

The following sample documents have been provided to assist with compliance with the Legal Instructions:

1. Assignment of Mortgage
2. Allonge to Note
3. Affidavit of Lost Note
4. Assignment of Security Agreement
5. Assignment of Hazard Insurance Policy
6. Assignment of Performance Bond Dual Obligee
7. Assignment of Building Loan Agreement
8. Indemnification re Lost Note
9. Indemnification re Defect in the Note
10. Indemnification re Mortgage/Deed of Trust
11. Indemnification re Security Agreement
12. Indemnification re UCCs

FHA Project No.

Project Name:

**ASSIGNMENT OF [SUPPLEMENTAL][MORTGAGE][DEED OF TRUST][DEED TO
SECURE DEBT][/SECURITY INSTRUMENT]**

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, organized and existing under the law of _____, hereinafter referred to as "Assignor", for value received, does by these presents, without recourse, representation or warranty, except as hereinafter set forth, grant, bargain, sell, assign, transfer and set over unto the UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND HIS/HER SUCCESSORS AND ASSIGNS, 451 7th Street, SW, Washington, DC, 20410, hereinafter referred to as "Assignee", all right, title and interest in and to that certain:

[Mortgage][Deed of Trust][Deed to Secure Debt][/Security Instrument] and the associated Note dated ____ executed by _____, each being in the original principal sum of ____ and 00/100 Dollars (\$____), which [Mortgage][Deed of Trust][Deed to Secure Debt][/Security Instrument] and associated Note was made payable to ____ and which [Mortgage][Deed of Trust][Deed to Secure Debt][/Security Instrument] was recorded ____ in ____ with the _____, and covering the following property:

[Supplemental [Mortgage][Deed of Trust][Deed to Secure Debt][/Security Instrument] and Supplemental Note dated ____ executed by _____, each being in the original principal sum of ____ and 00/100 Dollars (\$____), which Supplemental [Mortgage][Deed of Trust][Deed to Secure Debt][/Security Instrument] and Supplemental Note was made payable to ____ and which Supplemental [Mortgage][Deed of Trust][Deed to Secure Debt][/Security Instrument] was recorded _____ [date] in _____ [recording reference] with the

_____ [recording office information], and covering the following described property:]

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same unto said UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND HIS/HER SUCCESSORS AND ASSIGNS.

This Assignment is without recourse or warranty, except that the undersigned hereby warrants that no act or omission of the undersigned has impaired the validity or priority of said [Supplemental][Mortgage][Deed of Trust][Deed to Secure Debt][Security Instrument]. The undersigned also warrants that said [Supplemental][Mortgage][Deed of Trust][Deed to Secure Debt][Security Instrument] is prior to all mechanics' and materialmen's liens filed of record subsequent to the recording of such [Supplemental][Mortgage][Deed of Trust][Deed to Secure Debt][Security Instrument] regardless of whether such liens attached prior to such recording date, and prior to all liens and encumbrances which may have attached or defects which may have arisen subsequent to the recording of such [Supplemental][Mortgage][Deed of Trust][Deed to Secure Debt][Security Instrument] (except such liens or other matters as have been approved by the Assignee hereunder). The undersigned also warrants that, as of the execution of this Assignment, the sum of _____ and ___/100 Dollars (\$_____) (insert the unpaid principal balance of the mortgage as of the date of execution of the Assignment), together with the interest accruing at the rate of ___% per annum, as provided in the said Note and [Supplemental][Mortgage][Deed of Trust][Deed to Secure Debt][Security Instrument], is actually due and owing under said Note and [Supplemental][Mortgage][Deed of Trust][Deed to Secure Debt][Security Instrument], that there are no offsets or counterclaims thereto, and that the undersigned has a good right to assign the said Note and [Supplemental][Mortgage][Deed of Trust][Deed to Secure Debt][Security Instrument].

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed in its behalf this _____ day of _____, _____.

ATTEST:

[ASSIGNOR]

By: _____

Name: _____

Title: _____

STATE OF _____

CITY OF _____ : ss

On this ___ day of _____, _____, personally appeared before me, the undersigned Notary, _____, who acknowledged himself to be the _____ of _____, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires:

EXHIBIT A
Legal Description

FHA Project No.

