SECTION 184
INDIAN
HOUSING LOAN
GUARANTEE
PROGRAM

ENDORSEMENT DELIVERY
PACKAGE TRAINING
APRIL 21, 2020
Krisa M. Johnson
Director
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.
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:

- 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
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. 

• 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.
No Enrollment Number

Watch for Expired Dates
US Government Photo Identification (driver’s license/passport etc.)

- Must be a clear copy
- Must not be expired
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.
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
From: notification@pay.gov
Sent: Thursday, March 5, 2020 10:14 AM
To: 
Subject: Pay.gov Payment Confirmation: Native American Loan Guarantee Fee (LGF)

An official email of the United States government

Pay.gov

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.
Case Number Request Form [HUD-50131](https://www.hud.gov/sites/documents/HUDForm50131.pdf)

- Located on Section 184 lender site


- Followed by the Case Number confirmation issued by the Office of Loan Guarantee.
Reservation of Funds Issuance Form HUD-50143

• Located on Section 184 lender site

• 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.
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 on file 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 reinstate 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 requests. 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.
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
<table>
<thead>
<tr>
<th>Section 184 Case Number</th>
<th>Attended Homebuyer Education (yes or no)</th>
<th>Type of Construction (mark with X)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a. Borrower's Name</td>
<td>2a. Social Security # xxx-xx-xxxx</td>
<td>a. Existing Construction</td>
</tr>
<tr>
<td>6. Mortgage without LG Fee</td>
<td>6a. Total LG Fee (1.5% of mortgage)</td>
<td>7. Loan Closing Costs</td>
</tr>
<tr>
<td></td>
<td>6b. Mortgage w/LG Fee</td>
<td>a. Total Closing Costs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Loan paid by Seller</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>8. Current housing expense</td>
<td>9. Loan Term (years)</td>
<td>10. Interest rate (%)</td>
</tr>
<tr>
<td></td>
<td>11. First-time homebuyer (yes or no)</td>
<td>12. Appraised Value</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13. Section 184 Mortgage Limit</td>
</tr>
<tr>
<td>a. Contract Sale Price or Construction Cost</td>
<td>a. Total installment debt</td>
<td>$0.00</td>
</tr>
<tr>
<td>b. Repairs and Improvements</td>
<td>b. Child support, etc.</td>
<td>$0.00</td>
</tr>
<tr>
<td>c. Sales Concession (subtracted this amount)</td>
<td>c. Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Acquisition costs (sum of lines 1a + b - c)</td>
<td>d. Total monthly payments</td>
<td>$0.00</td>
</tr>
<tr>
<td>e. Secondary Financing Amount</td>
<td>17. Future monthly payments</td>
<td></td>
</tr>
<tr>
<td>f. Multiply Acquisition cost (line 14) by 0.9725 if greater than $50,000</td>
<td>18a. Principal &amp; Interest - 1st mortgage</td>
<td>$0.00</td>
</tr>
<tr>
<td>f. Multiply Acquisition cost (line 14) by 0.9725 if $50,000 or less</td>
<td>18b. Homeowner's Association Fee</td>
<td>$0.00</td>
</tr>
<tr>
<td>g. Max Mortgage w/LG Fee (cost of lines 14, 15, or 18b)</td>
<td>18c. Ground rent/lease payment</td>
<td>$0.00</td>
</tr>
<tr>
<td>h. Mortgage Amount (max LG Fee NOT To Exceed 15%)</td>
<td>19a. Principal &amp; Interest - 2nd mortgage</td>
<td>$0.00</td>
</tr>
<tr>
<td>i. Required down payment (line 14 - line 15 - line 16)</td>
<td>19b. Hazard and Flood Insurance</td>
<td>$0.00</td>
</tr>
<tr>
<td>j. Discounts</td>
<td>20a. Termite &amp; pest control inspections</td>
<td>$0.00</td>
</tr>
<tr>
<td>k. Prepayable expenses</td>
<td>20b. Monthly maintenance payment $0.00</td>
<td></td>
</tr>
<tr>
<td>l. Prepayable expenses in cash (Add LG Fee costs)</td>
<td>20c. Total mortgage payments</td>
<td>$0.00</td>
</tr>
<tr>
<td>m. Non-real estate or other items (explain below)</td>
<td>20d. Total fixed payments</td>
<td>$0.00</td>
</tr>
<tr>
<td>n. Total requirements (sum of lines 14 thru line 14m)</td>
<td>20e. Ratio/Residual Income</td>
<td>$0.00</td>
</tr>
<tr>
<td>o. Amount paid in cash or other (explain)</td>
<td>20f. Loan-to-Value (LTV) = (Lines 12 x 14b / 12)</td>
<td>$0.00</td>
</tr>
<tr>
<td>p. Amount to be paid in cash or other (explain)</td>
<td>20g. Value (Lines 12 x 0.9725 if less than $50,000)</td>
<td>$0.00</td>
</tr>
<tr>
<td>q. Amount to be paid in other (explain)</td>
<td>20h. (Lines 14) x 0.9725 if over $50,000</td>
<td>$0.00</td>
</tr>
<tr>
<td>r. Assets available</td>
<td>20i. Total Fixed DTI Ratio (Lines 17 / 15)</td>
<td>$0.00</td>
</tr>
<tr>
<td>22. Monthly Effective Income</td>
<td>16. Credit Analysis/Property</td>
<td></td>
</tr>
<tr>
<td>19. Current Market Value of Property</td>
<td>23. Borrower's Total Income</td>
<td>$0.00</td>
</tr>
<tr>
<td>20. Co-borrower's total income</td>
<td>24. Borrower's Equity in Property</td>
<td>$0.00</td>
</tr>
<tr>
<td>21. Total Amount of Gifts</td>
<td>25. Close LBD / GSA (Y / N)?</td>
<td></td>
</tr>
</tbody>
</table>

