

Borrower’s Oath

(For Residential Housing but not Section 232 Projects)

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

OMB Approval No. 0000-0000
(Exp. 00/00/00)

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Date _____

Project No. _____

~~To HUD:~~

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

(The definition of any capitalized term or word used herein can be found in this Borrower’s Oath, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Security Instrument.)

In accordance with the stated intent of Congress, HUD’s regulations implementing the National Housing Act, and the Regulatory Agreement between Borrower and HUD, the undersigned hereby certifies that so long as the Loan made pursuant to the Security Instrument is insured or held by HUD:

(1) That, to carry out the intent of Section 513 of the National Housing Act, as amended, no part of the Mortgaged Property will be rented for a period of less than thirty days or used for transient or hotel purposes, and said Mortgaged Property shall be used principally for residential use;

(2) That, to carry out the intent of Section 207(b) of the National Housing Act, as amended, in selecting tenants for the Project there will be no discrimination against any family by reason of the fact that there are children in the family, unless the HUD Regulatory Agreement covering the Project provides that the Project is intended primarily for occupancy by elderly persons; ~~and~~

(3) That the Mortgaged Property will not be sold while the Loan insurance is in effect or the Security Instrument is held by HUD unless the purchaser files with HUD a like certification executed by such purchaser under oath; ~~;~~

(4) Borrower has not and will not enter into any agreement with any party other than Lender in conjunction with the Loan transaction that allows for perfection of any portion of the UCC Collateral through control under the UCC; ~~;~~

(5) {INSERT FOR LOANS INVOLVING CONSTRUCTION OR REHABILITATION} That to Borrower’s knowledge, there are no proposed change(s) of law, ordinance, or governmental regulation (proposed in a formal manner by elected or

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appointed officials) that, if enacted or promulgated after the commencement of construction/rehabilitation, would require a modification to the Project, and/or prevent the Project from being completed in accordance with the ~~plans~~Drawings and ~~specifications~~Specifications dated _____, executed by Borrower and _____ {insert General Contractor} and referred to in the Construction Contract ~~(Plans and Specifications).~~

BORROWER:

~~By: _____ By:~~

~~Name: _____ Name:~~

~~Title: _____ Title:~~

[An appropriate Principal or Principals must execute this Oath before a notary public on behalf of Borrower.]

Each signatory below hereby certifies that each of their statements and representations contained in this Borrower's Oath and all their supporting documentation thereto are true, accurate, and complete. This Borrower's Oath has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Name of Borrower Entity: _____

By (authorized agent): _____ /s/ _____

Printed Name, Title: _____

Dated: _____

{ADD ADDITIONAL LINES AND NOTARY ACKNOWLEDGMENTS IF MORE THAN ONE SIGNATORY}

Warning

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

Notary Acknowledgment for Borrower

NOTE: THE FOREGOING CERTIFICATION MUST BE GIVEN UNDER OATH IN ACCORDANCE WITH STATE LAW REQUIREMENTS FOR TAKING AN OATH.

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Notary Acknowledgment for Borrower

County of _____)
)ss.
State of _____)

Personally appeared before me this _____ day of _____,
20_____, _____,
_____ who, after being duly sworn, says that he/she is
the _____ of
_____, a _____
organized and existing under the laws of the State of _____ and that
he/she has authority to execute under oath and has so executed the above certification
for and on behalf of such _____, and for her/himself.

[SEAL]

Notary Public

My commission expires: _____

Notary Acknowledgment for Additional Principal

County of _____)
)ss.
State of _____)

_____ Personally appeared before me this _____ day of
_____, 20_____, _____ who, after

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