Project Name:

ALLONGE TO NOTE

This Allonge is attached to that certain [Deed of Trust] [Mortgage] Note dated _____ from _____ to _____ in the original principal amount of \$_____ [if applicable, reference any subsequent allonges/amendments/assignments].

For value received, all right, title and interest of the undersigned to the within Note, the unpaid balance of which is \$____[insert the unpaid balance as of the date of assignment], together with the interest thereon, is hereby assigned to the United States Secretary of Housing and Urban Development and his/her successors and assigns, without recourse or warranty except as shown in that certain assignment of even date assigning to said Secretary the [Deed of Trust][Mortgage] securing this Note.

DATE: _____

[LENDER]

By: _____

Name: _____

Title: _____

FHA Project No.

Project Name:

AFFIDAVIT OF LOST NOTE

I, _____ [name], _____ [title],
_____ [division, if applicable], do hereby state that I am a duly authorized
representative of _____ (the "Assignor"), and that I am responsible for the
safekeeping of the type of document described below. Therefore, I make the following affidavit.

1. That a certain Note, [If applicable, reference any subsequent allonges / modifications /
assignments] secured by that certain [Deed of Trust/Mortgage] dated _____, _____,
executed by _____, a _____, in favor of
_____ in the amount of _____
and No/100 Dollars (\$ _____), and recorded _____ [date] in
_____ [recording reference] with the
_____ [recording office information] [if applicable, reference any subsequent
amendments/assignments] has been lost.

2. That the Note was believed to be kept in the care, custody and control of
_____ [Assignor].

4. That the Note was not where such document was assumed to be, and a most diligent search of
all possible places to locate the Note was undertaken, without results.

4. That _____ [Assignor] cannot procure the original
Note.

5. That _____ [Assignor] is the sole owner and holder of the
Note and has not transferred, assigned or conveyed the Note to any person or entity other than the
United States Secretary of the Department of Housing and Urban Development and his/her
successors and assigns (the "Assignee"). In the event that _____
[Assignor] subsequently locates the Note, _____ [Assignor] shall
provide written notice thereof to Assignee and shall deliver and endorse the Note to Assignee in

accordance with written instructions received from Assignee (or such other party designated in writing by Assignee).

6. I, in my capacity as _____ [title] of _____,
[Assignor] sign this Affidavit of Lost Note knowing that the Assignee will rely upon the truth of the statements contained herein.

Signed, sealed and
delivered in the
presence of:

[Assignor]

Name

Title

Division, if applicable

STATE OF _____

CITY OF _____ : ss

Before me, _____, a Notary Public in and for said State, on this _____ day of _____, _____, personally appeared _____, who is personally well known to me and known to me to be the duly appointed _____, _____, and the person who executed the foregoing instrument, by virtue of the authority vested in him pursuant to _____, and I having first made known to him the content thereof, he did acknowledge the signing thereof to be his free and voluntary act and deed as _____, _____, for and on behalf of _____, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this _____ day of _____, _____.

(SEAL)

Notary Public

My Commission Expires:

FHA Project No.

Project Name:

ASSIGNMENT OF [SECURITY AGREEMENT] [CHATTEL MORTGAGE]

FOR VALUE RECEIVED, _____,
a _____ (the "Assignor"), does hereby grant, bargain, sell, convey and
assign to the UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT
and his/her successors and assigns (the "Assignee"), all of Assignor's right, title and interest in and
to the [Security Agreement] [Chattel Mortgage] dated _____ executed by and
between _____, a _____, as Debtor, and
_____, as Secured Party, [if recorded insert recorded _____
[date] in _____ [recording reference] with the
_____ [recording office information]] [if applicable, reference
any subsequent amendments/assignments] and that the Assignor hereby warrants that no act or
omission of the Assignor has impaired the validity or priority of the first lien created by said
[Security Agreement] [Chattel Mortgage], except for such other liens or encumbrances as may be
approved by the Assignee, and that Assignor has a good right to assign said [Security Agreement]
[Chattel Mortgage].

IN WITNESS WHEREOF, _____ [Assignor] has caused this
Assignment of [Security Agreement] [Chattel Mortgage] to be duly executed on _____,
_____.

ATTEST:

[ASSIGNOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FHA Project No.

