· · · · · · · · · · · · · · · · · · ·			ntly Sited Ma			
	Cities (specify)	4) Purchase New Condo. Unit 5) Purchase Existing Condo. U	nit	·			ntly Sited Ma Sited Manufa			
		6) Purchase Existing Home No		· —		,	Sited Manufa			,
Housing and Ulissue a firm of Insurance Certiff A. The loan of Application a B. The informal Application borrower by authorized a and belief.  C. The credit co-borrower, duly authorized the report are port are port are united and without pass to the best of the best of the pest of the pest of the pest of the best of the pest of the best of the pest of	rban Development - Fe commitment for mortga ficate under the National terms furnished in the Addendum are tradion contained in the and this Addendum was an employee of the ugent and is true to the largent and received directly from the dwas received directly tion of employment and received by the lends of the lender's knowledge the lender's knowledge the largent and the lender's knowledge the lender's knowledge the largent and the	ct loan or a Loan Guaranty or to induce the Department of deral Housing Commissioner to ge insurance or a Mortgage Housing Act.  The Uniform Residential Loan accurate and complete.  The Uniform Residential Loan accurate and complete.  The Uniform Residential Loan accurate and complete.  The Uniform Residential Loan accurate and directly from the undersigned lender or its duly best of the lender's knowledge.  The subject borrower (and yet the undersigned lender or its e credit bureau which prepared from said credit bureau.  The verification of deposits were er or its duly authorized agent and belief.  The verification of deposits were and belief.	F. This propose credit require undersigned.  G. To the best principals: (1 debarment, ctransactions a three-year civil judgmen criminal offer performing a under a publistatutes or falsification receiving stotherwise ci (Federal, Staenumerated within a three or more publised on behalf of the second credit of the second control of the second credit of the second cre	of my land	f the government of the govern	y erning y deba or voluntment s propo- them for ith obt tate or violatio mbezzle ecords are I charg commi of this ding th ederal,	law in t belief, I a rred, susp untarily ex- or agency osal, been or (a) com taining, att- r local) tra- n of Fede ement, the making not preser ed by a ssion of certificatio is applicati State or	he ju  nd m endec cludec ; (2) I convi missi empti ral or eft, fe false any c an; an on/pr local)	y firm and proposed from control of frauction or control of the off the off (4) have on the formental of the off the o	of the  nd its ed for overed within had a d or a ain, or ontract titrust rits, or or or entity fenses ed one ed for
submitted ar Name & Add		, authorized agente in the decision	Function (e	.g., obtair	ned inform	nation	on the Un	iform	Residentia	al Loa
If no agent is the lender. I. The undersic functions wi J. The propose	s shown above, the unde gned lender understands th which they are identif ed loan conforms otherw	ersigned lender affirmatively cert and agrees that it is responsibled. ise with the applicable provision	Application, o ifies that all inform e for the omission	nation and	supportin	erification	it data wer	e obta	ined direc	etc.)
Signature of Of	loans to veterans.		er of Lender						nm/dd/yyy	
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and 12 U.S.C. 17 U.S.C. 3543, req information, incluinformation to Fe	ormation. The information 701 et seq. (if for HUD/FHA uire persons applying for a uding your SSN. HUD and deral, State and local agen	porting burden for this collection of ta sources, gathering and maintaining and sources, gathering and maintaining are son is not required to respond to, age at http://www.whitehouse.gov/orequested on the Uniform Residenti, The Debt Collection Act of 1982, federally insured or guaranteed loar for VA may conduct a computer noise when relevant to civil, criminal	information is esting the data needed, a collection of informb/library/OMBINV.  al Loan Application a Pub. Law 97-365, at 10 furnish his/her shatch to verify the , or regulatory inves	nated to averand complemention unleading this Adams of this Adams of the Adams of t	verage 6 mineting and reserved to the test of the test	inutes periewing lection of ml#LIST authoriz d Comm (SSN). ide. HU tions. It	zed by 38 U nunity Develor You must po D and/or Vo t will not oth	.S.C. opmer rovide A may nerwis	3710 (if for t Act of 19 all the requ disclose e be disclo	r DVA) 87, 42 uested certain sed or
VA Form 26-1802a	(02/05)						tot	m rivi.	-92900-A (05	コノとひひおう

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Agency Case Number: 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 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 lititigation in the courts; (7) If you are a current of these ac

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.

