

SECTION 184 INDIAN HOUSING LOAN GUARANTEE PROGRAM

ENDORSEMENT DELIVERY
PACKAGE TRAINING

APRIL 21, 2020

U.S. Department of Housing and Urban Development



Office of Public & Indian Housing



Heidi J. Frechette

Deputy Assistant Secretary
Office of Native American
Programs

U.S. Department of Housing and Urban Development





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Jeffery Glass

Deputy Director
Office of Loan Guarantee



Brian W.W. Cook

Senior Loan Guarantee
Specialist

Office of Loan Guarantee

Training Overview

- What happens when you send the file to the Office of Loan Guarantee.
- Loan Specialist will review for compliance with program guidelines
 - Missing documents slows the process
 - Loan Specialist issues Deficiency Request
 - OR
 - File is complete and Loan Specialist Issues Loan Guarantee Certificate

Expedite the process to issue Loan Guarantee Certificates on quality loan packages.



Office of
Native American
Programs

Office of Public & Indian Housing

RIGHT SIDE OF BINDER

RIGHT SIDE OF BINDER

Lender Submission Contact Sheet

- This can be found on the Section 184 Lender page under “Lender Forms”

OR

- By following this link:

<https://www.hud.gov/sites/dfiles/PIH/documents/LenderSubmissionCoverSheet.pdf>

- Must be included all relevant information

Lender Submission Contact Sheet

(to be submitted with ALL Firm Commitment submissions and ALL LG Cert submissions)

Lender Info

Lender Name: _____

Submitter's Name: _____

Submitter's Phone #: _____

Submitter's Email: _____

Submitter's Fax #: _____

Fax # for Firm Commitments (if different): _____

Borrower Info

Section 184 Case #: _____

Section 184 Cohort # (if applicable): _____

Borrower Name: _____

Co-borrower Name: _____

Tribal Affiliation: _____

Type of Submission (CIRCLE): Firm Commitment OR Loan Guarantee

Type of Land (CIRCLE): Fee Simple OR Tribal Trust OR Allotted

RIGHT SIDE OF BINDER

TRIBAL IDENTIFICATION

- Tribal enrollment identification Card (MUST be a clear copy)
 - It is the responsibility of the lender to confirm the tribe is a federally recognized tribe.
 - Federal Register was updated on January 30, 2020 And can be found at the following link.
<https://www.govinfo.gov/content/pkg/FR-2020-01-30/pdf/2020-01707.pdf>
 - Lender must confirm the borrower is enrolled and not accept a blood quantum letter
 - CDIB cards are acceptable if it includes the enrollment number
 - If the card is close to being expired when case number issued it is the lenders responsibility to update the enrollment card for endorsement.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
EASTERN OKLAHOMA REGIONAL OFFICE
Certificate of Degree of Indian Blood

This is to certify that _____
born _____ is _____ degree Indian blood
of the _____ Tribe.

Date _____ Issuing Officer *Lela T. Luman*

No Enrollment Number



Office of
Native American
Programs

Office of Public & Indian Housing

Puyallup Tribe of Indians

Tribal Member
3009 E. Portland Ave.
Tacoma, WA 98404

EYES: BRN HT: 010"
HAIR: BRN WT: 000
SEX: M

Photo Located Here

DOB: 01-01-1986

Expires: 01-01-12

Tribal Member

Watch for Expired Dates

Nooksack Indian Tribe
Membership Identification

John D. Doe

12345 Any Street
Any Town, WA 00000

1/1/1900
Enrollment Date

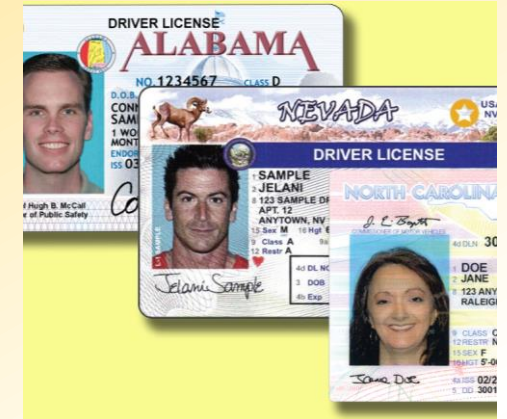
0000
Enrollment Number

DOB: 1/1/1900
SEX: M
HT: 82
WT: 210
EYES: Brown
HAIR: Brown

John D Doe
Enrolled Member

4/24/2019
EXPIRES

RIGHT SIDE OF BINDER



US Government Photo Identification (driver's license/passport etc.)

- Must be a clear copy
- Must not be expired



RIGHT SIDE OF BINDER

Social Security Number Verification Documentations

Examples of documentation includes

- Printed pay stub
- W-2
- 1099
- Social Security card
- Third party verification
- You could use a signed 4506T
- Tax Identification Number (TIN) for non-profit borrowers
- Etc.



RIGHT SIDE OF BINDER

Proof of Loan Guarantee Payment

- Lender is responsible to supply the receipt of the 1.5% Guarantee Fee.
- If the payment is not received within 15 days of closing date. Lender must supply the receipt of the 4% late fee.
- If you need assistance on how to make the payments, you can reference the training located at the following URL.

<https://www.hud.gov/sites/documents/ONAPPAYGOVINSTRUCANNUALFEE.PDF>

RIGHT SIDE OF BINDER

From: notification@pay.gov
Sent: Thursday, March 5, 2020 10:14 AM
To: [REDACTED]
Subject: Pay.gov Payment Confirmation: Native American Loan Guarantee Fee (LGF)



An official email of the United States government



Your payment has been submitted to the designated government agency through Pay.gov and the details are below. Please note that this is just a confirmation of transaction submission. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

You will receive a reminder email several days before the payment is processed. If you wish to cancel this transaction, sign in to your account at <https://www.pay.gov/> and choose the Pending tab of the Payment Activity page.

Application Name: Native American Loan Guarantee Fee (LGF)
Pay.gov Tracking ID: [REDACTED]
Agency Tracking ID: [REDACTED]

Account Holder Name: [REDACTED]
Transaction Type: ACH Debit
Transaction Amount: \$4,021.87
Payment Date: 03/06/2020

Account Type: Business Checking
Routing Number: [REDACTED]
Account Number: *****[REDACTED]

Transaction Date: 03/05/2020 11:14:12 AM EST
Total Payments Scheduled: 1
Frequency: OneTime

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

RIGHT SIDE OF BINDER

Case Number Request Form [HUD-50131](#)

- Located on Section 184 lender site

<https://www.hud.gov/sites/documents/HUDForm50131.pdf>

- Followed by the Case Number confirmation issued by the Office of Loan Guarantee.

RIGHT SIDE OF BINDER

HUD Office of Native American Programs: Section 184 Loan Guarantee Program Case Number Request Form

All case requests must be ELECTRONICALLY COMPLETED & EMAILED to Section184@Hud.gov

1. Lender Name: TIN# (No Dashes):
2. Lender Contact Name: Email:
3. Lender Telephone: Lender Fax:
4. Lender Sponsor (if applicable):
5. Please Indicate Purpose of Loan (select one):

Refinance:	Acquisition:	Construction:
<input type="checkbox"/> Streamline with Appraisal	<input type="checkbox"/> Acquisition of Existing	<input type="checkbox"/> Single Close Proposed
<input type="checkbox"/> Streamline without Appraisal	<input type="checkbox"/> Acquisition/Rehab of Existing	
<input type="checkbox"/> New-Less than 1 Year	<input type="checkbox"/> Acquisition-Less than 1 Year	
<input type="checkbox"/> Credit Qualifying with Cash Out		
<input type="checkbox"/> Credit Qualifying with no Cash		
<input type="checkbox"/> Credit Qualifying with Escrow		
6. Prior Case Number REQUIRED for Streamline Refinances:
7. Please Select One:
☐ Direct Guarantee Underwritten ☐ HUD Underwritten
8. Borrower: First Name: M.I.: Last Name:
9. Borrower: Tribal Affiliation:
10. Co-Borrower Name & Tribe:
- ☐ Documentation from borrower(s) that evidences current enrollment with a federally recognized tribe or Alaskan Native Corp
11. Property Street Address:
City: County: State: Zip Code:
12. Proposed Mortgage Amount: \$ Loan Term (months): Number of Units:
13. Please Select Land Status of Property:
☐ Fee Simple (If entire State Approved, No Land Status Form Required)
☐ Tribal Trust
☐ Allotted or Individual
(For Tribal Trust/Allotted land only) BIA Reservation # BIA Track #
Name of Tribe with Land Jurisdiction:
- ☐ Condominium FHA Condo ID #: Submission #:
Condominium Name:

HUD Office of Native American Programs: Section 184 Loan Guarantee Program

Send Endorsement Package to:

Washington, DC
ANDRIKA WAGSTAFF
451 7th St SW Room 5143
Washington DC 20410-0001
Andrika.M.Wagstaff@hud.gov

If this file switches to HUD underwriting, send underwriting package to:

Washington, DC
ANDRIKA WAGSTAFF
451 7th St SW Room 5143
Washington DC 20410-0001
Phone: 202-402-2506
Andrika.M.Wagstaff@hud.gov

1. Lender Name:
2. Lender Contact Name: Loan Processor
3. Lender Telephone: Lender Fax:
4. Lender Email Address: generic@underwriter.com
5. Purpose of Loan: Credit Qualifying w/ Cash Out
6. Underwriting Type: Direct Guarantee (DG)
7. Borrower Name & Tribal Affiliation: SEALASKA NATIVE CORPORATION
8. Co-Borrower Name & Tribal Affiliation: No Tribal Affiliation
9. Property Street Address:
City: Seattle State: WA ZIP Code: 98133-7107
10. Proposed Mortgage Amount: \$185,592
11. Property Rights: Fee Simple

Case Number: 531-102529

Issued on: 03/23/2020

All case requests should be faxed to 202-401-2475 or emailed to
Section184@Hud.gov

Rev. 9/30/2010

U.S.

Department
of Housing
and Urban
Development



Office of Public & Indian Housing

RIGHT SIDE OF BINDER

Reservation of Funds Issuance Form HUD-50143

- Located on Section 184 lender site

<https://www.hud.gov/sites/documents/HUDForm50143.pdf>

- Followed by the Reservation of Funds confirmation issued by the Office of Loan Guarantee.
 - The form must be signed by the Underwriter
 - If this is a Test Case file, the Supervising Underwriter must sign as well.

RIGHT SIDE OF BINDER



OMB Approval No. 2577-0200
(Exp. 08/31/2017)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
451 7TH Street SW
WASHINGTON, DC 20410

Section 184 Direct Guarantee Reservation of Funds Request

All requests must be ELECTRONICALLY COMPLETED & EMAILED to Section184@Hud.gov

Section 184 Case Number:		
Originating Lender Name:		
Sponsor Name (if applicable):		
DG Underwriter Name:	Email:	
Borrower Name:	Tribal Affiliation:	
Co-Borrower Name/Tribe:		
Property Address:		
City:	State:	Zip Code:

Loan Purpose:		Sales Price or Acquisition Cost:	
Land Type:		Remaining Economic Life (Years):	
Effective Appraisal Date:		Appraised Value:	
Mortgage Amount without LG Fee:		Mortgage Amount with LG Fee:	
Mortgage Hazard /Flood Insurance:		Mortgage Real Estate Taxes:	
Term (Years):		Monthly Other:	
Interest Rate:		Monthly Premium Payment:	
BIA Reservation Code:		BIA Tract No.:	
Reservation of Funds Amount Requested:			

SECTION 184 LOAN GUARANTEE RESERVATION OF FUNDS FORM U. S. Department of Housing and Urban Development Office of Native American Programs

Section 184 Case Number: 631-100340 Firm Commitment: 03/23/2020
INST Reference Number: Expiration Date: 05/23/2020
HUD Commitment Date: 03/23/2020

Originator: [REDACTED]
Borrower: [REDACTED] Choctaw Nation
Property: [REDACTED] Las Vegas, NV 89145-4806
Loan Purpose: Refinance - Credit Qualifying w/o Cash Out
Land Type: Fee Simple

Commitment Terms

Value of Property:	\$370,000	Firm Commitment Amount:	\$319,217
Mortgage w/out Loan Guarantee:	\$314,000	Term of Loan:	360
Interest Rate	3.500%	Cohort Number:	2020-001214
Taxes:	\$180.06	Monthly Premium:	\$64.95
Hazard & Flood:	\$87.92	Upfront Premium Rate:	1.5%
Other:	\$0.00	Annual Premium Rate:	0.25%

xx Approved by Office of Loan Guarantee, Washington, DC Program Office of Native American Programs, U.S. Department of Housing and Urban Development

KRISA M. JOHNSON



RIGHT SIDE OF BINDER



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
451 7th Street SW, Suite 4108
Washington DC, 20410

OFFICE OF PUBLIC AND INDIAN HOUSING
OFFICE OF NATIVE AMERICAN PROGRAMS

November 6, 2019

TO: All Approved Direct Guarantee Underwriters

SUBJECT: Changes in Loan Amounts After a Reservation of Funds is Issued

FROM: Mark W. O'Connell Deputy Director Office Loan Guarantee

The purpose of this letter is to clarify Section 184 Underwriting and Processing policies in response to recently asked questions from Underwriters.