Project Name:

ASSIGNMENT OF HAZARD INSURANCE POLICY

The interest of _____, as Mortgagee under Policy Number _____ issued by _____ on behalf of _____ is hereby assigned to the United States Secretary of Housing and Urban Development and his/her successors and assigns.

Date: _____

By: _____

Name: _____

Title: _____

FHA Project No.

Project Name:

ASSIGNMENT OF PERFORMANCE BOND-DUAL OBLIGEE

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ organized and existing under the laws of the State of _____, hereinafter referred to as "Assignor", for value received, does by these presents, without recourse, representation or warranty, except as hereinafter set forth, grant, bargain, sell, assign, transfer and set over to the UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND HIS/HER SUCCESSORS AND ASSIGNS hereinafter referred to as "Assignee", all Assignor's right, title and interest in and to that certain Performance Bond-Dual Obligee, hereinafter referred to as "Bond", dated _____, ____ executed by and between _____ and _____ and recorded _____ [date] in _____ [recording reference] with the _____ [recording office information].

TO HAVE AND TO HOLD the same unto said UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND HIS/HER SUCCESSORS AND ASSIGNS.

This Assignment is without recourse or warranty, except that the undersigned hereby warrants that no act or omission of the undersigned has impaired the validity of said Bond and rights assigned herein and that Assignor has a good right to assign said Bond.

IN WITNESS WHEREOF, _____, pursuant to a resolution of its _____, has caused this instrument to be executed in its behalf by its _____ [and its corporate seal to be attached], attested by its _____, as of the _____ day of _____, _____.

[ASSIGNOR]

By: _____

Name: _____

Title: _____

STATE OF _____

CITY OF _____ : ss

Before me, _____, a Notary Public in and for said State, on this _____ day of _____, _____, personally appeared _____, who is personally well known to me and known to me to be the duly appointed _____, _____, and the person who executed the foregoing instrument, by virtue of the authority vested in him pursuant to _____, and I having first made known to him the content thereof, he did acknowledge the signing thereof to be his free and voluntary act and deed as _____, _____, for and on behalf of _____, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this _____ day of _____, _____.

(SEAL)

Notary Public

My Commission Expires:

FHA Project No.

Project Name:

ASSIGNMENT OF BUILDING LOAN AGREEMENT

FOR VALUE RECEIVED, _____, called Assignor, does hereby grant, bargain, sell, convey and assign to the UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT AND HIS/HER SUCCESSORS AND ASSIGNS, called Assignee, all Assignor's right, title and interest in and to the Building Loan Agreement dated _____ by and between _____, a _____, as Debtor, and _____, as Secured Party, without representation, warranty or recourse, except that Assignor hereby warrants that no act or omission of the Assignor has impaired the validity or priority of the Building Loan Agreement and rights assigned herein and that Assignor has a good right to assign said Building Loan Agreement.

IN WITNESS WHEREOF, _____ has caused this instrument to be executed by _____, _____, this ____ day of _____, _____.

ATTEST:

[ASSIGNOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FHA Project No.

Project Name:

INDEMNIFICATION AGREEMENT

[LOST NOTE]

THIS INDEMNIFICATION made this ____ day of _____, _____, given by _____ (hereinafter referred to as "Indemnitor") to the United States Secretary of Housing and Urban Development and his/her successors and assigns (hereinafter referred to as "Indemnitee"), in exchange for the payment of mortgage insurance benefits; and

WITNESSETH:

WHEREAS, by Assignment of [Deed of Trust] [Mortgage] dated _____, _____, and recorded _____ [date] in _____ [recording reference] with the _____ [recording office information] (the "Assignment"), Indemnitor assigned that certain [Deed of Trust] [Mortgage] on the captioned property, both real and personal, located at [Street Address of Property] (hereinafter referred to as the "Project"), to Indemnitee in exchange for the payment of mortgage insurance benefits; and

WHEREAS, the Indemnitor is unable to deliver the original [Deed of Trust] [Mortgage] Note in the original principal amount of \$_____ dated _____ from _____ in favor of _____, [if applicable, reference any subsequent allonges/amendments/modifications] which original [Deed of Trust] [Mortgage] Note has been mislaid or lost; and

WHEREAS, Indemnitor endorsed the [Deed of Trust] [Mortgage] Note to Indemnitee; and
NOW, THEREFORE, in order to induce the Indemnitee to make full and final settlement of Indemnitor's claim for insurance benefits, and in consideration of the balance of the insurance benefits remaining unpaid on this claim, Indemnitor agrees to indemnify and hold harmless the Indemnitee against any loss, costs or charges whatsoever, including attorney's fees, which may be sustained by Indemnitee as a result of the aforesaid lost original Note.