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

Signature(s) of Borrower(s)

Signature(s) of Co-Borrower(s) Date Signed Part V - Borrower Certification

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

22a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage? 22**c.** Original Mortgage Is it to be sold? 22b. Sales Price Yes \_Yes \_\_\_No \$ No 22e. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest? Yes 22f. 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? 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) 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. (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 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. (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 Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$ 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. (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. (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 Signature(s) of Borrower(s) - **Do not sign** unless this application is fully completed. Read the certifications carefully & review accuracy of this application.
Signature(s) of Borrower(s)

Date Signed

Signature(s) of Co-Borrower(s)

(Borrowers Must Sign Both Parts IV & V) 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.

VA Form 26-1802a (05/08) Wolters Kluwer Financial Services form HUD-92900-A (05/2008) VMP475T (0806) Page 2 of 4

Signature(s) of Co-Borrower(s) Date Signed

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

U.S. Department of Housing and Urban Development

under the National Housing Act	Agency Case No. any suffix)	(include 3. Lende		. Section of the ct (for HUD cases)
5. Borrower's Name & Present Address (Include zip code)	\$	ount 11. Amount of	% % % % % % % % % % % % % % % % % % %	yrs. mos.
5. Property Address (including name of subdivision, lot & block no. & zip code)	(only if borrower is permitted to pay)	Front Premium	Premium \$ /mo	
	13. Lender's I.D.		14. Sponsor/Agen	it I.D. Code
15. Lender's Name & Address (include zip code)	П	16. Name & Addre	ss of Sponsor/Agent	
Type or Print all entries clearly	_	17. Lender's Telep	hone Number	
Approved: Approved subject to the additional conditions stated below	ow, if any.			
Date Mortgage Approved	Date Appro	val Expires		
Modified & Loan Amount (include UFMIP) Interest Rate Proposed Matur	rity Monthly Payme	Amount of Up Front Premium	Amount of Monthly Premium	Term of Monthly Premium
as follows: \$ % Yrs. /	Mos \$	\$	\$	months
The mortgage is a high loan-to-value ratio for non-occup  Other: (specify)  This mortgage was rated as an "accept" or "appring representative of the mortgage certifies to the integrition, that a Direct Endorsement Underwriter reviewed to for HUD mortgage insurance under the Direct Endorsen set forth in HUD Handbook 4000.4	rove" by FHA's ity of the data su the appraisal (if ap	Total Mortgage S pplied by the lende plicable) and furthe	er used to determine r certifies that this mo	the quality of the ortgage is eligible
Mortgagee Representative				
This mortgage was rated as a "refer" by FHA's To Endorsement underwriter. As such, the undersigned D appraisal report (if applicable), credit application, and a mortgage. I find that this mortgage is eligible for HUI make all certifications required for this mortgage as set	Direct Endorsement all associated doc D mortgage insura	underwriter certifi uments and have unce under the Dire	es that I have person ised due diligence in	ally reviewed the underwriting this
Direct Endorsement Underwriter	DE	s CHUMS ID Numb	er	
The Mortgagee, its owners, officers, employees or director a relationship, by affiliation or ownership, with the builder				in or

form HUD-92900-A (05/2008) VMP475T (0806) Page 3 of 4

#### **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 by 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

#### 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;
- 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;
- No charge has been made to or paid by the borrower except as permitted under HUD regulations;
- The copies of the credit and security instruments which are submitted herewith are true and exact copies as executed and filed for record; 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 (g) 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

Lender's Name	Note: If the approval is exe the name of lender, the a	gent must enter the		
Title of Lender's Officer		lender's code number and typ Code Number (5 digits)	Туре	
Signature of Lender's Officer	Date			

# For Your Protection: Get a Home Inspection

#### Why a Buyer Needs a Home Inspection

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

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

#### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- √ Estimate the market value of a house;
- √ Make sure that the house meets FHA minimum property standards/requirements; and
- √ Make sure that the property is marketable.