Processing Requirements for Changes in Loan Amounts After a Reservation of Funds is Issued.

Underwriters are asked to submit a request for Reservation of Funds form for processing to the program's email address when final underwriting is completed *immediately following acceptance of the Final CD*. Our office is and will remain on a 24 hour turn around.

There are times when changes to the final loan amounts must be adjusted after a reservation is issued. In an earlier email to Direct Guarantee (DG) Underwriters, the program eliminated the ability to manually make the changes without resubmitting for a re-issue of the reservation. When re-issue is needed, underwriters were asked to provide an email heading of "Rush, Reservation Change Needed". The program's commitment to you was to prioritize change processing of this nature so as not to negatively impact loan closing.

We realize that due to staff transition, inability to identify your rush transactions, missing notification and higher than normal volume since reopening for the new Fiscal Year, processes have not worked as planned. We are now asking you to reinstitute that practice for changes. We also would ask that you assist us in reducing the need to process several transactions for a single case number by only submitting your reservation forms as requested. Our commitment to you is to process your initial request in 24 hours (except in times of unusual volume) and assign priority processing to all change request. Underwriters are also asked to submit reservation and case number requests to the assigned mailbox, rather than to individual email addresses. The exception for this is tribal loans assigned to a designated underwriter under the test case model. This will allow us to effectively track processing time.

We thank you in advance for your support as we work to better meet your needs and improve our efficiency. As always, we appreciate all you do to make the Section 184 Program such a valuable resource for tribes and tribal members.

www.hud.gov

espanol.hud.gov



Office of Public & Indian Housing

RIGHT SIDE OF BINDER

Mortgage Credit Analysis Worksheet (MCAW) Form HUD-50132

Located on Section 184 lender site

<https://www.hud.gov/sites/documents/Section184Form50132.xlsx>

Instruction on completing the MCAW is located on lender site

https://www.hud.gov/sites/documents/sec184mcawdirectionsv4_1.doc

RIGHT SIDE OF BINDER

Mortgage Credit Analysis Worksheet		U.S. Department of Housing and Urban Development		OMB Approval No. 2577-0200 (exp. 8/31/2017)	
Native American Loan Guarantee Program			Acquisition of Property		
Section 184 Case Number		Attended Homebuyer Education (yes or no)		Type of Construction (mark with X)	
				a. Existing Construction	
				b. Proposed New Construction	
1a. Borrower's Name	2a. Social Security # XXX-XX-	3a. Date of Birth	4. Marital Status (mark with X)		
1b. Co-borrower's Name	2b. Social Security # XXX-XX-	3b. Date of Birth	a. Married		
			b. Separated		
			c. Unmarried		
5. Mortgage without LG Fee	6a. Total LG Fee (1.5% of mortgage)	6b. Mortgage w/LG Fee	7. Loan Closing Costs		
\$0.00	\$0.00	\$0.00	a. Total Closing Costs \$0.00		
			b. Less paid by Seller \$0.00		
8. Current housing expense	9. Loan Term (years) 0	10. Interest rate (%) 0.000%	c. Borrower's Closing Cost \$0.00		
11. First-time homebuyer (yes or no)		12. Appraised Value \$0.00		13. Section 184 Mortgage Limit	
14. Settlement Requirements/ Mortgage Calculations			16. Debts and Obligations		Monthly Payment
a. Contract Sales Price or Construction Cost			a. Total installment debt		Unpaid Balance
b. Repairs and Improvements			b. Child support, etc.		
c. Sales Concession (subtract this amount)			c. Other		
d. Acquisition costs (sum of lines 14a + b - c)			d. Total monthly payments		
e. Secondary Financing Amount			17. Future monthly payments		
f. Multiply Acquisition cost (line 14d) by 0.9775 if greater than \$50,000 0.9875 if \$50,000 or less			a. Principal & Interest - 1st mortgage		
g. Max Mortgage w/out LG Fee (lowest of 13,14f, or 18b)			b. Homeowner's Association Fee		
h. Mortgage Amount (w/out LG Fee NOT To Exceed 14g)			c. Ground rent/lease payment		
i. Required investment (line 14d - line 14g + line 7c)			d. Principal & Interest - 2nd mortgage		
j. Discounts			e. Hazard and Flood insurance		
k. Prepayable expenses			f. Taxes & special assessments		
l. LG Fee paid in cash (Add LG Fee cents)			g. Monthly premium payment		
m. Non-realty / other items (explain below)			h. Total mortgage payments		
n. Total requirements (sum of line 14i thru line 14m)			i. Recurring expenses (from line 16d)		
o. Amount paid in cash or other (explain)			j. Total fixed payments		
p. Amount to be paid in cash or other (explain)			18. Ratios / Residual Income		
q. Assets available			a. Loan-to-Value (14h ÷ (lesser of 12 OR 14d)		
r. 2nd mortgage proceeds (if applicable)			b. Value (line 12) x 0.9775 if > \$50,000 or (line 12) x 0.9875 if ≤ \$50,000		
15. Monthly Effective Income			c. Total Fixed DTI Ratio (line 17j /15f)		
a. Borrower's base pay			d. CLTV (14e + 14h) ÷ (lesser of 12 OR 14d)		
b. Borrower's other earnings (explain)			19. Contract Sales Price of Property		
c. Co-borrower's base pay			a. 6% of line 19		
d. Co-borrower's other earnings (explain)			b. Total Seller Contribution		
e. Net income from real estate			20. Down Payment Assistance		
f. Gross monthly income (sum of line 15a thru 15e)			21. Source of Down Payment		
Comments: (attach additional paper if needed)			22. Total Amount of Gifts		
			23. Borrower's CAIVR #		
			24. Co-borrower's CAIVR #		
			25. Clear LDP / GSA (Y / N)?		
			#DIV/0!		
reby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate					
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C.)					
Final Application decision	Underwriter's Signature	Date	HUD Representatives Signature		Date
Approved					
Rejected					

RIGHT SIDE OF BINDER

Accompanying Forms for the MCAW

- Single Close Maximum Worksheet
 - Need to be included on REHAB and Construction loans.
- Net Tangible Benefit Worksheet
 - Needs to be included on all Streamline Refinances

RIGHT SIDE OF BINDER

Section 184 Loan Guarantee Program

Section 184 Case #:		184 Maximum Mortgage Worksheet for Rehabilitation and Single Close Loans
Lender:		
Borrower(s):		
Property Address:		

ALLOWABLE COSTS FOR REHABILITATION OR SINGLE CLOSE LOANS

1. Total Costs of Repair or Construction Costs (from Specification of Repair or Contractor write-up)	Land Value or Cost:	\$0.00
	Purchase Price For Manufactured or Modular Home:	\$0.00
	Manufactured or Modular Home Construction Costs:	\$0.00
	Site Built Home Construction Costs:	\$0.00
2. Contingency Reserve on Construction Costs (10%)		\$0.00
3. Contingency Reserve on Site Work for Manufactured Construction (10%)		\$0.00
4. Inspection Fees :	0 # of Fees X \$0.00 \$ per inspection =	\$0.00
5. Title Update Fees :	0 # of Fees X \$0.00 \$ per draw =	\$0.00
6. Mortgage Payment Escrowed:	0 # of Months X \$0.00 \$ per monthly payment =	\$0.00
7. SUBTOTAL for Rehabilitation or Construction Escrow Account (Total of 1 - 5)		\$0.00
8. Less: Balance Remaining for LAND purchase:		\$0.00
9. Less: Minimum of 10% Deposit for Manufactured Home purchase:		\$0.00
10. Less: Architectural and Engineering Fees:		\$0.00
11. SUBTOTAL for release at closing (Total of 7 - 10)		\$0.00
12. Total Land Equity: Land Value/Cost(line 1) - Balance Remaining for Land purchase (line 8)		\$0.00

Comments: Use this space to explain any details of the construction costs that the Underwriter should be aware of.

Note: These figures will need to transfer to the Acquisition MCAW in the appropriate fields.

Field	MCAW Line	Field	MCAW Line
7	14a.	12	14q.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C)

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Signature of DC/HUD Underwriter

Date

Section 184 Loan Guarantee Program

Borrower 1 Name:		184 Net Tangible Benefit Worksheet for Streamline and Credit Qualifying Rate & Term Refinances
Borrower 2 Name:		
Lender:		
Property Address:		
Property City, State Zip:		

Loan Information

Place X in Box to Left if reduction in term for new loan

	New Loan	Previous Loan
Section 184 Case #:		
Proposed Loan Closing Date:		
First Payment Date:		
Loan Amount:		
Loan Term (years):		
Loan Maturity Date:		
Type of Loan:	Fixed Rate	
Interest Rate:		
Loan - to - Value:		
Monthly Payment (P+I):		
Monthly Savings (Dollars):	0	
Monthly Savings (%):	#DIV/0!	
Closing Costs Paid:		
Months to Benefit:	#DIV/0!	Closing Costs / Monthly Savings

#DIV/0!

Error: Loan Term not Seasoned!

Unable to Refinance this loan!

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C)

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

	(Lender)	date	
	(Borrower)	date	
	(Co-borrower)	date	

Previous editions obsolete

Form HUD-50132 (10/01/14)



Office of Native American Programs
Office of Public & Indian Housing

RIGHT SIDE OF BINDER

Amortization And Annual Fee Schedule

- This is required to be included on every file with a loan to value of >78%
- Must be signed by the all borrowers

RIGHT SIDE OF BINDER

[illegible]

RIGHT SIDE OF BINDER

Promissory Note

This is a certified true and
correct copy of the original

NOTE

February 28, 2020
[Date]

Tulsa,
[City]

Okiahoma
[State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$214,802.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is [REDACTED] I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.625%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on April 1, 2020. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on March 1, 2050, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at [REDACTED] or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$979.61. ✓

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

RIGHT SIDE OF BINDER

Mortgage

Prepared By:



After Recording Return To:



[Space Above This Line For Recording Data]

MORTGAGE



DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated February 28, 2020, together with all Riders to this document.

(B) "Borrower" is [REDACTED], a wife and husband. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is [REDACTED]. Lender is a National Banking Association organized and existing under the laws of The United States of America. Lender's address is [REDACTED]. Lender is the mortgagee under this Security Instrument.

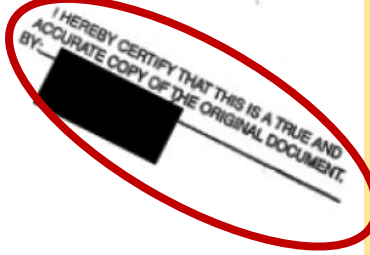
(D) "Note" means the promissory note signed by Borrower and dated February 28, 2020. The Note states that Borrower owes Lender Two Hundred Fourteen Thousand Eight Hundred Two And 00/100 Dollars (U.S. \$214,802.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2050.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☒ Planned Unit Development Rider
☒ Other(s) [specify] RIDER FOR SECTION 184 MORTGAGE FEE SIMPLE PROPERTY ONLY



RIGHT SIDE OF BINDER-Riders

OMB Approval No. 2577-0200
(exp. 2/29/2016)

Section 184 Case#:

RIDER FOR SECTION 184 MORTGAGE FEE SIMPLE PROPERTY ONLY

THIS RIDER FOR SECTION 184 MORTGAGE on FEE SIMPLE PROPERTY ONLY (not Trust or Allotted Land) is made this _____ day of _____ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to _____ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary") any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable.
2. This security instrument may be assumed, subject to credit approval by the Lender/HUD. Assumption shall not cause any adjustment of the interest rate.
3. Any and all foreclosure proceedings pertaining to the Security Instrument and any judgments arising from such proceedings are subject to the provisions of Section 184 of the Housing and Community Development Act of 1992, as amended, or any successor Act, and any regulations promulgated there under, as well as the applicable provisions of the foreclosure laws of the court of competent jurisdiction, if applicable.