Comments: (Attach additional paper if needed)
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
### Section 184 Loan Guarantee Program

#### Allowable Costs for Rehabilitation or Single Close Loans

<table>
<thead>
<tr>
<th>Allowable Costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Costs of Repair or Construction Costs (from Specification of Repair or Contractor’s bid)</td>
<td>$0.00</td>
</tr>
<tr>
<td>2. Contingency Reserve on Construction Costs (10%)</td>
<td>$0.00</td>
</tr>
<tr>
<td>3. Contingency Reserve for Site Work for Manufactured Construction (10%)</td>
<td>$0.00</td>
</tr>
<tr>
<td>4. Inspection Fee: Number of Pass X $0.00 per inspection</td>
<td>$0.00</td>
</tr>
<tr>
<td>5. Title Update Fee: Number of Pass X $0.00 per item</td>
<td>$0.00</td>
</tr>
<tr>
<td>6. Mortgage Payment Escrow: Number of Months X $0.00 per monthly payment</td>
<td>$0.00</td>
</tr>
<tr>
<td>7. SUBTOTAL for Rehabilitation or Construction Escrow Account (Total of 1-6)</td>
<td>$0.00</td>
</tr>
<tr>
<td>8. Less: Balance Remaining for HUD purchase</td>
<td>$0.00</td>
</tr>
<tr>
<td>9. Less: Minimum of 10% Deposit for Manufactured Home purchase</td>
<td>$0.00</td>
</tr>
<tr>
<td>10. Less: Architectural and Engineering Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>11. SUBTOTAL for release at closing (Total of 7-10)</td>
<td>$0.00</td>
</tr>
<tr>
<td>12. Total Land Equity Land Value (Cost item 11) - Balance Remaining for Land purchase (less 8)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

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### Loan Information

<table>
<thead>
<tr>
<th>Place X in Box to Left if reduction in term for new loan</th>
</tr>
</thead>
</table>

**Current Loan:**

<table>
<thead>
<tr>
<th>Field</th>
<th>MCAW Line 14a</th>
<th>MCAW Line 14d</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: These figures will need to transfer to the Acquisition MCAW in the appropriate fields.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Unable to Refinance this Loan

*Error: Loan Term not Seasoned!*

**Unable to Refinance this Loan:**

- HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (16 U.S.C. 1001, 1019, 1012, 31 U.S.C. 3107).
- By signing this form, the undersigned certify that the information stated herein and all information provided in the accompanying bereavement, is true and accurate.