WITNESS/ATTEST:

[INDEMNITOR]

By: _____

Name: _____

Title: _____

STATE OF _____)

CITY OF _____)

On _____, _____, before me, _____, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that the person executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

My Commission Expires: _____

FHA Project No.

Project Name:

INDEMNIFICATION AGREEMENT

[DEFECT IN THE NOTE]

THIS INDEMNIFICATION made this ____ day of _____, _____, given by _____ (hereinafter referred to as "Indemnitor") to the United States Secretary of Housing and Urban Development and his/her successors and assigns (hereinafter referred to as "Indemnitee"), in exchange for the payment of mortgage insurance benefits; and

WITNESSETH:

WHEREAS, by Assignment of [Deed of Trust] [Mortgage] dated _____, _____, and recorded _____ [date] in _____ [recording reference] with the _____ [recording office information], Indemnitor assigned a [Deed of Trust] [Mortgage] and [Deed of Trust] [Mortgage] Note dated _____, on the captioned property, both real and personal, located at [Street Address, City/County, State of Property] (hereinafter referred to as the "Project"), to Indemnitee in exchange for the payment of mortgage insurance benefits; and

[Alternative A. Use the following clause if there is a defect in the endorsed the note to Indemnitee. Delete if not applicable.]

[WHEREAS, Indemnitor endorsed the [Deed of Trust] [Mortgage] Note to Indemnitee. However, [Insert the nature of the defect in the endorsed Note.]

[Alternative B. Use the following clauses if there is a defect related to an interim endorsement/allonge to the note. Delete if not applicable.]

[WHEREAS, the [Deed of Trust] [Mortgage] Note assigned to Indemnitee was previously endorsed by _____ to _____ on _____ [Date]. However, that endorsement from _____ to Indemnitor did not contain the designation "as Trustee" or [Insert nature of other defect.]

NOW, THEREFORE, in order to induce Indemnitee to make full and final settlement of Indemnitor's claim for insurance benefits, and in consideration of the balance of the insurance benefits remaining unpaid on this claim, Indemnitor agrees to indemnify and hold harmless

Indemnitee against any loss, costs or charges whatsoever, including attorney's fees, which may be sustained by Indemnitee as a result of the defect noted above.

WITNESS/ATTEST:

[Indemnitor]

By: _____

Name: _____

Title: _____

STATE OF _____)

CITY OF _____)

On _____, _____, before me, _____, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that person executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

My Commission Expires: _____

FHA Project No.

Project Name:

INDEMNIFICATION AGREEMENT
[DISCREPANCY WITH PROPERTY LEGAL DESCRIPTION
IN MORTGAGE/DEED OF TRUST]

THIS INDEMNIFICATION made this ____ day of _____, _____, given by _____ (hereinafter referred to as "Indemnitor") to the United States Secretary of Housing and Urban Development and his/her successors and assigns (hereinafter referred to as "the Secretary"), in exchange for the payment of mortgage insurance benefits;

WITNESSETH:

WHEREAS, by Assignment of [Deed of Trust] [Mortgage] dated _____, _____, and recorded _____ [date] in _____ [recording reference] with the _____ [recording office information] (the "Assignment"), Indemnitor assigned that certain [Deed of Trust] [Mortgage] dated _____, on the captioned property, both real and personal, located at [Street Address, City/County, State of Property] (hereinafter referred to as the "Project"), to the Secretary in exchange for the payment of mortgage insurance benefits; and

WHEREAS, the legal description attached to the Assignment to the Secretary was incorrect;

[Alternative A. Use the following clauses if the legal description was modified by a modification agreement. Delete if not applicable.]

[WHEREAS, the legal description of the real property secured by the [Deed of Trust] [Mortgage] was modified by [describe document modifying legal description] (the "Modification Agreement"); and]

[WHEREAS, Indemnitor delivered to the Secretary the original [Deed of Trust] [Mortgage] [and the Modification Agreement]; however, the legal description attached to the Assignment to the Secretary did not contain the modified legal description and was therefore inaccurate]; and

[Alternative B. Use the following clause to describe and include interim assignments, if applicable, and the entire chain of assignment from initial error to current assignment. Delete if not applicable.]