STATEMENT OF OCCUPANCY. Borrower(s) will occupy the subject property as a principal residence within sixty (60) days of the Loan closing. In the case of new construction borrower(s) must occupy within 60 days of completion of construction and/or issuance of the certificate of occupancy. Borrower(s) further understand that occupancy is a requirement for the life of the 184 loan and that the home shall not be vacated or converted to rental while encumbered with a 184 mortgage. Borrower(s) further confirm and understand and agree that failure to occupy the property as a principal residence as provided above, shall constitute a default under the terms and conditions of the loan, and upon the occurrence of such default the whole sum of principal and interest shall immediately become due and payable at the option of the holder of the note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for a Section 184 Mortgage for the Fee Simple Property.

Borrower/Date

Borrower/Date

U.S. Department of Housing and Urban Development

Form HUD-50121 (2/14/2013)

OMB Approved No. 2577-0200
Exp. 07/31/2021

RIDER FOR SECTION 184 MORTGAGE – LEASEHOLD

THIS RIDER FOR SECTION 184 MORTGAGE is made this _____ day of _____, 20____ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to _____ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. The interests of the Borrower in the property described above were created by a lease agreement from _____ as lessor dated _____, 20____. Any reference to the "Property" shall be construed as referring only to the interest of Borrower created by such lease or any replacement lease (as applicable).
2. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable. Section 184 of the Housing and Community Development Act grants to any such court the jurisdiction to convey to the Secretary the remaining life of a lease on the property and to order eviction of the delinquent Borrower.
3. Any purchaser at foreclosure sale other than the Secretary must receive the written consent of the lessor or, if lessor is not an Indian tribe, the tribe of which lessor is a member. The purchaser shall receive a lease for the remaining term of the existing lease unless the tribe consents to an assumption of the existing lease.
4. This Security Instrument may be assumed, subject to credit approval by the Lender/HUD and the consent of the tribe to an assumption of the existing lease or the grant of the new lease. Assumption shall not cause any adjustment of the interest rate.
5. A sale of property subject to the Security Instrument without an assumption of the Security Instrument may be made if a new lease for the remaining term of the existing lease is granted.

STATEMENT OF OCCUPANCY. Borrower(s) will occupy the subject property as a principal residence within sixty (60) days of the loan closing. In the case of new construction borrower(s) must occupy within 60 days of completion of construction and/or issuance of the certificate of occupancy. Borrower(s) further understand that occupancy is a requirement for the life of the 184 loan and that the home shall not be vacated or converted to rental while encumbered with a 184 mortgage. Borrower(s) further confirm and understand and agree that failure to occupy the property as a principal residence as provided above, shall constitute a default under the terms and conditions of the loan, and upon the occurrence of such default the whole sum of principal and interest shall immediately become due and payable at the option of the holder of the note.



Office of Public & Indian Housing

HUD-50149 (08/04/2014)

RIGHT SIDE OF BINDER-Riders Cont'd

OMB Approval No. 2577-0200
(exp. 2/29/2016)

Section 184 Case #:

RIDER FOR SECTION 184 INDIVIDUAL ALLOTTED TRUST LAND - NO LEASE

THIS RIDER FOR SECTION 184 MORTGAGE is made this _____ day of _____, 20____, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to _____ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

(PROPERTY ADDRESS)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable. Section 184 of the Community Housing and Development Act grants to any such court the jurisdiction to convey the property to the Secretary and to order eviction of the delinquent Borrower. In the event of foreclosure, the land shall not be removed from trust or restricted status except upon application to the Secretary of the Interior or his duly authorized representative.
2. The mortgagee or the Secretary shall not sell, transfer or otherwise dispose of or alienate the property except to an eligible tribal member, the Indian tribe, or the Indian housing authority or TDHE servicing the Indian tribe.
3. This Security Instrument may be assumed, subject to credit approval by the Lender/HUD by any eligible tribal member, the Indian tribe, or the Indian housing authority or TDHE servicing the Indian tribe. Assumption shall not cause any adjustment of the interest rate.

STATEMENT OF OCCUPANCY. Borrower(s) will occupy the subject property as a principal residence within sixty (60) days of the loan closing. In the case of new construction borrower(s) must occupy within 60 days of completion of construction and/or issuance of the certificate of occupancy. Borrower(s) further understand that occupancy is a requirement for the life of the 184 loan and that the home shall not be vacated or converted to rental while encumbered with a 184 mortgage. Borrower(s) further confirm and understand and agree that failure to occupy the property as a principal residence as provided above, shall constitute a default under the terms and conditions of the loan, and upon the occurrence of such default the whole sum of principal and interest shall immediately become due and payable at the option of the holder of the note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for Section 184 Mortgage.

Borrower/Date

Borrower/Date

Form HUD-50120 (2/14/2013)

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0200
(exp. 2/29/2016)

Section 184 Case #:

RIDER FOR SECTION 184 MORTGAGE (NON-BORROWER PLEDGE OF LEASEHOLD INTEREST)

THIS RIDER FOR SECTION 184 MORTGAGE is made this _____ day of _____, 20____ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to _____ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

[Property Address]

_____ ("Non-Borrower Leaseholder") is executing this mortgage for the sole purpose of encumbering the interest she owns in the land which is security for this mortgage and the note referenced herein. However, he/she assumes no personal liability for the obligations enumerated in the note except to the extent described in the preceding sentence.

In the event of default, notice would be given _____ and the other mortgagors.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. The interests of the Borrower in the property described above were created by a lease agreement from _____ as lessor dated _____, 20____. Any reference to the "Property" shall be construed as referring only to the interest of Borrower created by such lease or any replacement lease (as applicable).
- B. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable. Section 184 of the Housing and Community Development Act grants to any such court the jurisdiction to convey to the Secretary the remaining life of a lease on the property and to order eviction of the delinquent Borrower.
- C. Any purchaser at foreclosure sale other than the Secretary must receive the written consent of the lessor or, if lessor is not an Indian tribe, the tribe of which lessor is a member. The purchaser shall receive a lease for the remaining term of the existing lease unless the tribe consents to an assumption of the existing lease.
- D. This Security Instrument may be assumed, subject to credit approval by the Lender/HUD and the consent of the tribe to an assumption of the existing lease or the grant of the new lease. Assumption shall not cause any adjustment of the interest rate.
- E. A sale of property subject to the Security Instrument without an assumption of the Security Instrument may be made if a new lease for the remaining term of the existing lease is granted.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for Section 184 Mortgage.

Borrower Signature/Date

Borrower Signature/Date

Form HUD-50122 (2/14/2013)



Office of Public & Indian Housing

RIGHT SIDE OF BINDER

Loan Estimate

- All files are required to include the initial and the latest Loan Estimate issued
- Must be signed by all borrower(s)
- Section 184 loans do require these to show that the borrower(s) were informed in a timely manner.

RIGHT SIDE OF BINDER

FICUS BANK

4321 Random Boulevard • Somerville, ST 12340

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED 2/15/2013
APPLICANTS Michael Jones and Mary Stone
123 Anywhere Street
Anytown, ST 12345
PROPERTY 456 Somewhere Avenue
Anytown, ST 12345
SALE PRICE \$180,000

LOAN TERM 30 years
PURPOSE Purchase
PRODUCT Fixed Rate
LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐
LOAN ID # 123456789
RATE LOCK ☐ NO ☒ YES, until 4/16/2013 at 5:00 p.m. EDT
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 3/4/2013 at 5:00 p.m. EDT

Loan Terms		Can this amount increase after closing?
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
Does the loan have these features?		
Prepayment Penalty	YES	As high as \$3,240 if you pay off the loan during the first 2 years
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-7	Years 8-30
Principal & Interest	\$761.78	\$761.78
Mortgage Insurance	+ 82	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 206	+ 206
Estimated Total Monthly Payment	\$1,050	\$968
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$206 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i> In escrow? YES YES

Costs at Closing	
Estimated Closing Costs	\$8,054 Includes \$5,672 in Loan Costs + \$2,382 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$16,054 Includes Closing Costs. See Calculating Cash to Close on page 2 for details.

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools.

LOAN ESTIMATE

PAGE 1 OF 3 • LOAN ID # 123456789

Closing Cost Details

Loan Costs	
A. Origination Charges	\$1,802
25 % of Loan Amount (Points)	\$405
Application Fee	\$300
Underwriting Fee	\$1,097
Other Costs	
E. Taxes and Other Government Fees	\$85
Recording Fees and Other Taxes	\$85
Transfer Taxes	
F. Prepays	\$867
Homeowner's Insurance Premium (6 months)	\$605
Mortgage Insurance Premium (. months)	
Prepaid Interest (\$17.44 per day for 15 days @ 3.875%)	\$262
Property Taxes (months)	
G. Initial Escrow Payment at Closing	\$413
Homeowner's Insurance \$100.83 per month for 2 mo.	\$202
Mortgage Insurance per month for mo.	
Property Taxes \$105.30 per month for 2 mo.	\$211
B. Services You Cannot Shop For	\$672
Appraisal Fee	\$405
Credit Report Fee	\$30
Flood Determination Fee	\$20
Flood Monitoring Fee	\$32
Tax Monitoring Fee	\$75
Tax Status Research Fee	\$110
H. Other	\$1,017
Title - Owner's Title Policy (optional)	\$1,017
I. TOTAL OTHER COSTS (E + F + G + H)	\$2,382
C. Services You Can Shop For	\$3,198
Pest Inspection Fee	\$135
Survey Fee	\$65
Title - Insurance Binder	\$700
Title - Lender's Title Policy	\$535
Title - Settlement Agent Fee	\$502
Title - Title Search	\$1,261
J. TOTAL CLOSING COSTS	\$8,054
D + I	\$8,054
Lender Credits	
Calculating Cash to Close	
Total Closing Costs (J)	\$8,054
Closing Costs Financed (Paid from your Loan Amount)	\$0
Down Payment/Funds from Borrower	\$18,000
Deposit	~ \$10,000
Funds for Borrower	\$0
Seller Credits	\$0
Adjustments and Other Credits	\$0
Estimated Cash to Close	\$16,054
D. TOTAL LOAN COSTS (A + B + C)	\$5,672

LOAN ESTIMATE

PAGE 2 OF 3 • LOAN ID # 123456789

Additional Information About This Loan

LENDER Ficus Bank
NMLS/_ LICENSE ID
LOAN OFFICER Joe Smith
NMLS/_ LICENSE ID 12345
EMAIL joesmith@ficusbank.com
PHONE 123-456-7890

MORTGAGE BROKER
NMLS/_ LICENSE ID
LOAN OFFICER
NMLS/_ LICENSE ID
EMAIL
PHONE

Comparisons	Use these measures to compare this loan with other loans.	
In 5 Years	\$56,582 \$15,773	Total you will have paid in principal, interest, mortgage insurance, and loan costs. Principal you will have paid off.
Annual Percentage Rate (APR)	4.274%	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	69.45%	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations

Appraisal	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 5% of the monthly principal and interest payment.
Refinance	Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
Servicing	We intend <input type="checkbox"/> to service your loan. If so, you will make your payments to us. <input checked="" type="checkbox"/> to transfer servicing of your loan.

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you received this form.

