REQUEST FOR FINAL ENDORSEMENT OF CREDIT INSTRUMENT

Project name: Project No.:

Address: Date of Commitment:

Mortgagor: Federal Housing Administration

Date:

The undersigned declares that construction of this project is complete, and that advances have been made to the above mortgagee in accordance with your Certificate of Insurance on the dates and in the amounts set forth in the schedule below; that the undersigned has paid no kickbacks and no fees or other consideration, direct or indirect, to any person who has received payment or other consideration from any other person in connection with this mortgage transaction, including the purchase or sale of the mortgaged property, except for compensation paid, if any, for the actual performance of services and approved by you; and that to the best of the undersigned’s knowledge and belief the said loan is now eligible for mortgage insurance, and accordingly, the undersigned hereby requests final endorsement of the attached credit instrument for mortgage insurance in the total sum of $______

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Subtotal (Amount advanced to date) $______

A final advance to the amount of $______ will be disbursed immediately upon your final endorsement of the note for insurance and will, when added to the advances previously made, total $______

Mortgagor:

By ________________________________

Title:

(Continued on reverse side)
CERTIFICATE OF MORTGAGOR

TO: Federal Housing Administration

Project No. ____________

In order to induce the Commissioner to finally endorse the credit instrument for mortgage insurance, and within the intent that the Commissioner rely upon the statements hereafter set forth, the undersigned makes the following certifications:

1. That it has received the sum of $ _______________, which when added to the final advance will total $ _______________, constituting the full insurable amount of the mortgage for this project.

2. That construction of the project is substantially complete and is in accordance with the plans and specifications approved by the Federal Housing Commissioner, that said mortgage is a good and valid first lien on the property therein described, that the property is free and clear of all liens other than that of subject mortgage, that all outstanding unpaid obligations contracted by or on behalf of the mortgagee directly or indirectly, in connection with the mortgage transaction, the acquisition of the property, or the construction of the project are listed below:
   (a) FHA-approved notes (copies attached) $ _______________
   (b) Due General Contractor ____________________________ $ 
   (c) Other: ____________________________ $ 

3. That, except for the amounts due on notes listed in item (a) of paragraph 2 above, the undersigned agrees to pay the foregoing obligations in cash and to furnish the Commissioner receipts, or other evidence of payment satisfactory to the Commissioner, within 25 days following receipt of the final advance of mortgage proceeds.

Date ____________

By ____________________________

Title ____________________________

(Note: If the space provided is inadequate to list all unpaid obligations, insert the total in each category and attach itemizations. If there are no outstanding obligations, so state.)

CERTIFICATE OF GENERAL CONTRACTOR

TO: Federal Housing Administration

Project No. ____________

The undersigned, as general contractor of the above project, makes the following certifications:

1. That construction is in accordance with the plans and specifications which were approved by the Federal Housing Commissioner.

2. That all outstanding unpaid obligations contracted by or on behalf of the undersigned in connection with the construction contract are listed below. (If space below is inadequate, continue listing on an attached sheet and so note.)
   (a) ____________________________ $ 
   (b) ____________________________ $ 
   (c) ____________________________ $ 

3. That, except for unfinished work covered by an approved escrow deposit, the undersigned agrees to pay the foregoing obligations in cash and to furnish the Commissioner receipts, or other evidence of payment satisfactory to the Commissioner, within 25 days following receipt of payment from owner.

Date ____________

By ____________________________

Title ____________________________

WARNING

U.S. Criminal Code, Section 1012, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration ... over, possess, money, or publishes any statement, knowing the same to be false, ... shall be fined not more than $5,000 or imprisoned not more than two years, or both."