[WHEREAS, there was an interim assignment of [Deed of Trust] [Mortgage] dated _____, _____, executed by and between _____ [Prior FHA Mortgagee] and _____ and recorded _____ [date] in _____ [recording reference] with the _____ [recording office information] (the "Interim Assignment"). However, the legal description attached to the Interim Assignment and the Assignment was incorrect.]; and

[Alternative C. Use the following clauses if the project's legal description was modified by a Modification Agreement. Delete if not applicable.]

[WHEREAS, the legal description of the real property secured by the [Deed of Trust] [Mortgage] was modified on _____ [Date] by [describe document modifying legal description] (the "Modification Agreement"); and

[WHEREAS, Indemnitor delivered the Secretary the original [Deed of Trust] [Mortgage] [and the Modification Agreement]; however, the legal description attached to the Assignment to the Secretary did not contain the modified legal description and was therefore inaccurate]; and

NOW, THEREFORE, in order to induce the Secretary to make full and final settlement of the Indemnitor's claim for insurance benefits, and in consideration of the balance of the insurance benefits remaining unpaid on this claim, Indemnitor agrees to indemnify and hold harmless the Secretary against any losses, costs, or charges whatsoever, including attorney's fees, which may be sustained by the Secretary as a result of the aforesaid discrepancies in the legal description.

WITNESS/ATTEST:

[INDEMNITOR]

By: _____

Name: _____

Title: _____

STATE OF _____)

CITY OF _____)

On _____, _____, before me, _____, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

My Commission Expires: _____

FHA Project No.

Project Name:

INDEMNIFICATION AGREEMENT
[MISSING ORIGINAL SECURITY AGREEMENT]

THIS INDEMNIFICATION made this ____ day of _____, ____, given by _____ (hereinafter referred to as "Indemnitor") to the United States Secretary of Housing and Urban Development and his/her successors and assigns (hereinafter referred to as "Indemnitee"), in exchange for the payment of mortgage insurance benefits; and

WITNESSETH: WHEREAS, by Assignment of [Deed of Trust] [Mortgage] dated _____, _____, and recorded _____ [date] in _____ [recording reference] with the _____ [recording office information], Indemnitor assigned a [Deed of Trust] [Mortgage] and [Deed of Trust] [Mortgage] Note dated _____, ____, on the captioned property, both real and personal, located at [Street Address of Property] (hereinafter referred to as the "Project"), to Indemnitee, in exchange for the payment of mortgage insurance benefits; and

WHEREAS, pursuant to the terms of the contract of mortgage insurance between Indemnitor and Indemnitee, payment of the insurance benefits was conditioned upon assignment to Indemnitee of Indemnitor's valid perfected first lien security interest in the Project collateral, [*add if applicable*, except for such other liens or encumbrances as approved by the Indemnitee]; and

[WHEREAS, Indemnitor is unable to deliver to the Indemnitee the original executed/recorded [Security Agreement] [Chattel Mortgage] or a certified copy of the original executed/recorded [Security Agreement] [Chattel Mortgage].]

[WHEREAS, there was an interim assignment of [Security Agreement] dated _____, _____, executed by and between _____ and _____ and recorded _____ [date] in _____ [recording reference] with the _____ [recording office information] (the "Interim Assignment"); and

WHEREAS, Indemnitor is unable to deliver to the Indemnitee the original executed/recorded Interim Assignment or a certified copy of the original executed/recorded Interim Assignment.]

NOW, THEREFORE, in order to induce the Indemnitee to make full and final settlement of the Indemnitor's claim for insurance benefits remaining unpaid on this claim, Indemnitor agrees to indemnify and hold harmless against any losses, costs, or charges whatsoever, including attorney's fees, which may be sustained by as a result of Indemnitor's failure to deliver the aforementioned original document.

WITNESS/ATTEST:

[INDEMNITOR]

By: _____

Name: _____

Title: _____

STATE OF _____)

CITY OF _____)

On _____, _____, before me, _____, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that person executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

My Commission Expires: _____

FHA Project No.