Applicant Signature

Date

Co-Applicant Signature

LOAN ESTIMATE

PAGE



Office of Public & Indian Housing

RIGHT SIDE OF BINDER

Closing Disclosure

- All files require the 5 pages of the Closing Disclosure (CD).
- Initial CD and proof of delivery
- Final CD

RIGHT SIDE OF BINDER

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information	Loan Information
Date Issued	4/15/2013	Borrower Michael Jones and Mary Stone 123 Anywhere Street Anytown, ST 12345	Loan Term 30 years
Closing Date	4/15/2013		Purpose Purchase
Disbursement Date	4/15/2013	Seller Steve Cole and Amy Doe 321 Somewhere Drive Anytown, ST 12345	Product Fixed Rate
Settlement Agent	Epsilon Title Co.		Loan Type <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA
File #	12-3456	Lender Ficus Bank	<input type="checkbox"/> VA <input type="checkbox"/>
Property	456 Somewhere Ave Anytown, ST 12345		Loan ID # 123456789
Sale Price	\$180,000		MIC # 000654321

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest	\$761.78	NO
See Projected Payments below for your Estimated Total Monthly Payment		
Does the loan have these features?		
Prepayment Penalty	YES	As high as \$3,240 if you pay off the loan during the first 2 years
Balloon Payment	NO	

Projected Payments					
Payment Calculation		Years 1-7		Years 8-30	
Principal & Interest		\$761.78		\$761.78	
Mortgage Insurance		+	82.35	+	—
Estimated Escrow		+	206.13	+	206.13
<i>Amount can increase over time</i>					
Estimated Total Monthly Payment		\$1,050.26		\$967.91	
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i> <i>See page 4 for details</i>		This estimate includes		In escrow?	
		<input checked="" type="checkbox"/> Property Taxes		YES	
		<input checked="" type="checkbox"/> Homeowner's Insurance		YES	
		<input checked="" type="checkbox"/> Other: Homeowner's Association Dues		NO	
<i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>					

Costs at Closing	
Closing Costs	\$9,712.10 Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs – \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$14,147.26 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$1,802.00				
01	0.25 % of Loan Amount (Points)	\$405.00				
02	Application Fee	\$300.00				
03	Underwriting Fee	\$1,097.00				
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For		\$236.55				
01	Appraisal Fee to John Smith Appraisers Inc.					\$405.00
02	Credit Report Fee to Information Inc.		\$29.80			
03	Flood Determination Fee to Info Co.	\$20.00				
04	Flood Monitoring Fee to Info Co.	\$31.75				
05	Tax Monitoring Fee to Info Co.	\$75.00				
06	Tax Status Research Fee to Info Co.	\$80.00				
07						
08						
09						
10						
C. Services Borrower Did Shop For		\$2,655.50				
01	Pest Inspection Fee to Pests Co.	\$120.50				
02	Survey Fee to Surveys Co.	\$85.00				
03	Title – Insurance Binder to Epsilon Title Co.	\$650.00				
04	Title – Lender's Title Insurance to Epsilon Title Co.	\$500.00				
05	Title – Settlement Agent Fee to Epsilon Title Co.	\$500.00				
06	Title – Title Search to Epsilon Title Co.	\$800.00				
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)		\$4,694.05				
Loan Costs Subtotals (A + B + C)		\$4,664.25	\$29.80			

Other Costs

E. Taxes and Other Government Fees		\$85.00			
01	Recording Fees Deed: \$40.00 Mortgage: \$45.00	\$85.00			
02	Transfer Tax to Any State		\$950.00		
F. Prepays		\$2,120.80			
01	Homeowner's Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96			
02	Mortgage Insurance Premium (mo.)	\$279.04			
03	Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)	\$631.80			
04	Property Taxes (6 mo.) to Any County USA				
05					
G. Initial Escrow Payment at Closing		\$412.25			
01	Homeowner's Insurance \$100.83 per month for 2 mo.	\$201.66			
02	Mortgage Insurance per month for mo.				
03	Property Taxes \$105.30 per month for 2 mo.	\$210.60			
04					
05					
06					
07					
08	Aggregate Adjustment	– 0.01			
H. Other		\$2,400.00			
01	HOA Capital Contribution to HOA Acre Inc.	\$500.00			
02	HOA Processing Fee to HOA Acre Inc.	\$150.00			
03	Home Inspection Fee to Engineers Inc.	\$750.00			
04	Home Warranty Fee to XYZ Warranty Inc.		\$450.00	\$750.00	
05	Real Estate Commission to Alpha Real Estate Broker		\$5,700.00		
06	Real Estate Commission to Omega Real Estate Broker		\$5,700.00		
07	Title – Owner's Title Insurance (optional) to Epsilon Title Co.	\$1,000.00			
08					
I. TOTAL OTHER COSTS (Borrower-Paid)		\$5,018.05			
Other Costs Subtotals (E + F + G + H)		\$5,018.05			
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$9,712.10			
Closing Costs Subtotals (D + I)		\$9,682.30	\$29.80	\$12,800.00	\$750.00
Lender Credits					\$405.00

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	– \$29.80	YES • You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	– \$10,000.00	– \$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	– \$2,500.00	YES • See Seller Credits in Section L
Adjustments and Other Credits	\$0	– \$1,035.04	YES • See details in Sections K and L
Cash to Close	\$16,054.00	\$14,147.26	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing		M. Due to Seller at Closing	
01	Sale Price of Property	01	Sale Price of Property
02	Sale Price of Any Personal Property Included in Sale	02	Sale Price of Any Personal Property Included in Sale
03	Closing Costs Paid at Closing (J)	03	
04		04	
05		05	
06		06	
07		07	
Adjustments		Adjustments for Items Paid by Seller in Advance	
08	City/Town Taxes to	09	City/Town Taxes to
09	County Taxes to	10	County Taxes to
10	Assessments to	11	Assessments to
11	HOA Dues 4/15/13 to 4/30/13	12	HOA Dues 4/15/13 to 4/30/13
12		13	
13		14	
14		15	
15		16	
L. Paid Already by or on Behalf of Borrower at Closing		N. Due from Seller at Closing	
01	Deposit	01	Excess Deposit
02	Loan Amount	02	Closing Costs Paid at Closing (J)
03	Existing Loan(s) Assumed or Taken Subject to	03	Existing Loan(s) Assumed or Taken Subject to
04		04	Payoff of First Mortgage Loan
05	Seller Credit	05	Payoff of Second Mortgage Loan
06	Other Credits	06	
07	Rebate from Epsilon Title Co.	07	
08		08	Seller Credit
09		09	
10		10	
11		11	
12		12	
13		13	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
14	City/Town Taxes 1/1/13 to 4/14/13	14	City/Town Taxes 1/1/13 to 4/14/13
15	County Taxes to	15	County Taxes to
16	Assessments to	16	Assessments to
17		17	
18		18	
19		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)		Total Due to Seller at Closing (M)	
Total Paid Already by or on Behalf of Borrower at Closing (L)		Total Due from Seller at Closing (N)	
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	

RIGHT SIDE OF BINDER

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments

Your lender

☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
456 Somewhere Ave., Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: Homeowner's Insurance Property Taxes
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: Homeowner's Association Dues
You may have other property costs.		
Initial Escrow Payment	\$412.25	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.

\$285,803.36

Finance Charge. The dollar amount the loan will cost you.

\$118,830.27

Amount Financed. The loan amount available after paying your upfront finance charge.

\$162,000.00

Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.

4.174%

Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

69.46%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

☐ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
Address	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Sometown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
NMLS ID					
ST License ID			Z765416	Z61456	Z61616
Contact	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
Contact NMLS ID	12345				
Contact ST License ID			P16415	P51461	PT1234
Email	joesmith@ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@epsilontitle.com
Phone	123-456-7890		123-555-1717	321-555-7171	987-555-4321

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature

Date

Co-Applicant Signature

Date

CLOSING DISCLOSURE

PAGE 3 OF 5 • LOAN ID # 123456789

CLOSING DISCLOSURE

PAGE 4 OF 5 • LOAN ID # 123456789



Office of Public & Indian Housing

RIGHT SIDE OF BINDER

- Initial and Final Fannie Mae Form FINAL 1003, Uniform Residential Loan Application (URLA)
 - All pages and signed by all borrowers.
- Form HUD-50111, Section 184 Addendum to the Application
 - All pages and signed by all borrowers

RIGHT SIDE OF BINDER

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	Other (explain):	Agency Case Number	Lender Case Number
Amount \$	Interest Rate %	No. of Months	Amortization Type:	<input type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):	Other (explain):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & ZIP)		No. of Units
Legal Description of Subject Property (attach description if necessary)		Year Built
Purpose of Loan	<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
<input type="checkbox"/> Refinance	<input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$ 0.00

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
		<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

III. BORROWER INFORMATION

Borrower				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. ages		<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower) no. ages	
Present Address (street, city, state, ZIP)				Present Address (street, city, state, ZIP)			
<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.				<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
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IV. EMPLOYMENT INFORMATION

Borrower		Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Name & Address of Employer	<input type="checkbox"/> Self Employed
Yrs. on this job		Yrs. on this job	
Yrs. employed in this line of work/profession		Yrs. employed in this line of work/profession	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

VII. DETAILS OF TRANSACTION

j. Subordinate financing		If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Borrower		Co-Borrower	
			Yes	No	Yes	No
k. Borrower's closing costs paid by Seller		f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Other Credits (explain)		g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)		i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		j. Are you a U.S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. PMI, MIP, Funding Fee financed		k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Loan amount (add m & n)	0.00	l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Cash from/to Borrower (subtract j, k, l & o from i)		m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)?				
		(2) How did you hold title to the home—solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?				

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that any payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment: Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and

or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White

To be Completed by Interviewer This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type)	Name and Address of Interviewer's Employer
	Interviewer's Signature	Date
	Interviewer's Phone Number (incl. area code)	



RIGHT SIDE OF BINDER

Section 184 Addendum to Uniform Residential Loan Application

Part I-Identifying Information

3. Borrower's Name & Present Address (Include zip code)	1. Section 184 Case No.	2. Lender's Case No
7. Property Address (including name of subdivision, lot & block no. & zip code)	4. Interest Rate	5. Proposed Maturity Yrs. months
		6. Loan Amount (with financed guarantee fee) \$
	8. Lender's I.D. Code	9. Sponsor / Agent I.D. Code
12. Lender's Name & Address (include zip code)	10. Name & Address of Sponsor / Agent	
Type or Print all entries clearly	11. Lender's Telephone Number	

13. First time Homebuyer? _____

14. Please indicate type of loan:

- | | | |
|--|--|--|
| <input type="checkbox"/> Streamline with appraisal | <input type="checkbox"/> Acquisition of existing | <input type="checkbox"/> Single Close Proposed |
| <input type="checkbox"/> Streamline without appraisal | <input type="checkbox"/> Acquisition/Rehab of existing | |
| <input type="checkbox"/> Credit Qualifying with cash out | <input type="checkbox"/> Acquisition-Less than 1 year | |
| <input type="checkbox"/> Newly constructed- Less than 1 year | | |
| <input type="checkbox"/> Credit Qualifying with no cash out | | |
| <input type="checkbox"/> Credit Qualifying with escrow | | |

Part II - Lender's Certification

15. The undersigned lender makes the following certifications to allow issuance of a firm commitment for a loan guarantee.
- 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 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, 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.
- H. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of its agents.

Signature of Officer of Lender	Date (mm/dd/yyyy)	Title of Officer of Lender
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Part III - Notices to Borrowers. The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 12 U.S.C. 1701 et seq. 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 may conduct a computer match to verify the information you provide. HUD 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, except as required and 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 1976 that HUD 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 HUD 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. 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

Section 184 Addendum to Uniform Residential Loan Application

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, through a computer match conducted by HUD. I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD 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 re-disclosure to other parties. The only other re-disclosure permitted by this authorization is for review purposes to ensure that HUD 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.

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

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

16. Do you own or have you sold other real estate within the past 24 months on which there was a mortgage?

Yes ☐ No ☐

16b. Is it to be sold?

Yes ☐ No ☐

16c. If yes, was the mortgage a Section 184 guaranteed loan?

Yes ☐ No ☐

17. 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 HUD and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which HUD 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.

18. 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.

I have been informed that (\$) is the statement of appraised value as determined by HUD.

Note: If the contract price or cost exceeds the Uniform Residential Appraisal Report, 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 HUD 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 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.

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	Sig
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Federal statutes provide severe penalties for any fraud or intentional misrepresentation contained on this form.

RIGHT SIDE OF BINDER

Credit Alert Verification Reporting System

- CAIVRS Printout
- Limited Denial of Participation (HUD LDPs) and GSA Excluded Party List Search (GSA EPLS)

CAIVRS Authorization

SUCCESS

CAIVRS Authorization successfully completed

Borrower SSN [REDACTED] Authorization Number: A [REDACTED]

Agency Name	Case Number	Case Type	Phone Referral
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Coborrower 1 N/A Authorization Number:

Coborrower 2 N/A Authorization Number:

Coborrower 3 N/A Authorization Number:

Coborrower 4 N/A Authorization Number:

[New Request](#)

[HSG/FHA Home Page](#) | [HUD Single Family Housing Page](#)
[HUD Multifamily Housing Page](#) | [HUDCLIPS](#) | [Lenders Information](#) | [Mortgagee Letters](#)
[HUD Single Family Housing Policy Handbook 4000.1](#)

RIGHT SIDE OF BINDER

CREDIT AND INCOME DOCUMENTATION

- Credit Report and all supporting documents. (waiver letters, letters of explanation)
- Verification of Mortgage
- Divorce Decree/Separation Agreement (if applicable)
- Child Support Documentation (if applicable)
- Student Loan Verification (if applicable)
- Payoff Statement/ Refinance-
- Subordination / Tribal Agreement (if applicable)
- Verification of rental payment history

RIGHT SIDE OF BINDER

Asset documentations

- Verification of Deposit documentation (including and relevant documents)
- Gift letters
- Bank statements

RIGHT SIDE OF BINDER

Income documentation

- 30 days of Paystubs
- Previous two years W2's
- Signed previous two years Federal Tax Return
- per Capita documentation
- Signed Tax Form 4506-T
- Last Two Years Federal Tax Transcripts
- Written or Verbal Verification of Income
- etc.