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

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

#### Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

#### Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

OMB Approval No: 2502-0538

(exp. 07/31/2009)

#### Informed Consumer Choice Disclosure Notice

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

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

		FHA Financing 203(b) Fixed Rate	Conventional Financing 97% with Mortgage Insurance (MI)
1.	Sales Price	\$100,000	\$100,000
2.	Mortgage Amount	\$97,750 (\$99,216 with upfront Mortgage Insurance Premium)	\$97,000
3.	Closing Costs	\$2,000	\$2,000
4.	Downpayment Needed	\$4,250	\$5,000
5.	Interest Rate and Term of Loan in Years	7.00% / 30 Year Loan	7.00% / 30 Year Loan
6.	Monthly Payment (principal and interest only)	\$660	\$645
7.	Loan-to-Value	97.75%	97%
8.	Monthly Mortgage Insurance	\$39.94 <sup>1</sup>	\$76.63
9.	Maximum Number of Years of Monthly Insurance Premium Payments	Approx. 14 Years	Approx. 13 Years
10.	Upfront Mortgage Insurance Premium (if applicable)	\$1,466 <sup>2</sup> (Included in Mortgage Amount, line 2)	N/A

Monthly mortgage insurance premiums are calculated on the average annual principal balance, i.e., as the amount you owe on the loan decreases each year, so does the amount of the monthly premium

#### FHA Mortgage Insurance Premium Information

If you paid an upfront mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan-to-value ratio of your mortgage reaches 78 percent of the initial sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach the 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent level through normal amortization.

If you have a 15-year mortgage and make a downpayment in excess of 10 percent, you will not have to make monthly mortgage insurance premiums. You will also reach the 78 percent loan-to-value threshold earlier than on longer term mortgages and may not have to pay monthly mortgage insurance premiums for the full five years.

You are required to make these payments on your FHA-insured loan unless you refinance or the mortgage is otherwise paid in full.

	were <i>not</i> um for the l		premium,	as for	example	on	condominiums,	you	will	pay	the	monthly
Borr	rower			Date	Co-E	Borro	ower					Date

<sup>2</sup> Based on an upfront mortgage insurance premium rate of 1.50%.

#### Important Notice to Homebuyers

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

OMB Approval No. 2502-0059 (Expires 11/30/2010)

**You must** read this entire document at the time you apply for the loan. Return one copy to lender as proof of notification and keep one copy for your records.

#### **Condition of Property**

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

#### **Interest Rate and Discount Points**

HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the lender you have chosen.

The interest rate, any discount points and the length of time the lender will honor the loan terms are all negotiated between you and the lender.

The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement

Lenders may agree to guarantee or "lock-in" the loan

terms for a definite period of time (i.e., 15, 30, 60 days, etc.) or may permit your loan to be determined by future market conditions, also known as "floating". Lenders may require a fee to lock in the interest rate or the terms of the loan, but must provide a written agreement covering a minimum of 15 days before the anticipated closing. Your agreement with the lender will determine the degree, if any, that the interest rate and discount points may rise before closing.

If the lender determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

#### **Don't Commit Loan Fraud**

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

Do not falsify information about your income or assets.

Disclose all loans and debts (including money that may have been borrowed to make the downpayment).

Do not provide false letters-of-credit, cash-on-hand statements, gift letters or sweat equity letters.

Do not accept funds to be used for your downpayment from any other party (seller, real estate salesperson, builder, etc.).

Do not falsely certify that a property will be used for your primary residence when you are actually going to use it as a rental property.

Do not act as a "strawbuyer" (somebody who purchases a property for another person and then transfers title of the property to that person), nor should you give that person personal or credit information for them to use in any such scheme.

Do not apply for a loan by assuming the identity of another person.

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

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

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

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

#### Discrimination

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

#### **About Prepayment**

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

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

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

#### **FHA Mortgage Insurance Information**

#### Who may be eligible for a refund?

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

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

#### **Exceptions:**

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

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

#### How are Refunds Determined?

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

#### **Monthly Insurance Premiums**

If you paid an upfront mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan-to-value of your mortgage reaches 78 percent of the initial sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach the 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent loan-to-value threshold. If you were not charged an upfront premium, you will pay the monthly premium for the life of the mortgage.

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

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

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

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

Signature & Date:	Signature & Date:	
XSignature & Date:	XSignature & Date:	
X	<u>X</u>	
Previous editions are obsolete	Page 2 of 2	form HUD-92900-B (12/2004)

## Notice to Homeowner – Assumption of HUD/FHA Insured Loans Release of Personal Liability

Loan Number:	FHA Case Number:	
You are legally obligated to make the monthly payments note.	required by your mortgage (Deed of Trus	t) and promissory
The Department of Housing and Urban Development (purchasers from acquiring one-to-four family residential prare minor exceptions to the restriction on investors: loans tribes or servicepersons; and loans under special more rehabilitation loans or refinancing if insured mortgages. Yo exceptions.	operties covered by certain FHA-insured o public agencies and some non-profit orgortgage insurance programs for propert	mortgages. There anizations, Indian y sold by HUD,
HUD will therefore direct the lender to accelerate this FHA- transferred to a purchaser or recipient (1) who will not occu- does occupy the property whose credit has not been appro- apply except for certain sales or transfers where acceleration	upy the property as his or her principal resioved in accordance with HUD requiremen	dence, or (2) who
When a loan is accelerated, the entire balance is declared the sale of the property covered by this mortgage to an invoriginal homeowner, would remain liable for the mortgage transferred to the new buyer.	vestor or to a person who has not been a	pproved, you, the
Even if you sell your home by letting an approved purchar mortgage, you are still liable for the mortgage debt unle lender. FHA-approved lenders have been instructed by H sells his or her property to a creditworthy purchaser who debt and thereby agrees to become the <u>substitute more</u> ("Approval of Purchaser and Release of Seller"). You shou automatically when you sell your home to a creditworthy assume personal liability for the debt. When this form is executed the purchase of the purchase	uss you obtain a release from liability fro UD to prepare such a release when a or executes an agreement to assume and tgagor. The release is contained in For Id ask for it if the mortgage lender does not owner-occupant purchaser who executes ecuted, you are no longer liable for the more	m your mortgage iginal homeowner pay the mortgage m HUD-92210-1, ot provide it to you an agreement to rtgage debt.
You must sign and date this Notice as indicated, return on copy for your records.	ne copy to your lender as proof of notificat	ion and keep one
Borrower Date	Borrower	Date
Borrower Date	Borrower	Date
Instruction to Lender: A copy of this Notice must be given t should retain a signed copy in the origination file.	to the mortgagor(s) on or before the date	of settlement. You
FHA Assumption Notice 04/04 ∼ Encompass <sup>™</sup> from Ellie Mae ∼ www.elliemae.com		

## FHA Amendatory Clause & Real Estate Certification

Borrower Name(s):		Borrower Address:	
Property Address:		FHA Case Number:	
FHA AMENDATORY CLAUSE			
THA AMIENDATORT CLAUSE			
complete the purchase of the property dor otherwise unless the purchaser has tatement issued by the Federal Housi Lender, setting forth the appraised value The purchaser shall have the privilege at the amount of the appraised valuation. Department of Housing and Urban Dev	lescribed herein or s been given in ing Commissioner of the property of and option of procent appraised valuelopment will insu	sions of this contract, the purchaser shall read to incur any penalty by forfeiture of earner accordance with HUD/FHA or VA require, Department of Veterans Affairs, or a Dianot less than \$ seeding with consummation of the contract uation is arrived at to determine the maximum. HUD does not warrant the value or the the price and condition of the property are	st money deposits rements a written rect Endorsement . : without regard to num mortgage the e condition of the
Borrower	Date	Co-Borrower	Date
Seller	Date	Seller	Date
REAL ESTATE CERTIFICATION	N		
and conditions of the sales contract are	true to the best of	roker involved in the sales transaction certi their knowledge and belief and that any oth al estate transaction is part of, or attached	ner agreement
Borrower	Date	Co-Borrower	Date
Seller	Date	Seller	Date
Listing Agent (Seller's Agent)	Date	Selling Agent (Buyer's Agent)	Date

FHA Amendatory Clause 10/05 ~ Encompass  $^{\text{TM}}$  from Ellie Mae ~ www.elliemae.com

## **Disclosure Notices**

Borrower(s):	Property Address:
BOHOWER(S).	i Topolity Addicas.
( ) Occupancy Statement	
This is to certify that I/we intend to occupy the subject prope	rty as my/our primary residence. I/We hereby certify under penalty of U.S. omitted for the purpose of obtaining mortgage insurance under the National
Fair Credit Reporting Act	
will be furnished to you upon written request made within a reasonable p	eeking credit in this application. The nature and scope of any investigation eriod of time. In the event of denied credit due to an unfavorable consumer ency making such report and of right to request within sixty (60) days the the Fair Credit Reporting Act.
Equal Credit Opportunity Act	
sex, marital status, age (provided that the applicant has the capacity to derives from any public assistance program; or because the applicant hact. Income which you receive as alimony, child support, or separate many on such sources to qualify for the loan. Income from these and other sources	against credit applicants on the basis of race, color, religion, national origin, enter into a binding contract); because all or part of the applicant's income as in good faith exercised any right under the Consumer Credit Protection intenance need not be disclosed to this creditor unless you choose to rely urces, including part-time or temporary employment, will not be discounted asider very carefully the stability and probable continuity of any income you law concerning this creditor is:
( ) Right to Financial Privacy Act	
of a VA Loan) or Department of Housing and Urban Development (in th financial institutions in connection with the consideration or administration	Financial Privacy Act of 1978 that the Veterans Administration (in the case e case of an FHA Loan) has a right of access to financial records held by of assistance to me/us. Financial records involving my/our transactions will se of an FHA Loan) without further notice or authorization but will not be ut my/our consent, except as required or permitted by law.
( ) Information Disclosure Authorization	
I/We hereby authorize you to release to  ( ) Employment History, dates, title(s), income, hours worked, etc.  ( ) Banking (checking & savings) account of record  ( ) Mortgage loan rating, (opening date, high credit, payment amount, load of the information deemed necessary in connection with consumer credits information is for the confidential use of this lender in compiling a mothe equivalent of the original and may be used as a duplicate original.	
( ) Anti-Coercion Statement	
company to protect the mortgaged property. The applicant, subject to the	the applicant to take insurance through any particular insurance agent or e rules adopted by the Insurance Commissioner, has the right to have the ded the company meets the requirements of the lender. The lender has the nd the adequacy of the coverage.
	ssioner relative thereto, and understand my rights and privileges and those e following agencies to write the insurance covering the property described
( ) Flood Insurance Notification	
	ecurity for this loan is located in an area identified by the U.S. Secretary of t in the event of damage to the property caused by flooding in a federally- available for the property.
At the closing you will be asked to acknowledge your receipt of this inform loan officer.	nation. If you have any questions concerning this notice, kindly contact your
<b>Important:</b> Please notify your insurance agent that the "loss payee" claus follows, unless otherwise advised:	se for the mortgagee on both the hazard and flood insurance must read as
( ) Consumer Handbook on Adjustable Rate Mortgages	
I/We hereby acknowledge receipt from Handbook on Adjustable Rate Mortgages" published by the Federal Resaddition to other required adjustable rate mortgage disclosures.	of a copy of the book titled "Consumer serve Board and the Federal Home Loan Bank Board which is provided in
I/We hereby certify that I/we have read the Notices set forth above and fu	lly understand all of the above.
Borrower Date	Borrower Date

Borrower

Date

Date

Borrower

## **USA Patriot Act Information Disclosure Important Information about Application Procedures**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer.

What this means to you: When you apply for a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I/w	ve acknowledge that I/we received a copy of this discl	osure.
		Date
		Date

#### **USA Patriot Act Information Form**

#### Loan Number:

**Required Information** 

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer. When applying for a loan, applicants will be asked for their name, address, date of birth, and other information that will allow lenders to identify them. Applicants will also be asked to show their driver's license or other identifying documents.

THE FOLLOWING CUSTOMER INFORMATION MUST BE OBTAINED TO BE IN COMPLANCE WITH THE USA PATRIOT ACT THIS INFORMATION MUST BE RETAINED FOR FIVE YEARS AFTER THE ACCOUNT IS CLOSED.

Borrower Name:					
Co-Borrower Name:					
Borrower Date of Birth:					
Co-Borrower Date of Birth:					-
Borrower <b>Current</b> Physical Addres	ss:				
Co-Borrower Current Physical Ad					_
Parrower Social Security Number:					
Borrower Social Security Number: Co-Borrower Social Security Number					
Method of Identification for (1) Driver's License: State:				•	
				Exp. Date:	
				Exp. Date:	
				Exp. Date:	
				Exp. Date:	
(6) Immigration Card: Country: _					
(7) Gov't ID (Visa): #:			Exp. Date:	Gov't Branch:	
(8) Other Document:			Issue Date:	Exp. Date:	
Method of Identification fo	r Co-Borrower (O	nly One f	orm of Verificatio	n is required)	
(1) Driver's License: State:	DL #:		Issue Date:	Exp. Date:	
(2) Passport: #:	Country:		Issue Date:	Exp. Date:	
(3) Military ID: Country:					
(4) State ID: #:					
(5) Green Card: Country:		#:_		Exp. Date:	
(6) Immigration Card: Country: _		#:_		Exp. Date:	
(7) Gov't ID (Visa): #:			Exp. Date:	Gov't Branch:	
(8) Other Document:			Issue Date:	Exp. Date:	
Resolution of Any Discrep	ancy				
Completed By:			Date:		

Patriot Act Information Form 01/04  $\sim$  Encompass  $^{\text{TM}}$  from Ellie Mae  $\sim$  www.elliemae.com