**Signature of HUD Underwriter:**

**Date:**
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
This is a certified true and correct copy of the original.

February 28, 2020
[Date]

[City]

[Property Address]

1. BORROWER’S PROMISE TO PAY
In return for a loan that I have received, I promise to pay U.S. $[241, 828.60 (this amount is called “Principal”), plus interest to the order of the Lender. The Lender 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 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, 2020, 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
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 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 4.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.
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 a , a wife and husband. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is a National Banking Association organized and existing under the laws of the United States of America. Lender's address is . 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 (specify) Rider for Section 184 Mortgage for Simple Property Only

FHA Oklahoma Mortgage - 6925
Page 1 of 13

Initials:
RIGHT SIDE OF BINDER - Riders

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 Alienable 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 1962, 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 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
Section 184 Case #:  

RIDER FOR SECTION 184  
INDIVIDUAL ALLOCATED 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 Development Act grants to any such court the jurisdiction to convey the property to the Secretary and to order eviction of the tenant 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 of 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 THIE serving the Indian tribe.  

3. This Security Instrument may be amended, subject to credit approval by the Lender/HUD by any eligible tribal member, the Indian tribe, or the Indian housing authority or THIE serving the Indian tribe.  

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 90 days of completion of construction and 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 house shall not be used as 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:  

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 Lessee/Holder) is executing this mortgage for the sole purpose of encumbering the interest he owns in the land which is security for the mortgage and the note referenced herein. However, he 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 mortgagees.  

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 interest of the Borrower in the property described above was created by a lease agreement from _________ as lessee 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 the Secretary the remaining life of a lease on the property and to order eviction of the tenant Borrower.  

C. Any purchase of property made other than the Secretary must receive the written consent of the lessee or, if the property is not an Indian tribe, the tribe of which lessee is a member. The purchase shall require 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:  

Office of Native American Programs  
Office of Public & Indian Housing  
U.S. Department of Housing and Urban Development
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.
Closing Disclosure

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

**Transaction Information**
- **Buyer:** Michael Jones and Mary Smith
- **Seller:** Joe and Amy Smith
- **Property:** 456 Somewhere Ave, Anytown, ST (12345)
- **Property Condition:** Good
- **Closing Date:** 4/15/2013
- **Loan Type:** Conventional
- **Loan Amount:** $162,000
- **Interest Rate:** 3.875%

**Closing Costs**
- **Loan Amount:** $162,000
- **Interest Rate:** 3.875%
- **Monthly Principal & Interest:** $761.78
- **Prepayment Penalty:** YES - As high as $3,240 if you pay off the loan during the first 2 years
- **Estimated Taxes, Insurance & Assessments:** $356.31/month
- **Closing Costs:** $8,712.10
- **Cash to Close:** $14,147.26

---

### Cost to Close
- **Interest Rate:** 3.875%
- **Loan Amount:** $162,000
- **Interest Rate:** 3.875%
- **Estimated Taxes, Insurance & Assessments:** $356.31/month
- **Estimated Closing Costs:** $8,712.10
- **Cash to Close:** $14,147.26

---

### Loan Costs

<table>
<thead>
<tr>
<th>Loan Costs</th>
<th>Amount ($)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Origination Charges</td>
<td>$1,500.00</td>
<td>Application Fee</td>
</tr>
<tr>
<td>Processing Fees</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Total Closing Costs</td>
<td>$3,000.00</td>
<td></td>
</tr>
</tbody>
</table>

---

### Calculating Cash to Close

**Total Loan Amount:** $162,000

**Loan Amount:** $162,000

**Total Closing Costs:** $3,000.00

**Cash to Close:** $14,147.26

---

### Closing Changes

**Changes from Loan Estimate:**
- **Originating Interest Rate:** 3.875%
- **Loan Amount:** $162,000
- **Estimated Taxes, Insurance & Assessments:** $356.31/month
- **Estimated Closing Costs:** $8,712.10

---

### Summary of Transactions

**PURCHASING TRANSACTION**
- **Cash to Buyer at Closing:** $14,147.26

**SELLER'S TRANSACTION**
- **Cash to Seller at Closing:** $162,000.00

---

**Adjustments**
- **Closing Costs:** $3,000.00
- **Closing Costs:** $3,000.00
- **Estimated Taxes, Insurance & Assessments:** $356.31/month
- **Estimated Closing Costs:** $8,712.10

---

**Other Costs**
- **Other Costs:** $1,000.00
- **Other Costs:** $1,000.00
- **Other Costs:** $1,000.00

---

**Total Closing Costs:** $8,712.10

**Cash to Close:** $14,147.26
## Loan Disclosure

### Assumption
- If you need to transfer this property to another person, your lender may require you to transfer your rights under certain conditions. This person must agree to continue making payments on the loan.

### Rate Payment
- If your payments are more than 15 days late, your lender may charge a late fee equal to 5% of the monthly principal and interest payment.

### Negative Amortization
- If your loan amount is more than 100% of the property's value, you may have negative amortization. This means your loan amount may increase if you default on payments, and your payments may decrease if your loan amount decreases.

### Partial Payments
- You may make partial payments that are less than the full amount due. Partial payments must be applied to your account in the order in which they are received. If your loan has a negative amortization feature, your lender may have a different policy.

### Security Interest
- You are granting a security interest in the property to your lender. This means you agree to use the property as collateral for your loan. If you fail to make your payments, your lender may repossess the property.

## Other Disclosures

### Total Payments
- Total amount you will pay after your loan is paid off (including principal, insurance, and taxes, if applicable).

### Finance Charge
- The total finance charge on your loan.

### Amount Financed
- The loan amount available to you after paying your down payment.

### Annual Percentage Rate (APR)
- The total interest rate you will pay over the life of your loan.

### Total Interest Payments
- The total amount of interest you will pay over the loan term at a percentage of your loan amount.

### Other Questions
- If you have any questions about the disclosures on this page or the contact information below, please contact the information listed below.

## Loan Calculations

<table>
<thead>
<tr>
<th>Loan Calculation</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Payments</td>
<td>$280,803.36</td>
</tr>
<tr>
<td>Finance Charge</td>
<td>$110,810.27</td>
</tr>
<tr>
<td>Amount Financed</td>
<td>$162,000.00</td>
</tr>
<tr>
<td>Annual Percentage Rate (APR)</td>
<td>4.374%</td>
</tr>
<tr>
<td>Total Interest Payments</td>
<td>$69.66%</td>
</tr>
</tbody>
</table>

## Contact Information

- **Lender:** First Bank
- **Mortgage Broker:** Omega Real Estate Brokers, Inc.
- **Real Estate Broker:** Alpha Real Estate Brokers
- **Settlement Agent:** Equinox Title Co.

- **Address:** 1234 Main St., Suite 1234, Anytown, USA
- **Phone:** 123-456-7890

- **NMLS ID:** 123456
- **ST License ID:** 789012

- **Contact:** Jan Smith (555-1234)

- **Email:** jan.smith@mybank.com

## Confirm Receipt
- By signing this form, you are acknowledging 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:**

---

**Office of Public and Indian Housing**

**U.S. Department of Housing and Urban Development**
• 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
Uniform Residential Loan Application

This application is designed to be completed by the applicant with the borrower’s assistance. Applicants should complete the forms in “Borrower” or “Co-Borrower” as applicable. Co-Borrowers sharing an interest in the property may each request a copy of all documents. Any change in the number of signatures must be noted. The signature block should be completed before witnesses sign the mortgage or other paper. The borrower’s signature must be witnessed on all applications. Co-Borrowers must each sign their own application. The security property is included as a collateral property unless otherwise noted. Co-Borrowers should sign and date the application as if each were signing an application for the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN

<table>
<thead>
<tr>
<th>Mortgage Application</th>
<th>VA</th>
<th>Conventional</th>
<th>FHA/USDA</th>
<th>USDA Direct</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Amount</td>
<td>$100,000</td>
<td>$95,000</td>
<td>$105,000</td>
<td>$110,000</td>
<td>$115,000</td>
</tr>
<tr>
<td>Interest Rate</td>
<td>4.50%</td>
<td>4.75%</td>
<td>5.00%</td>
<td>5.25%</td>
<td>5.50%</td>
</tr>
<tr>
<td>Term</td>
<td>30 years</td>
<td>15 years</td>
<td>20 years</td>
<td>25 years</td>
<td>30 years</td>
</tr>
</tbody>
</table>

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot</td>
<td>$20,000</td>
</tr>
<tr>
<td>Building</td>
<td>$180,000</td>
</tr>
</tbody>
</table>

III. BORROWER INFORMATION

Co-Borrower Information

<table>
<thead>
<tr>
<th>Borrower’s Name (as shown on driver’s license)</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>123-45-6789</td>
</tr>
</tbody>
</table>

IV. EMPLOYMENT INFORMATION

<table>
<thead>
<tr>
<th>Borrower’s Name</th>
<th>Employment Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>Employee of XYZ Company</td>
</tr>
</tbody>
</table>

V. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is required by the Federal government in order to monitor certain types of loan activity in order to ensure that loans are originated in accordance with applicable laws and regulations. This information may be used for purposes of various law enforcement and regulatory activities, including but not limited to, loan origination, underwriting, and servicing. The following information must be provided:

- Borrower’s Name
- Social Security Number
- Address
- Employment Information
- Credit Score

By signing this application, I acknowledge that I have read and understand the information provided and that I agree to the terms and conditions of the loan agreement.
Section 184 Addendum to Uniform Residential Loan Application

Part I - Identify Information

13. First Time Homebuyer? ☐ Yes ☐ No

14. Please indicate type of loan:
   ☐ Conventional
   ☐ FHA
   ☐ VA
   ☐ USDA
   ☐ Rural Development
   ☐ VA Home Loan
   ☐ VA Home Loan
   ☐ Other

Part II - Borrower Certification

16. By signing below, I certify that all information provided herein is true and correct.

Signature of Borrower:
Date:

Signature of Co-Borrower (if applicable):
Date:

Section 184 Addendum to Uniform Residential Loan Application

Page 3 of 4

HUD-5011 (09/2012)
Credit Alert Verification Reporting System

- CAIVRS Printout

- Limited Denial of Participation (HUD LDPs) and GSA Excluded Party List Search (GSA EPLS)
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
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 From 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 $5.

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 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)
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)
Section I. General Information
Inspection Company, Address & Phone
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) at the time of inspection and is not to be construed as an offer to write 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:

☐ A. No visible evidence of wood destroying insects was observed.

☐ B. Visible evidence of wood destroying insects was observed as follows:

1. Insects (description and location)

2. Drywood insect infestation, splits, mortar lines, or other defects (description and location)

3. Visible damage from wood destroying insects was noted as follows (description and location)

NOTE: This is not a structural damage report. If this box is checked, it should be understood that some degree of damage, including hidden damage, may be present. After the inspection, the Buyer should consult with a qualified structural engineer to assess the extent of damage and the need for repairs.

Section III. Recommendations
☐ No action and/or treatment recommended (Explain reasons in Section IV, if checked)

☐ Recommend action 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:

☐ Basement
☐ Crawlspace
☐ Attic
☐ Main Level
☐ Other

Section V. Additional Comments and Attachments
These are an integral part of the report.

Attachments

Signature of Seller(s) or Owner(s): The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

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.

Form NPMA-33 (2010) © 2010 National Pest Management Association. All rights reserved. No reproduction of this form permitted without the express permission of NPMA.
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
**Warranty of Completion of Construction**

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 does 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 guaranteed property and may use it for a final determination as to whether a defect exists and whether the builder must remedy the defect.

For good and valuable consideration, and in accordance with Section 601 of the Housing Act of 1934, and Public Law 82-537 (24 U.S.C. 705), the undersigned Warrantor hereby warrants to the Purchaser (Owner) identified in the caption hereof, and 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 thereto, or changes and variations thereto) 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 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, that in the event (1) the Purchaser(s)/Owner(s) shall not have given notice to the Warrantor prior to the completion of the dwelling thereon, such notice of nonconformity to the Warrantor may be given at any time or times within one year from the date of completion or initial occupancy of said dwelling, whichever first occurs, or (2) where it has been necessary to postpone improvements not a part of nonconformity to the Warrantor or to such improvements may have been given at any time or times within one year from the date of completion of initial occupancy of each such term.

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, materials, or workmanship and materials supplied or performed by the Warrantor or any subcontractor or supplier of any such equipment, material, or workmanship, provided that the buyer purchase the equipment and materials at the Warrantor or the equipment and materials furnished by the Warrantor. Warrantor shall remedy, at the Warrantor’s expense, any defects of equipment, material, or workmanship furnished by the Warrantor. Warrantor shall remedy any work damage in fulfilling the terms and conditions of this warranty.

If a manufactured (mobile) home was erected on this property, the Warrantor further warrants that:

- The property (other than the manufactured (mobile) home) complete with the substantiated construction exhibits; (2) the manufactured home sustained no hidden damage during transportation and erection; and (3) the mobile home was manufactured in separate sections, the sections were properly joined and sealed.

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 guaranteed property, and the person signing the Warrantor represents and certifies that he is authorized to execute the same by the Warrantor and by his/her (their) signature the Warrantor is hereby bound under the terms and conditions of said mortgage. 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.

<table>
<thead>
<tr>
<th>Warranty's Title</th>
<th>Purchaser/Owner(s) Name</th>
<th>Purchaser/Owner(s) Address</th>
<th>Signature</th>
<th>Date (mm/dd/yyyy)</th>
<th>Signature</th>
<th>Date (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Purchaser Notice:**

Any notice of nonconformity must be delivered to the Warrantor within the period or periods set forth above. Warranty: HUD will prosecute false claims and statements. Complaint may result in civil and/or criminal penalties. 18 U.S.C. 641, 105(b), 105(c), 31 U.S.C. 3771, 8002. Provide completed copies of this warranty to both the homeowner and the builder at closing. Include a copy of this warranty in the case binder when sent to HUD.
LEFT SIDE OF PACKAGE
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)
Subterranean Termite Protection Builder's Guarantee

This form is completed by the builder.

Public reporting requirement for the collection of information is estimated to average 1 hour to respond, including the time for reviewing instructions, searching existing data sources, gathering and等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等于等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等等etc...
SINGLE CLOSE 184 APPLICANT ACKNOWLEDGEMENT

If 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 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.

If 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.

If 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.

If we further understand that the Appraiser and Inspectors obligation is to assist the lender in determining the eligibility of the property for 184 guarantee purposes only and that 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.

_________________________________________ (DATE)
Borrower Signature

_________________________________________ (DATE)
Co-Borrower Signature

HUD-50125- (09/2012)
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:

(proper 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)
LEFT SIDE OF PACKAGE
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
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.
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.
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](https://example.com/)

- Certified true copy of the current [lease](https://example.com/with all signatures)
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: ____________________________
refinancing of an existing mortgage, construction and/or improvement of a dwelling and related structures, or shall prevent the mortgagor or other lessee from foreclosing or initiating or acquiring any proceeding, including any foreclosure, on the property that may be sold by the lessee. Any mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee. Any mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee.

(2) The Lessee may not make any further improvements or alterations to the property that may be sold by the lessee. Any mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee.

(3) If a mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee, the lessee shall execute a mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee.

(4) If a mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee, the lessee shall execute a mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee.

(5) No mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee, the lessee shall execute a mortgage or other security instruments held by the lessee or assignee is to be assumed by the lessee.

11. OPTION. Subsequent to the lease, at any time during the term of the lease, the lessee may elect to purchase the property at the then-current market value. The lessee may elect to purchase the property at the then-current market value.

12. RESERVATIONS. The Lessee reserves all rights, as owner by the Lessee, to enter into any agreements or arrangements for the purchase of any property or properties that may be sold by the lessee. The Lessee reserves all rights, as owner by the Lessee, to enter into any agreements or arrangements for the purchase of any property or properties that may be sold by the lessee.

13. EFFECTIVE DATE. This lease and all its terms and provisions shall be binding upon the successors and assignees of the Lessee and shall take effect on the day of , 19 , 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 Lease is in existence, the Lessee shall pay all taxes and assessments on the property that may be sold by the lessee. The Lessee shall pay all taxes and assessments on the property that may be sold by the lessee.

15. ACKNOWLEDGMENT OF LEASE. The Lessee reserves all rights, as owner by the Lessee, to enter into any agreements or arrangements for the purchase of any property or properties that may be sold by the lessee.

16. VIOLATIONS OF LEASE. It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of the Secretary of Housing and Urban Development, or any successor thereto, as to the United States as well as to the owner of the land.

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 thereon, but shall keep the same in good repair. Lessee shall not destroy or permit to be destroyed any tree, except with the consent of the Secretary of Housing and Urban Development.
of the Lessee and the approval of the Secretary, and shall not permit the premises to become unsightly. The Lessee will be held financially responsible for all unappraised damages to buildings, furnishings, improvements or appurtenances, except for the usual wear and tear.

10. FORCIBLE ENTRY. 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 the lease or of said improvements shall be extended for a period of time which in the opinion of the Secretary shall be reasonable.

11. INSPECTION OF THE PREMISES. The Secretary, his authorized officer, or his authorized representative shall have the right, at any reasonable time, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings, improvements and appurtenances erected and placed thereon.

12. INDUCEMENT. 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 sublessee or any other person, or to any building, improvements, or premises, or any other cause whatever; and Lessee, as a material part of the consideration for this lease, hereby waives all claims against the Secretary and/or the United States and agrees to hold the Secretary and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use of the premises by Lessee, together with all costs and expenses in connection therewith.

13. 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 desires utility service, 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 Secretary, which consent will not unreasonably be withheld. The Lessee shall pay, for such service, all bills for electricity and other utilities that are furnished to the leased premises.

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

15. RIGHT OF REMOVAL. Upon the termination of the lease, the Lessee of a non-unit single family dwelling shall be entitled, within 30 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 Secretary at the conclusion of this lease. Paragraphs 13 and 14 apply to Section 241 insured mortgage loans.

16. 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 replacement value of the buildings and improvements insured. Said policy is to be made payable to the Federal Housing Administration for the benefit of the Secretary. Said policy or policies shall be endorsed to the Secretary and Lessee shall pay all premiums and other charges payable in respect to such insurance and shall deposit with the Secretary the amount of such premiums or other charges as paid or satisfactory evidence thereof. Except, during such time that a mortgage is in effect against this Leasedhold interest, said policy is to be made jointly payable to the Lessee and the Secretary, and premium payments provided for shall be made in accordance with the requirements of the Secretary.

17. ADDITIONS. Prior to execution of this lease, provision (4) number (9) has (have) been added hereto and by reference is (are) made a part hereof.

WITNESS:

[Signature]

Lessee

APPROVED:

SECRETARY OF THE INTERIOR

[Signature]

Date

This lease is approved pursuant to the authority delegated by

Approve Official

[Signature]

Date

[Signature]

Lessee

[Signature]
END OF PRESENTATION
Questions?
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Krisa Johnson</td>
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<td>202-402-3507</td>
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<tr>
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</tr>
<tr>
<td>Thelma Pillay</td>
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<td>202-402-2786</td>
</tr>
<tr>
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<td>202-402-2506</td>
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