LEFT SIDE OF PACKAGE

PURCHASE DOCUMENTS

- Fully Executed Purchase Contract (if applicable), with all accompanying documents
- All other contract addenda
- Amendatory Clause executed by all parties
- Real Estate Certification executed by all parties
- [Form HUD-92300, Mortgage Assurance of Completion](#)

FHA Amendatory Clause & Real Estate Certification

Borrower Name(s):	Borrower Address:
Property Address:	FHA Case Number:

FHA AMENDATORY CLAUSE

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender, setting forth the appraised value of the property of not less than \$.

The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Borrower	Date	Co-Borrower	Date
Seller	Date	Seller	Date

REAL ESTATE CERTIFICATION

The borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify that the terms and conditions of the sales contract are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

Borrower	Date	Co-Borrower	Date
Seller	Date	Seller	Date
Listing Agent (Seller's Agent)	Date	Selling Agent (Buyer's Agent)	Date

LEFT SIDE OF PACKAGE

COMPREHENSIVE VALUATION PACKAGE (CVP)

- Fannie Mae form 1004
- Condo: Evidence of FHA Approval or Alaskan Housing Authority
- Manufactured Home: Engineer Report and Evidence of conversion to real property
- Location map, and photographs of properties, building sketch, including all attachments and endorsements (if applicable)
- [Form HUD-92051, Compliance Inspection Report](#), or other applicable documentation
- Evidence of satisfaction of valuation conditions (if applicable)

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COMPREHENSIVE VALUATION PACKAGE (CVP)- cont'd

- Form [NPMA 33](#), Wood Destroying Insect Infestation Report, or State mandated infestation report (if applicable)
- Hazard Insurance
- Flood Certification
- Flood Insurance (if applicable)
- Local Health Authority's Approval for individual water and sewer systems (if applicable)

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Wood Destroying Insect Inspection Report		Notice: Please read important consumer information on page 2.	
Section I. General Information Inspection Company, Address & Phone		Company's Pest Control Business Lic. No.	Date of Inspection
		Address of Property Inspected	
Inspector's Name, Signature & Certification, Registration, or Lic. #		Structure(s) Inspected	
Section II. Inspection Findings This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or wood destroying insect damage. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected: <input type="checkbox"/> A. No visible evidence of wood destroying insects was observed. <input type="checkbox"/> B. Visible evidence of wood destroying insects was observed as follows: <input type="checkbox"/> 1. Live insects (description and location): _____ <input type="checkbox"/> 2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): _____ <input type="checkbox"/> 3. Visible damage from wood destroying insects was noted as follows (description and location): _____ <i>NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.</i>			
Section III. Recommendations <input type="checkbox"/> No action and/or treatment recommended: (Explain if Box B in Section II is checked) _____ <input type="checkbox"/> Recommend action(s) and/or treatment(s) for the control of: _____			
Section IV. Obstructions and Inaccessible Areas The following areas of the structure(s) inspected were obstructed or inaccessible: <input type="checkbox"/> Basement <input type="checkbox"/> Crawlspace <input type="checkbox"/> Main Level <input type="checkbox"/> Attic <input type="checkbox"/> Garage <input type="checkbox"/> Exterior <input type="checkbox"/> Porch <input type="checkbox"/> Addition <input type="checkbox"/> Other		The Inspector may write out obstructions or use the following optional key: 1. Fixed ceiling 15. Standing water 2. Suspended ceiling 16. Dense vegetation 3. Fixed wall covering 17. Exterior siding 4. Floor covering 18. Window well covers 5. Insulation 19. Wood pile 6. Cabinets or shelving 20. Snow 7. Stored items 21. Unsafe conditions 8. Furnishings 22. Rigid foam board 9. Appliances 23. Synthetic stucco 10. No access or entry 24. Duct work, wiring, and/or plumbing 11. Limited access 25. Spray foam insulation 12. No access beneath 26. Equipment 13. Only visual access 14. Cluttered condition	
Section V. Additional Comments and Attachments (these are an integral part of the report) _____ _____ _____ Attachments _____			
Signature of Seller(s) or Owner(s) if refinancing. Seller discloses to the buyer all information, to their knowledge, regarding W.D.I. infestation, damage, repair, and treatment history. X		Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported. X	

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NEW CONSTRUCTION (Less Than 1 YEAR OLD)

New Construction (less than 1 year old)

- [Builders certificate HUD Form 92541](#) (Completed and Signed)
- Builder's one-year warranty ([HUD Form 92544](#))

As Applicable:

- Early Start Letter
- Evidence of 10-year warranty
- 3 inspections completed by local authority, or by the tribe
- Building permit and certificate of occupancy

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HUD Label Number(s):

Builder or Builder's Agent: I hereby certify that the site analysis information above is true and accurate to the best of my knowledge and belief and that the plans and specifications were designed to mitigate any foreseeable hazards or adverse conditions. On all properties eligible for maximum LTV financing, I further certify that I have personally reviewed the plans, specifications, and site information submitted herewith. Based upon my review, I hereby certify that such plans, specifications comply with the applicable building codes specified above as well as complying with the HUD construction requirements listed above. An "X" marked in the blank by each numbered item indicates that provisions from the marked code apply.

9 a. Name of Builder's Company or Builder's Agent (type or print)	10 a. Name & Title of Builder or Builder's Agent (type or print)
b. Street Address	b. Signature of Builder or Builder's Agent Date
c. City, State, & Zip Code	c. Telephone Number (include area code)

11. Affirmative Fair Housing Marketing Plan (AFHMP): Did you sell five (5) or more houses in the last twelve (12) months or do you intend to sell five (5) or more houses within the next twelve (12) months with HUD mortgage insurance?	YES	NO
If "Yes," check either a, b, c, or d below:		
a. I am a signatory in good standing to a Voluntary Affirmative Marketing Agreement (VAMA).		
b. I have an AFHMP which HUD approved on (mm/dd/yyyy) _____		
c. I have a contract with _____ to market this property?		

d. I certify that I will comply with the following: (a) Carry out an affirmative program to attract all minority and majority groups to the housing for initial sale or rental. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities regardless of race, color, religion, sex, handicap, familial status or national origin, through the type of media customarily utilized by the applicant; (b) Maintain a nondiscrimination hiring policy in recruiting from both minority and majority groups; (c) Instruct all employees and agents in writing and orally in the policy of nondiscrimination and fair housing; (d) Conspicuously display the Fair Housing Poster in all Sales Offices, include the Equal Housing Opportunity logo, slogan and statement in all printed material used in connection with sales, and post in a prominent position at the project site a sign which displays the Equal Opportunity logo, slogan or statement, as listed in 24 CFR 200.620 and appendix to subpart M to part 200. I understand that I am obliged to develop and maintain records on these activities, and to make them available to HUD upon request.

Builder: I hereby certify that the site analysis information is true and accurate to the best of my knowledge and belief. I further certify that on all properties eligible for maximum LTV financing, the plans and specifications submitted herewith have been reviewed by the individual signing above and that the individual has the knowledge and experience necessary to determine whether such plans and specifications comply with the HUD FHA requirements set forth in 24 CFR 200.926d and with other applicable HUD requirements as determined in accordance with 24 CFR 200.926(d)(1) and (2). Any subsequent changes to these plans and specifications shall comply with the aforementioned requirements. Upon sale or conveyance of the property, the undersigned will promptly furnish to the lender a Warranty of Completion of Construction, form HUD-92544 on all properties eligible for maximum LTV financing.

12 a. Name of Builder's Company (type or print)	13 a. Name & Title of Builder (type or print)
b. Street Address	b. Signature of Builder Date
c. City, State, & Zip Code	c. Telephone Number (include area code)

"I, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

WARNING: Anyone who knowingly submits a false claim, or makes false statements is subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729)

This form must be complete and legible and must be reproduced to include all three pages.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Executive Order 11988 and HUD environmental regulations (24 CFR Part 51) require builders who build newly constructed properties to ensure that the property is not affected by: flood hazards, noise, runway clear zones, explosive/flammable materials storage hazards, toxic waste hazards, and other foreseeable hazards that may affect the site.

HUD requires this information to determine whether the site/location factors would adversely affect the dwelling or homeowner. A response is required whenever a builder builds new properties. Confidentiality is not applicable.

Builder's Certification of Plans, Specifications, & Site

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

OMB Approval No. 2502-0496
Exp 07/31/2022

Property Address (street, city, state, & zip code)	Subdivision Name
Mortgagee's (Lender's) Name & Address (this is the lender who closed the loan)	FHA Case Number
	Phone Number

1. Site Analysis Information: To be completed on all proposed and newly constructed properties.	YES	NO
A. Flood Hazards: Are the property improvements in a Special Flood Hazard Area (SFHA)?		
1) Provide the community number and date of the Flood Insurance Rate Map (FIRM) used to document your answer.		
Community Number _____ Map Date _____		
2) If participating, is the community in good standing with the National Flood Insurance Program (NFIP)?		
3) If "Yes" to item 1.A. above, attach:		
(i) A Letter of Map Amendment (LOMA) or;		
(ii) A Letter of Map Revision (LOMR) or;		
(iii) A signed Elevation Certificate documenting that the lowest floor (including basement) is built in compliance with 24 CFR 200.926d(c)(4).		
4) Is the property located within a Coast Barrier Resource System (CBRS)? (If yes, the property is ineligible for FHA insured financing)		
B. Noise: Is the property located within 1000 feet of a highway, freeway, or heavily traveled road?		
(i) Within 3000 feet of a railroad?		
(ii) Within one mile of a civil airfield or 5 miles of a military airfield?		
C. Runway Clear Zones / Clear Zones: Is the property within 3000 feet of a civil or military airfield?		
(i) If "Yes," is the property in a Runway Clear Zone / Clear Zone?		
D. Explosive / Flammable Materials Storage Hazard: Does the property have an unobstructed view or located within 2000 feet of any facility handling or storing explosive or fire prone materials?		
E. Toxic Waste Hazards: Is the property within 3000 feet of a dump, landfill or site recognized on a EPA Superfund National Priority List (NPL) or equivalent State list?		
F. Foreseeable Hazards or Adverse Conditions:		
1) Does the site have any rock formations, high ground water levels, inadequate surface drainage, springs, sinkholes, etc.?		
2) Does the site have unstable soils (expansive, collapsible, or erodible)?		
3) Does the site have any excessive slopes?		
4) Does the site have any earth fill?		
(i) If "Yes," will foundations, slabs, or flatwork rest on the fill?		

If you marked "Yes" to any of the above questions in item F, attach a copy of all State licensed engineers' (soils and structural) reports, designs, and/or certifications to demonstrate compliance with HUD requirements ensuring structural soundness of the improvements and the health and safety of the occupants. Refer to HUD Handbook 4145.1, HUD Handbook 4140.3 and HUD Handbook 4000.1.

Complete this section for all properties. The property complies with:

2. HUD Minimum Property Standards in the Code of Federal Regulations at 24 CFR 200.926d.
3. Appendix 8, Site Grading & Drainage guideline included in the HUD Handbook 4145.1, or the Site Grading & Drainage requirements incorporated in the Local/State adopted IRC Building Code, identified in item #5
4. IECC (International Energy Conservation Code)
5. Other Code or Local/State Code as follows: _____
Applicable Provisions: _____
6. CABO One- and Two-Family Dwelling Code, as listed in 24 CFR 200.926b, replaced by IRC (International Residential Code)
7. Electrical Code for One-and-Two-Family Dwellings, as listed in 24 CFR 200.926b, or equivalent, name code: _____
8. This is a manufactured (mobile) home and was constructed in accordance with the Federal Manufactured Home Construction & Safety Standards (FMHCS). The label on the manufactured home reflects compliance with the FMHCS. I hereby certify that the plans and specifications for all other construction (i.e., site, foundation) comply with applicable building codes or HUD requirements listed above, including Handbook 4145.1, Handbook 4000.1 II.A.1.b.iv.(B)(5)(c)(ii), II.D.5.c and the Permanent Foundations Guide for Manufactured Housing.

Instructions for Builder's Certification, form HUD-92541

Item 1. Site Analysis: All builders must answer all the questions in this item. An addendum may be added, if necessary, to provide a full explanation about any of the site conditions listed.

a. Flood Hazards: HUD prohibits new construction in Special Flood Hazard Areas unless there is a Letter of Map Amendment (LOMA), a Letter of Map Revision (LOMR), or an Elevation Certificate in accordance with 24 CFR 200.926d(c)(4) provided to the lender.

Item 1b-f. The builder must provide this information for all properties. If the property is a condominium, the builder may have to mitigate the site issue if the project has not yet been approved by HUD.

b. Noise: Self-explanatory.

c. Runway Clear Zones / Clear Zones: If the property is located in a Runway Clear Zone / Clear Zone, the lender must require, as a condition of borrower approval, that the borrower will sign a statement acknowledging receipt of the notification required by 24 CFR 51.303(a)(3).

d. Explosive/Flammable Materials Storage Hazard: Self-explanatory.

e. Toxic Waste Hazards: Self-explanatory.

f. Foreseeable Hazards or Adverse Conditions: Self-explanatory.

Item 2 - 8: The builder/builder's agent must complete these items as follows:

Item 2, 3&4. Place an "X" in the box in Items 2, 3 and 4. The certified builder must complete Items 5 thru 8 as follows:

Item 5. The local/State code in Item 5 is the accepted code for a locality. The additional requirements needed from the Table in 24 CFR 200.926c, to supplement a partially acceptable local code, must be shown in Item 5.

Item 6. When the whole CABO Code is used as the HUD referenced code in jurisdictions with "no code" or an "unacceptable code," place an "X" in the box in Item 6 and place the word "All" in the space.

Item 7. Place an "X" in the box on line 7, and, if applicable name equivalent code.

Item 8. If the dwelling is a manufactured (mobile) home, place an "X" in the box in Item 8. Properly complete lines 4 through 7 for all "foundation and site work." Insert the HUD label number(s) in the box provided.

Item 9 & 10. The builder or the builder's agent must complete and sign these items. If the builder's agent completes and signs these items, the agent is certifying that they have the knowledge and experience to determine whether the plans and specifications comply with HUD FHA requirements set forth in 24 CFR 200.926d and with other applicable HUD requirements in 24 CFR 200.926d(1) and (2). The builder's agent further declares that the site information is true and accurate to the best of their knowledge and belief.

Item 11. If a builder has sold or intends to sell five (5) or more newly constructed properties within a twelve (12) month period, the builder is required to have one of the following:

- a. Be in good standing to a Voluntary Affirmative Marketing Agreement
- b. Have a HUD approved Affirmative Fair Housing Marketing Plan (AFHMP);
- c. Have a contract with a Marketing Agent to implement its approved AFHMP, or a contract with a Marketing Agent with signatory to a National Association of Realtors VAMA; or
- d. Certify to the requirements which are hereby listed, taken from 24 CFR 200.620.

Items 12 & 13. The builder must complete and sign Items 12 and 13. The certification is self-explanatory. All changes to the original form must be initialed and dated by the builder.

Appraiser / Direct Endorsement Leader's Responsibility

FHA Roster Appraiser. The appraiser must receive a fully executed form HUD-92541 before performing the appraisal on proposed or under construction properties or properties less than one year old and never occupied.

The appraiser must review Item 1 and note in the Appraisal Report any discrepancies between the information in Item 1 and the actual conditions observed on site. The appraiser must take into consideration the effects of any site conditions on the value of the property.

Direct Endorsement Underwriter. The DE Underwriter must review the Appraisal Report and the Builder Certification as part of the underwriting process, taking into consideration the effect of any site conditions on the value of the property. Page 1 of this form must be complete and legible. The Mortgage must provide the Appraiser with a fully executed form HUD-92541, signed and dated no more than 30 Days prior to the date the appraisal was ordered. The DE Underwriter cannot change and/or modify this certification form.



Office of
Native American
Programs
Office of Public & Indian Housing

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Warranty of Completion of Construction

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

OMB Approval No. 2502-0059
(Expires 09/30/2022)

This information is required to obtain a HUD-insured single family mortgage. Public reporting burden for this collection of information is estimated to average 3 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 you are not required to respond to, a collection of information unless that collection displays a valid OMB control number. HUD collects this information to determine the insurability of a mortgage on the captioned property and may use it to make a final determination as to whether a defect exists and whether the builder must remedy the defect.

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Lender's Name, Address and Phone Number (Include Area Code)	Name(s) of Purchaser/Owner
FHA/VA Case Number	Property Address

For good and valuable consideration, and in accordance with Section 801 of the Housing Act of 1954, and Public Law 85-857 (38 U.S.C. 3705), the undersigned Warrantor hereby warrants to the Purchaser(s) or Owner(s) identified in the caption hereof, and to his/her successors or transferees, that:

The dwelling located on the property identified in the caption hereof is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variations therein) which have been approved in writing by the Federal Housing Commissioner or the Secretary of Veterans Affairs on which the Federal Housing Commissioner or the Secretary of Veterans Affairs based the valuation of the dwelling: **Provided, however,** That this warranty shall apply only to such instances of substantial nonconformity as to which the Purchaser(s)/Owner(s) or his/her (their) successors or transferees shall have given written notice to the Warrantor at any time or times within one year from the date of original conveyance of title to such Purchaser(s)/Owner(s) or the date of initial occupancy, whichever first occurs: **Provided further, however,** That in the event (1) the Purchaser(s)/Owner(s) acquired title to the captioned property prior to the completion of construction of the dwelling thereon, such notice of nonconformity to the Warrantor may be given any time or times within one year from the date of completion or initial occupancy of such dwelling, whichever first occurs, or (2) where it has been necessary to postpone improvements such notice of nonconformity to the Warrantor as to such incomplete items may be given at any time or times within one year from the date of full completion of each of such items.

The term "dwelling" as used herein shall be deemed to include all improvements or appurtenances set forth in the plans and specifications upon which the Federal Housing Commissioner or the Secretary of Veterans Affairs has based the valuation of the property, excepting those constructed by a municipality or other government authority.

The undersigned Warrantor further warrants to the Purchaser(s)/Owner(s) or his/her (their) successors or transferees, the property against defects in equipment, material, or workmanship and materials supplied or performed by the Warrantor or any subcontractor or supplier at any tier resulting in noncompliance with standards of quality as measured by acceptable trade practices. This warranty shall continue for a period of one year from the date of original conveyance of title to such Purchaser(s) or from the date of full completion of each of any items completed after conveyance of title. The Warrantor shall remedy, at the Warrantor's expense, any defect(s) of equipment, material, or workmanship furnished by the Warrantor. Warrantor shall restore any work damaged in fulfilling the terms and conditions of this warranty.

If a manufactured (mobile) home was erected on this property, the Warrantor further warrants that (1) the property (other than the manufactured unit itself) complies with the submitted construction exhibits; (2) the manufactured home sustained no hidden damage during transportation and erection; and (3) if the home was manufactured in separate sections, the sections were properly joined and sealed.	Manufacturer's Name, Address & Phone Number (Include Area Code)
---	---

This warranty shall be in addition to, and not in derogation of, all other rights and privileges which such Purchaser(s)/Owner(s) or his/her (their) successors or transferees may have under any other law or instrument, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Purchaser(s)/Owner(s), and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by the Purchaser(s)/Owner(s) or his/her (their) successors or transferees heretofore or contemporaneously with the execution of this agreement or prior to final settlement.

This warranty is executed for the purpose of inducing the Federal Housing Commissioner or the Secretary of Veterans Affairs to make, to guarantee or to insure a mortgage on the captioned property, and the person signing for the Warrantor represents and certifies that he/she is authorized to execute the same by the warrantor and by his/her signature the Warrantor is duly bound under the terms and conditions of said warranty. The FHA Commissioner or the Secretary of Veterans Affairs reserves the right to make a final determination as to whether a defect exists and whether the builder must remedy the defect.

Warrantor		Purchaser(s) Acknowledgement	
Warrantor's Title		Signature of Purchaser	
Signature		Date (mm/dd/yyyy)	
Date (mm/dd/yyyy)		Signature of Purchaser	
Date (mm/dd/yyyy)		Date (mm/dd/yyyy)	
Builder's Name and Address		Builder's Phone Number (Include Area Code)	
+			

Purchaser Note: Any notice of nonconformity must be delivered to the warrantor within the period or periods set forth above.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802) Provide completed copies of this warranty to both the homebuyer and the builder, at closing. Include a copy of this warranty in the case binder when sent to HUD.

Previous editions are obsolete. Combines previous HUD-92544-A.

VA form 26-1859

form HUD-92544 (9/2005)
ref. Handbook 4145.1



Office of Public & Indian Housing

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NEW CONSTRUCTION (Less Than 1 YEAR OLD)-cont'd

- FHA Compliance Inspector (footings, frames & Final)
- Subterranean Termite Treatment Report: [NPCA-99a](#) and [NPCA-99b](#)
- Construction loan rider FORM [HUD-50112](#) (signed, conformed and executed)

Single Close or Rehab

- Evidence of the interest-bearing escrow account
- Single Close 184 applicant acknowledgement [FORM HUD-50125](#)(signed, conformed and executed)
- Construction loan agreement (signed, conformed and executed)
- Construction loan rider FORM [HUD-50112](#) (signed, conformed and executed)

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Subterranean Termite Protection Builder's Guarantee

This form is completed by the builder.

OMB Approval No. 2502-0525
(exp. 09/30/2022)

Public reporting burden for this collection of information is estimated to average 5 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 information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires a licensed Pest Control company to provide the builder a record of specific treatment information in those cases when if any method other than use of pressure treated lumber is used for prevention of subterranean termite infestation. When applicable, form HUD-NPMA-99-B must accompany the form HUD-NPMA-99-A. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore no assurance of confidentiality is provided. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

This form is submitted for proposed (new) construction cases when prevention of subterranean termite infestation is specified by the builder or required by the lender, the architect, FHA or VA.

This form is to be completed by the builder. This guarantee is issued by the builder to the buyer. This guarantee is not to be considered as a waiver of, or in place of, any legal rights or remedies that the buyer may have against the builder.

FHA/VA Case No.:

Location of Structure(s) (Street Address, or Legal Description, City, State and Zip):

Buyer's Name:

Builder is to check and complete either box 1 or box 2.

1. ☐ Pest Control Company Applied Treatment (See HUD-NPMA 99B for treatment information)

The undersigned builder hereby certifies that a State licensed or otherwise authorized pest control company (where required by State law) was contracted to treat the property at the location referenced above to prevent subterranean termites. The builder further certifies that the contract with the pest control company required the treatment materials and methods used to be in conformance with all applicable State and Federal requirements. All work required by the contract has been completed unless noted on HUD-NPMA 99B. Where not prohibited by applicable State requirements, the buyer, for an additional fee payable to the pest control company, may extend the protection against subterranean termites. Contact the pest control company listed on the attachment for further information.

The builder hereby guarantees that, if subterranean termite infestation should occur within one year from the date of closing, the builder will ensure that a licensed or otherwise State authorized pest control company will treat as necessary to control infestations in the structure. This further treatment will be without cost to the buyer. If permitted by State law, the buyer may contract directly, at the buyer's expense, with a pest control company to inspect the property on a periodic basis and use EPA registered products to control any infestation. The builder will not be responsible for guaranteeing such contracted work. The builder further agrees to repair all damage by subterranean termites within the one-year builder's warranty period. This guarantee does not apply to additions or alterations that are made by the buyer, which affects the original structure or treatment. Examples include, but are not limited to, landscape and mulch alterations, which disturb the treated area and create new subterranean termite hazards, or interfere with the control measures. If within the guarantee period the builder questions the validity of a claim by the buyer, the claim will be investigated by an unbiased expert mutually agreeable to the buyer and builder. The report of the expert will be accepted as the basis for disposition of the case. The non-prevailing party will pay the cost of any inspections made to investigate the claim. For further information, contact your State structural pest control regulatory agency. **All service must be in compliance with the International Residential Code.**

Type of Service: ☐ Termite Bait System ☐ Field Applied Wood Treatment ☐ Soil Treatment ☐ Installed Physical Barrier System

2. ☐ Builder Installed Subterranean Termite Prevention using Pressure Treated Lumber

The builder certifies that subterranean termite prevention was installed using pressure treated lumber only and certifies that use of the pressure treated lumber is in compliance with applicable building codes and HUD requirements specified in FHA Single Family Housing Policy Handbook 4000.1 (4000.1). **Note: Using pressure treated sills as a sole method of termite prevention is NOT acceptable and violates the requirements of the 4000.1.**

Initial of Builder _____ Date _____

Attachments:

Builder's Company Name:

Phone No.:

Builder's Signature:

Date:

Consumer Maintenance Advisory regarding integrated Pest Management for Prevention of Wood Destroying Insects. Information regarding prevention of wood destroying insect infestation is helpful to any property owner interested in protecting the structure from infestation. Any structure can be attacked by wood destroying insects. Periodic maintenance should include measures to minimize possibilities of infestation in and around a structure. Factors which may lead to infestation from wood destroying insects include foam insulation at foundation, earth-wood contact, faulty grade, firewood against structure, insufficient ventilation, moisture, wood debris in crawl space, wood mulch, tree branches touching structures, landscape timbers, and wood rot. Should these or other such conditions exist, corrective measure should be taken by the owner in order to reduce the chances of infestations by wood destroying insects, and the need for treatment.

An original and one copy of this guarantee are to be prepared by the builder and sent to the lender. The lender provides one copy to the buyer at closing and includes a copy in the VA loan package or HUD insurance case binder. The builder sends one copy to the licensed pest control company which performed the treatment.

Attached is a copy of the state authorized pest control company's New Construction Subterranean Termite Service Record, HUD-NPMA-99-B.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012-31 U.S.C. 3729, 3802)

form HUD-NPMA-99-A (8/2008)

New Construction Subterranean Termite Service Record

OMB Approval No. 2502-0525
(exp. 09/30/2022)

This form is completed by the licensed Pest Control Company

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires the builder to certify that an authorized Pest Control company performed all required treatment for termites, and that the builder guarantees the treated area against infestation for one year. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore, no assurance of confidentiality is provided.

This report is submitted for informational purposes to the builder on proposed (new) construction cases when treatment for prevention of subterranean termite infestation is specified by the builder, architect, or required by the lender, architect, FHA, or VA.

All contracts for services are between the Pest Control company and builder, unless stated otherwise.

Section 1: General Information (Pest Control Company Information)

Company Name:

Company Address

City

State

Zip

Company Business License No.

Company Phone No.

FHA/VA Case No. (if any)

Section 2: Builder Information

Company Name

Phone No.

Section 3: Property Information

Location of Structure (s) Treated (Street Address or Legal Description, City, State and Zip)

Section 4: Service Information

Date(s) of Service(s)

Type of Construction (More than one box may be checked)

☐ Slab

☐ Basement

☐ Crawl

☐ Other

Check all that apply:

☐ A. Soil Applied Liquid Termiticide

Brand Name of Termiticide:

EPA Registration No.

Approx. Dilution (%):

Approx. Total Gallons Mix Applied:

Treatment completed on exterior: ☐ Yes ☐ No

☐ B. Wood Applied Liquid Termiticide

Brand Name of Termiticide:

EPA Registration No.

Approx. Dilution (%):

Approx. Total Gallons Mix Applied:

☐ C. Bait system Installed

Name of System

EPA Registration No.

Number of Stations installed

☐ D. Physical Barrier System Installed

Name of System

Attach installation information (required)

Service Agreement Available? ☐ Yes ☐ No

Note: Some state laws require service agreements to be issued. This form does not preempt state law.

Attachments (List)

Comments

Name of Applicator(s)

Certification No. (if required by State law)

The applicator has used a product in accordance with the product label and state requirements. All materials and methods used comply with state and federal regulations.

Authorized Signature

Date

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012-31 U.S.C. 3729, 3802)

form HUD-NPMA-99-B (08/2008)



Office of Public & Indian Housing

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SINGLE CLOSE 184 APPLICANT ACKNOWLEDGEMENT

I/We, the undersigned, do hereby acknowledge and understand that at the time of the loan closing of the 184 Guaranteed Construction/Permanent Loan, for which I/we have applied to

_____ (lender), all the proceeds designated for the construction in the amount of \$_____ (received from the borrower/loan proceeds), are to be placed in an interest bearing escrow account. If there are remaining construction funds in the Construction Escrow Account after the Final Release is processed, _____ (lender), must apply those funds in accordance with the 184 Program Guidelines.

I/We hereby request that _____ (lender), after final inspection is satisfactorily complete and the final release has been processed, apply the net income (interest) earned by the Construction Escrow Account accordingly:

- ☐ Pay the net interest income directly to me/us.
- ☐ Apply the net interest income directly to the mortgage principal balance for an equal amount of principal reduction.
- ☐ Other: _____

This account is not, nor shall it be treated as an escrow for the paying of real estate taxes, insurance premiums, delinquent notes, ground rents, or assessments.

I/We further acknowledge, that if required to protect the priority of the Security Instrument, that _____ (lender) may retain the holdback, for a period not to exceed 35 days (or the time period to required by law to file a lien, whichever is longer), to ensure compliance with state lien waiver laws or other state or tribal requirements. A copy of the final inspection report and Final Release Notice will be provided to me/us.

I/We further understand that the Appraiser and Inspectors obligation is to assist the lender in determining the eligibility of the property for OLG guarantee purposes only and that I/we are responsible to determine the soundness of the property before and after construction, including value, cost estimates and the ability of the contractor to complete the construction in a satisfactory workman like manner in compliance with all accepted exhibits and local codes and ordinances.

Borrower Signature (DATE)

Co-Borrower Signature (DATE)

HUD-50125- (09/2012)



Office of Public & Indian Housing

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Section 184 Case #:

CONSTRUCTION LOAN RIDER

THIS CONSTRUCTION LOAN RIDER is made this _____ day of, 20__ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (Security Instrument) of the same date given by the undersigned (Borrower) to secure Borrower's Note (Note) to

(lender) of the same date and covering the property described in the Security Instrument and located at:

(property address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. All replacements and additions, and Borrower's interest in the Construction Escrow Account established in connection with this Security Instrument shall be covered by this Security Instrument.
- B. Loan proceeds are to be advanced for the construction of the premises in accordance with the Construction Loan Agreement dated _____, 20__, between the borrower and lender. This agreement is incorporated by reference and made a part of this mortgage. No advances shall be made unless approved by the Assistant Secretary of Public and Indian Housing, Department of Housing and Urban Development.
- C. If the construction is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the lender is vested with full authority to take the necessary steps to protect the construction and the property from harm, continue existing contracts or enter into necessary contracts to complete the construction. All sums expended for such protection shall be added to the principal indebtedness, and be secured by the mortgage and be due and payable on demand with interest as set out in the note.
- D. If the borrower fails to make any payment or to perform any other obligation under the loan, including the commencement progress, and completion provisions of the Construction Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of the lender, be in default.

BY SIGNING BELOW, Borrower accepts and agrees to the terms of the covenants contained in this Construction Loan Rider.

Borrower/Date

Borrower/Date

HUD-50112 (09/2012)



Office of Public & Indian Housing

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TITLE WORK/TRUST LANDS

Fee Simple Land

- Preliminary Title report

Tribal Trust Land

- Land Status and Jurisdiction FORM [HUD-50114](#)
- Certified true copy of the current [lease](#) with all signatures.
- Final certified Title Status Report and BIA recorded mortgage Instrument/Riders (within one year of the loan closing to include the recorded lease to include the consent to mortgage from all owners if fractionated) and Leaser Approval to Refinance

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TITLE WORK/TRUST LANDS

Tribal Trust Land- TSR

First CERTIFIED TSR: age -6 months or less for lending on tribal land

The lender orders the TSR through the BIA Realty Agency Office and obtains the first TSR prior to underwriting the loan (when loan is being originated).

The lender needs the initial TSR to commence the loan process.

After first TSR is received lender proceeds with underwriting and approval. Firm commitment issued; valid for 60 days. Sometime during the 60-day validity the lender will close the loan.

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TITLE WORK/TRUST LANDS

Tribal Trust Land- TSR-cont'd

After closing a Second CERTIFIED TSR:

The lender orders a second TSR through the BIA Realty Agency Office after the loan is closed.

The lender must send to the BIA Realty Agency office the mortgage for recordation.

The lender provides HUD with final certified TSR (12 months or less) showing the leasehold and mortgage on title. Upon receipt HUD will proceed with review and endorsement of the loan.

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TITLE WORK/TRUST LANDS

Individual Allotted Trust Land (No Lease)

- Final certified Title Status Report and BIA recorded mortgage Instrument/Riders (current within six months of the loan closing to include the recorded lease and the consent to mortgage from all owners if fractionated Leasehold instrument (with all signatures as required)
- Land Status and Jurisdiction FORM [HUD-50114](#)
- Certified true copy of the current [lease](#) with all signatures

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OMB Approval No. 2577-0200
(exp. 2/29/2016)

LAND STATUS AND JURISDICTION FORM SECTION 184 INDIAN HOUSING LOAN GUARANTEE PROGRAM HUD, OFFICE OF NATIVE AMERICAN PROGRAMS

APPLICANT NAME: _____

CO-APPLICANT NAME: _____

LENDER: _____

TRIBE: _____

PROPOSED PROPERTY ADDRESS/LOCATION:

LAND STATUS:

____ TRIBAL TRUST LAND

____ FEE SIMPLE LAND

____ ALLOTTED OR INDIVIDUAL TRUST LAND

____ RESTRICTED FEE

____ LAND ASSIGNMENT

____ TRIBAL LEASEHOLD

DOES THE TRIBE HAVE A TRIBAL COURT SYSTEM: ____ YES ____ NO

IF YES, DOES THE TRIBAL COURT SYSTEM HAVE JURISDICTION TO HEAR
FORECLOSURE AND/OR EVICTION CASES FOR THE PROPOSED SITE:

____ YES ____ NO

SIGNATURE OF TRIBAL OFFICIAL: _____

TITLE/NAME OF TRIBE: _____

DATE: _____

Form HUD-50114 (2/14/2013)



Office of Public & Indian Housing

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RESIDENTIAL LEASE OF TRIBAL OWNED LAND

Lease No.
Contract No.

THIS Lease is made and entered into by and between _____ for and on behalf of
Tribe of Indians, hereinafter designated as "Lessor," and _____
_____, members of the _____ Tribe and residing upon the
Indian Reservation, hereinafter designated as "Lessee."

WITNESSETH

1. SECRETARIAL APPROVAL; FEDERAL AGENCY APPROVAL; DEFINITIONS OF FEDERAL AGENCY, TRIBE, and LENDER. As used in this Lease, the term "Secretary" means the Secretary of the Interior or his or her duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended, 25 U.S.C. § 415, as implemented by Title 25, Code of Federal Regulations, Part 162. The form of this Lease has been accepted by the Secretary of Housing and Urban Development (HUD) pursuant to 24 C.F.R. § 203.43h(c), which implements Section 248 of the National Housing Act, 12 U.S.C. § 1715z-13, for use in connection with Federal Housing Administration (FHA) insurance of a mortgage on the interest created by this Lease, and pursuant to 24 C.F.R. § 1005.107, which implements Section 184 of the Housing and Community Development Act of 1992 (Pub. L. 102-550) for use in connection with HUD's issuance of a loan guarantee of a mortgage on the interest created by this Lease. The form of this Lease has also been accepted by the Secretary of the United States Department of Agriculture (USDA) for use in connection with the issuance by USDA or its Rural Housing Service (RHS) of a direct or guaranteed loan pursuant to section 502 of the Housing Act of 1949 as amended, 42 U.S.C. § 1472, and accepted by the Secretary of the Veterans Affairs (VA) for use in connection with the issuance by VA of a direct or guaranteed loan pursuant to chapter 37 of Title 38, United States Code, secured by the interest created by this Lease. As used in the context of this Lease, the term "Tribe or Tribal" refers to the respective Tribe who enters into this Lease as the "Lessor". For future reference, "Federal Agency" refers to HUD, VA, and USDA. When used in this Lease, the "lender" is any mortgagee that a Federal Agency has approved or a Federal Agency which makes a direct loan. With respect to mortgages which are insured under Section 248 of the National Housing Act, the lender must be approved by the Federal Housing Administration. The term "lender" also includes any of the lender's successors or assigns of the lender's right, title to, or interest in, the Mortgage and any subsequent noteholder secured by the Mortgage. The assignment of the mortgage or any interest therein does not require the consent of the Tribe.

2. PREMISES. Lessor hereby Leases to the Lessee all that tract or parcel of land situated on the _____ Indian Reservation, County of _____, State of _____, and described as follows (the Leased Premises):

[description], _____ County, _____ Indian Reservation,
_____, approximately _____ acres.

3. USE OF PREMISES. The purpose of this Lease is to enable the Lessee to construct, improve, and maintain a dwelling and related structures on the Leased Premises, and otherwise to use said premises as a principal residence. The Lessee agrees not to use any part of the Leased Premises for any unlawful conduct or purposes and will comply with all applicable Federal Laws.

4. TERM. Lessee shall have and hold the Leased Premises for a term of _____ years beginning on the effective date of this Lease. This Lease may not be terminated by either or both parties during its term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, is mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender and, if the loan is guaranteed, insured, or made by a Federal Agency, a written consent of that agency is also required. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the Leased Premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any

conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase. In the event a Federal Agency acquires a mortgage on the interest created by this Lease by assignment from a lender, the Lessor shall not terminate the Lease without the written consent of the respective Federal Agency, as long as the mortgage is in force.

5. RENT. The improvement of housing for Tribal families is a public purpose of the Lessor. The consideration for this Lease is (1) the obligation of Lessee to further said purpose, (2) the promise hereby given by Lessee to pay the Lessor rent at the rate of \$ _____ per _____, (3) the extinguishment, hereby agreed to by Lessee, of any and all use rights heretofore held by Lessee in the Leased Premises, so that Lessee shall hereafter hold rights only by virtue of this Lease, and (4) other good and valuable considerations, the receipt of which is hereby acknowledged by Lessor. Rent may be subject to adjustment pursuant to 25 CFR 162.

6. IMPROVEMENTS. All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. During the term of this Lease, Lessee shall obtain any necessary governmental permits, approvals or authorization required for the construction and use of all improvements he or she (they) places or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements.

7. USE RIGHT. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall be entitled to use rights in the Leased Premises if qualified under the laws of the Tribe. If not so eligible, Lessee, his or her (their) subLessee and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the Leased Premises and all improvements thereon which have not been relocated as permitted under Paragraph 23 of this Lease, which shall be the property of the Tribe.

8. FEDERAL SUPERVISION.

- (a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.
- (b) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom.

9. QUIET ENJOYMENT. Lessor agrees to defend the title to the Leased Premises and also agrees that Lessee and any successors shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other persons whomsoever, except if the requirements of any part of this Lease are not kept by the Lessee. Notwithstanding the foregoing, Lessee and his or her (their) assigns is (are) subject to all the laws of the Tribe to the same extent as any other Tribal member or resident.

10. ASSIGNMENT AND SUBLEASE. (a) Except as otherwise provided herein, Lessee shall not assign or sublet this Lease without the prior written consent of the Lessor and sureties (as found in 25 CFR 162), and approval of the Secretary of the Interior. If this Lease and/or any improvements on the Leased Premises are mortgaged or pledged as security for a loan, Lessee shall not assign or sublet this Lease without the written approval of the lender and the respective Federal Agency. Lessee may assign the Lease and deliver possession of the Leased Premises, including any improvements thereon, to the lender or its successors, or Federal Agency guaranteeing or insuring the loan, if Lessee default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the Leased Premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this Lease or possession of the Leased Premises to a successor Lessee; provided, however, that the Lease may only be transferred to another member of the Tribe or tribal entity. Nothing in this Lease shall prevent the Lessee, with the approval of the Secretary of the Interior and the Secretary of HUD (for Section 248 insured loans), from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the purchase of a dwelling,

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refinancing of an existing mortgage, construction and/or improvement of a dwelling and related structures, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee, or assigns. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or a lending agency of the United States Government, where no such consent or approval of Lessor shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the Leased Premises without the prior written consent of Lessor and the approval of the Secretary.

Notwithstanding the provisions contained above, the following additional requirements shall be applicable to a Lease which secures a mortgage insured, guaranteed or held by a Federal Agency:

(b) Notwithstanding that the term sublease is used herein, the Lessee shall not sublease the premises if the Lease is the security for a mortgage insured under Section 248. The Lessee may assign the lease in accordance with the terms hereunder.

In the event a Federal Agency is the lender or acquires the mortgage secured by this Lease, and subsequently acquires said Lease by foreclosure, or by the assignment of said Lease by Lessee, his or her (their) Lessees or assigns (for which the approval of the Tribe is not required), then:

- (1) The appropriate Federal Agency, (the Agency involved in this transaction) will notify the Tribe of the availability of the Lease for sale, the sales price of the home and other terms of sale.
- (2) The Lease may only be assigned to another tribal member or tribal entity, except that the appropriate Federal Agency may lease the Leased Premises to a non-member under the conditions specified herein. Any such sublease or assignment shall be executed consistent with tribal law and Federal law.
- (3) If a purchaser is found, the Lease will be transferred by the Federal Agency, to the purchaser, with the prior written consent of the appropriate Tribe.
- (4) If a purchaser cannot be found, the appropriate Federal Agency, shall be entitled to sublease the Leased Premises and improvements without the prior written approval of the Tribe. Such sublease shall be to a member of the Tribe, unless a tribal member Lessee cannot be found, in which case the Federal Agency may sub-Lease to any individual. The term of the initial Lease period and any succeeding period shall not exceed one year each. Any purchase of the Lease shall be subject to any sublease by the Federal Agency pursuant to this subsection.
- (5) No mortgagee (except a Federal Agency as mortgagee or assignee of a mortgagee) may obtain title to the interest created by this Lease without the prior written consent of the Tribe.

In the event that the lender is the entity responsible for acquiring the Lease and the leasehold estate by foreclosure, the lender shall have the rights of the Federal Agency who had insured or guaranteed the foreclosed mortgage under subparagraphs (1) through (5) above, provided this sentence does not apply to loans insured under HUD/FHA's Section 248 program.

11. **OPTION.** Subsequent to Lessee's breach of any covenant or agreement under a mortgage or other security instrument for which the Lease or any improvements on the Leased Premises are pledged as security, and upon the expiration of any applicable cure period, the Lessor shall have an option (the "option" herein) to acquire the Lessee's Leasehold interest, (subject to all valid liens and encumbrances) upon either payment in full of all sums secured by the mortgage or assumption of the loan with the approval of the lender or the applicable Federal Agency as evidenced by the note and mortgage and execution of an assumption agreement acceptable in all respects to the Lender. Such option is subject to the following conditions:

- (a) If the Lessee or any assignee of Lessee fails to cure the default, The lender shall give written notice to the Lessor and any applicable Tribal housing authority of Lessee's or its assignee's failure,
- (b) If the Lessee fails to cure the default, and said notice shall be given before the lender or successor invokes any other remedies provided under the mortgage or by law. Thereafter, the lender may issue an acceleration notice to the Lessee, its Lessees or assigns, under the mortgage or other security instrument, requiring the Lessee, its Lessees or assigns to pay all sums secured by the mortgage or other security instrument. If the Lessee, its Lessees or assigns fail to cure the default in accordance with the terms of the lender's acceleration notice, the lender shall give the Lessor written notice of said failure to cure. The Lessor may exercise its option at any time within thirty (30) days of the date of the lender's written notice to the Tribe of said failure to cure. This option shall be exercised by notice in writing from the Lessor to the Lessee and the lender.
- (c) Notwithstanding the Lessor's option to acquire the Lessee's interest in the Leased Premises, such option shall be subject to any right the Lessee may have under the mortgage or by law to reinstatement after the acceleration, and the right to bring appropriate court action to assert the non-existence of a default or any other defense to acceleration and sale or foreclosure.
- (d) The estate acquired by the Lessor through the exercise of the option shall not merge with any other estate or title held by the Lessor as long as the leasehold interest or any improvements on the Leased Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and the leasehold interest shall remain subject to any valid and subsisting mortgage or other security instrument.

12. **RESERVATIONS:** Lessee shall use the premises exclusively for residential purposes, except as otherwise agreed to by the parties. Any rights not expressly provided are reserved by the Lessor.

Minerals: The Lessor reserves all rights, as owned by the Lessor, to all mineral rights, including but not limited to oil, gas, or hydrocarbon substances. The Lessor shall not exercise surface entry in connection with reserved mineral rights without prior consent of the Lessee and sureties (as found in 25 CFR 162).

Timber: The Lessor reserves all rights, as owned by the Lessor to timber and forest products on the premises.

Water: The Lessor reserves all rights, as owned by the Lessor, to water on the premises, except that which is needed for residential purposes.

13. **EFFECTIVE DATE.** This Lease and all its terms and provisions shall be binding upon the successors, and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on the day of , or upon the date of approval by the Secretary, whichever is later.

14. **OBLIGATION TO THE UNITED STATES.** It is understood and agreed that while the Leased Premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of his, hers (theirs) sureties, are to the United States as well as to the owner of the land.

15. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

16. **VIOLATIONS OF Lease.** It is understood and agreed that violations of this Lease shall be acted upon in accordance with the regulations in 25 C.F.R. Part 162.

17. **CARE OF PREMISES.** It is understood and agreed that the Lessee is to keep the premises covered by this lease in good repair. Lessee shall not commit or permit to be committed any waste whatever on said premises and shall not remove or tear down any building or other improvements thereto, but shall keep the same in good repair. Lessee shall not destroy or permit to be destroyed any trees, except with the consent

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of the Lessor and the approval of the Secretary, and shall not permit the premises to become unsightly. The Lessee will be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except for the usual wear and decay.

18. **FORCE MAJEURE.** Whenever under this instrument a time is stated within which or by which original construction, repairs or re-construction of said improvements shall be completed, and if during such period any cause reasonably beyond the Lessee's power to control occurs, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

19. **INSPECTION OF THE PREMISES.** The Secretary, lender, applicable Federal Agency, and the Lessor and their authorized representative shall have the rights, at any reasonable times during the term of this lease, and with reasonable notice, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

20. **INDEMNIFICATION.** Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use for the premises by Lessee, together with all costs and expenses in connection therewith.

21. **UTILITIES.** Neither the Lessor nor the United States shall have any obligation to provide utilities as of the commencement of this Lease. In the event that the Lessee requires utilities, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which the Lessor will not unreasonably withhold. The Lessee shall pay, as they become due, all bills for electricity and other utilities that are furnished to the leased premises.

22. **LATE PAYMENT INTEREST.** It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest will be assessed at the existing prime rate, plus three (3) percent, times the amount owned for the period during which payments are delinquent. Interest will become due and payable from the date such rental becomes due and will run until said rental is paid. The interest rate formula is Interest = (Prime rate + 3%) times (x) amount due.

23. **RIGHT OF REMOVAL.** Upon the termination of the lease, the Lessee of a one-unit single family dwelling shall be entitled, within _____ days, to remove the dwelling and related structures from the leased premises and relocate such improvements to an alternative site, not located on the leased premises. Any Lessee who exercises such a right shall be required to pay all costs related to the relocation of the dwelling unit. Lessee shall leave the land in good order and condition. All other improvements shall become the property of the Lessor at the expiration of this lease. This paragraph does not apply to Section 248 insured mortgage loans

24. **INSURANCE.** The Lessee agrees, so long as this lease is in effect, to keep buildings and improvements on the leased premises insured against loss or damage by fire with extended coverage endorsements in an amount equal to the full insurable value of the buildings and improvements insured. Said policy is to be made payable to the Bureau of Indian Affairs for the benefit of the Lessor. Said policy or policies shall be deposited with the Secretary and Lessee shall pay all premiums and other charges payable in respect to such insurance and shall deposit with the Secretary the receipt for each premium or other charge as paid or satisfactory evidence thereof. Except, during such time that a mortgage is in effect against this Leasehold interest, that said policy is to be made jointly payable to the Lessee and the Lender, and premium payments provided for per specific requirements of the Lender.

25. **ADDITIONS.** Prior to execution of this Lease, provision (s) number (s) _____
has (have) been added hereto and by reference is (are) made a part hereof.

WITNESS: _____, Lessor

WITNESS: _____, Lessee

APPROVED:
SECRETARY OF THE INTERIOR

BY: _____ Date _____

This lease is approved pursuant to the authority delegated by _____

Approving Official _____

Date _____



Office of
Native American
Programs

Office of Public & Indian Housing

END OF PRESENTATION



Questions?

Contact List for Office of Loan Guarantee

Krisa Johnson	Director	Krisa.M.Johnson@hud.gov	202-402-4978
Jeffery Glass	Deputy Director	Jeffery.B.Glass@hud.gov	202-402-2355
Brian Cook	Senior Loan Guarantee Specialist	Brian.W.Cook@hud.gov	202-402-7419
Roy Schaeffer	Senior Loan Guarantee Specialist	Roy.Schaeffer@hud.gov	202-404-6737
Jake Coury	Native American Program Specialist	Jake.R.Coury@hud.gov	202-402-3507
Kevin Hickey	Loan Guarantee Specialist	Kevin.R.Hickey@hud.gov	202-402-2165
Mansoor Deen	Loan Guarantee Specialist	Mansoor.Aftabodeen@hud.gov	202-402-4061
Thelma Pillay	Loan Guarantee Specialist	Thelma.Y.Pillay@hud.gov	202-402-2786
Andrika Wagstaff	Loan Guarantee Specialist	Andrika.M.Wagstaff@hud.gov	202-402-2506