Project Name:

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION made this _____ day of _____, _____, given by _____ (hereinafter referred to as "Indemnitor") to the United States Secretary of Housing and Urban Development and his/her successors and assigns (hereinafter referred to as "Indemnitee"), in exchange for the payment of mortgage insurance benefits; and

WITNESSETH:

WHEREAS, by Assignment of [Deed of Trust] [Mortgage] dated _____, _____, and recorded _____ [date] in _____ [recording reference] with the _____ [recording office information], Indemnitor assigned a [Deed of Trust] [Mortgage] and [Deed of Trust] [Mortgage] Note dated _____, on the captioned property, both real and personal, located at [Street Address of Property] (hereinafter referred to as the "Project"), to the Indemnitee in exchange for the payment of mortgage insurance benefits; and

WHEREAS, pursuant to the terms of the contract of mortgage insurance between Indemnitor and Indemnitee, payment of the insurance benefits was conditioned upon the assignment to Indemnitee of Indemnitor's valid perfected first lien security interest in the Project collateral, either by assignment of existing Uniform Commercial Code (UCC) Financing Statements or by perfection/re-perfection in both the applicable local jurisdiction for fixture filings and in the appropriate Secretary of State office; and

[Alternative A. Use the following clauses if Indemnitor is unable to provide the original or certified copies of one or more UCCs. Delete if not applicable.]

[WHEREAS, Indemnitor is unable to deliver to Indemnitee the original or a certified copy of the following UCC Financing Statements:

[Itemize] - i.e.:

UCC-1 Financing Statement filed _____ as File No. _____, Book _____, Page _____, _____ County, _____

Debtor: _____ Secured Party: _____

UCC-3 (continuation, assignment, amendment) Statement filed _____ as File No. _____, Book _____, Page _____, _____ County, _____

Debtor/Indemnitor: _____

Secured Party/Indemnitee: _____

UCC-1 Financing Statement filed _____ as File No. _____, Book _____, Page _____,
_____ Secretary of State
Debtor: _____
Secured Party: _____

UCC-3 (continuation, assignment, amendment) Statement filed _____ as File No. _____,
Book _____, Page _____, _____ Secretary of State
Debtor/Indemnitor: _____
Secured Party/Indemnitee: _____]; and

[Alternative B. Use the following clauses if any UCC filing has lapsed. Delete if not applicable.]

[WHEREAS, such filings lapsed after five years from the filing of the aforementioned UCC-1's and no UCC-3 continuation statements were filed; and

[Alternative C. Use the following clauses if new UCCs were filed, but not lapsed -- either prior one being assigned to Indemnitee, or new UCC-1 filed naming the United States Secretary of Housing and Urban Development and his/her successors and assigns as his/her interests may appear as Secured Party. List both County and State filings, as applicable. Delete if not applicable.]

[WHEREAS, UCC-1's were filed as follows:

UCC-1 Financing Statement filed _____ as File No. _____, Book _____, Page _____,
_____ County, _____
Debtor: _____ Secured Party: _____

UCC-3 (continuation, assignment, amendment) Statement filed _____ as File No. _____,
Book _____, Page _____, _____ County, _____
Debtor/Indemnitor: _____
Secured Party/Indemnitee: _____

UCC-1 Financing Statement filed _____ as File No. _____, Book _____, Page _____,
_____ Secretary of State
Debtor: _____
Secured Party: _____

UCC-3 (continuation, assignment, amendment) Statement filed _____ as File No. _____,
Book _____, Page _____, _____ Secretary of State
Debtor/Indemnitor: _____
Secured Party/Indemnitee: _____]; and

NOW, THEREFORE, in order to induce Indemnitee to make full and final settlement of Indemnitor's claim for insurance benefits, and in consideration of the balance of the insurance benefits remaining unpaid on this claim, Indemnitor agrees to indemnify and hold harmless Indemnitee against any losses, costs, or charges whatsoever, including attorney's fees, which may be

sustained by Indemnitee as a result of [the aforementioned lapsed filings] or [Indemnitor's failure to deliver the aforementioned documents] [or in connection with the newly filed UCCs] .

WITNESS/ATTEST:

[INDEMNITOR]

By: _____

Name: _____

Title: _____

STATE OF _____)

CITY OF _____)

On _____, _____, before me, _____, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that person executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

My Commission Expires:
