

FHA FORM NO. 3275-B  
Rev. 8/69  
(Previous Revision Obsolete)

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION

COMMITMENT FOR INSURANCE OF INDIVIDUAL CONDOMINIUM MORTGAGE  
(Under Section 221(i) of the National Housing Act)

	_____	_____
	(Mortgagee)	(FHA Case Number)
TO:	_____	_____
	(Street)	(Lender's Loan Number)
	_____	
	(City, State and Zip Code)	
		RE: _____
		(Name of Mortgagor)
		_____
		(Family Unit Number)
		_____
		(Property Address)
		(Such property forms a part of the property covered by or to be covered by a project mortgage, executed by
		_____
		(Corporation)
		and identified as FHA Project No.
		_____

DEAR SIR:

The Federal Housing Commissioner, having considered your application for the insurance of a mortgage identified by the case number above, finds the plan of apartment ownership in a form satisfactory to the Commissioner and said mortgage to be eligible for insurance under the provisions of Section 221(i) of Title II of the National Housing Act and the FHA Regulations thereunder. Subject to such Act and Regulations and to the following conditions, the Commissioner will endorse as insured an original credit instrument, secured by a first mortgage in an amount not to exceed \$\_\_\_\_\_:

1. The loan shall bear interest at the rate of \_\_\_\_\_ per centum per annum. Payments to principal and interest shall begin not later than the first day of the month following 60 days from the date the mortgagee's certificate on this commitment is executed. The loan shall be payable in \_\_\_\_\_ equal monthly payments of principal and interest of \$\_\_\_\_\_.
2. The FHA-insured mortgage covering Project No. \_\_\_\_\_ shall be paid in full or the mortgage insurance shall be terminated or the above-numbered family unit must have been released from the mortgage with FHA approval.
3. The mortgagors shall acknowledge on the reverse side hereof, as part of the mortgaged property, and as fully paid for, the following easily removable real estate items: \_\_\_\_\_
4. To qualify as a mortgagor, the purchaser shall be approved by the Commissioner as having an income within the limits prescribed for occupants in projects financed with a below market interest rate mortgage insured pursuant to Regulation 221.501 et seq.
5. The project mortgage must have been finally endorsed for insurance and all construction required in connection therewith on all properties completed.
6. At the time the mortgage is insured, the mortgagor shall have paid on account of the property not less than 3 percent of the purchase price, in cash or its equivalent, all or part of which may be applied in payment of closing costs.
7. The mortgage and note shall provide that if the mortgagor does not continue to occupy the property, the interest rate shall increase to the maximum rate in effect under Regulation 203.20 on the date the commitment for insurance was issued on the project mortgage, except that the increase in interest rate shall not be applicable if the property is sold to one of the following purchasers:
  - (a) A nonprofit organization approved by the Commissioner.
  - (b) A low or moderate income purchaser meeting the requirements of Regulation 221.501 et seq. and shall contain such additional provisions required by the Commissioner to implement Section 221(i).

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8. The mortgage and note shall provide that if the holder of the note determines the annual income of the mortgagor has increased to an amount enabling payment of a greater rate of interest, the interest rate may be increased up to the maximum rate in effect under Regulation 203.20 on the date the commitment for insurance was issued, and shall contain such additional provisions required by the Commissioner to implement Section 221(i).

9. The price for which the family unit is sold to the mortgagor shall not exceed the Commissioner's appraised value.

10. The undersigned shall have received the following in form satisfactory to the Commissioner:

- (a) Evidence of the execution and recordation of the plan of apartment ownership as provided in Regulation 221.65(g) and copies of the By-Laws, Regulatory Agreement and Subscription and Purchase Agreement.
- (b) Evidence satisfactory to the undersigned that agreements of sale for family units equal in value to at least 80 percent of the total value of all the family units in the condominium have been executed by FHA-approved purchasers.
- (c) This commitment and the certifications below signed by you and the borrower.
- (d) The original note, bond, or other credit instrument and one copy thereof.
- (e) One copy of the original mortgage or other security instrument.
- (f) One copy of the statement of closing charges to the mortgagor.
- (g) Assignment of the within commitment, if any, to an FHA-approved mortgagee.
- (h) Evidence that the owner of the multifamily structure has assigned to the Association of Owners described in the plan of apartment ownership and to the members of such association and their successors in interest, as their interests may appear, all assurances against latent defects required by FHA in connection with the insurance of the mortgage covering the multifamily structure and copies of the plans and specifications.
- (i) Evidence that working capital for the condominium has been deposited with a depository satisfactory to the FHA in an amount equivalent to 1% of the total FHA valuation of the units in the condominium.

11. This commitment shall terminate at the expiration of 180 days from date of issuance of this commitment unless renewed or extended by the Commissioner. Prior to any renewal or extension of this commitment, the Commissioner may, at his option, re-examine the commitment to determine whether it shall be extended in the same amount and under the same conditions.

12. Additional Conditions:

FEDERAL HOUSING COMMISSIONER,

BY \_\_\_\_\_

(Authorized Agent)

\_\_\_\_\_  
(Title)

DATED \_\_\_\_\_

(FHA Insuring Office)

Following not to be signed by Mortgagor or Mortgagee until the conditions of the Commitment are fulfilled.

MORTGAGOR'S CERTIFICATE

TO: FEDERAL HOUSING ADMINISTRATION

Date \_\_\_\_\_

The undersigned, in order to induce the Federal Housing Commissioner to insure the mortgage loan identified on the face hereof, made to the undersigned by the Mortgagee signing below, certifies to the Federal Housing Commissioner that:

- (a) The mortgaged property, including all real estate items listed on the face hereof, will be owned by the undersigned free and clear of all liens other than that of such mortgage and that after recordation the mortgage securing said loan will be a good and valid first lien on the property therein described.
- (b) Upon the disbursement of the loan proceeds, the undersigned will not have outstanding any other unpaid obligations contracted in connection with the mortgage transaction or the purchase of the said property except obligations which are secured by property or collateral owned by the Mortgagor(s) independently of the said mortgaged property, or obligations approved by the Federal Housing Commissioner.
- (c) All charges and fees collected from the Mortgagor as listed in the statement of settlement charges signed by the Mortgagee have been paid from his own funds, and there are no charges to the Mortgagor incidental to the loan transaction except as shown on said statement.
- (d) The FHA Statement of Appraised Value was given to me prior to my signing the contract to purchase the property identified herein.
- (e) The family unit is for my use and occupancy.
- (f) Neither I nor anyone authorized to act for me will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by the mortgage to any persons because of race, color, religion, or national origin; that any restrictive covenant on such property relating to race, color, religion, or national origin is recognized as being illegal and void and is hereby specifically disclaimed; and that civil action for preventative relief may be brought by the Attorney General in any appropriate U. S. District Court against any person responsible for violation of this certification.

\_\_\_\_\_  
(Mortgagor)

\_\_\_\_\_  
(Mortgagee)

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TO: FEDERAL HOUSING ADMINISTRATION

Date \_\_\_\_\_

The undersigned declares to his best knowledge and belief that, at this date, none of the statements made in its application for insurance nor in the mortgagor's acknowledgement on this commitment is untrue or incorrect; that complete disbursement of the loan has been made to the mortgagor or to his creditors for his account and with his consent, and certifies that the lien securing the loan covered by said application has been recorded and is a good and valid first lien on the property described, and that, based upon its examination of the title evidence received by it, no restriction upon the sale or occupancy of the mortgaged property on the ground of race, color or creed has been filed of record at any time subsequent to February 15, 1950, and prior to the recording of the mortgage offered for insurance. The undersigned also represents that, to its best knowledge and belief, the terms of this commitment have been fulfilled. The undersigned certifies further that (a) the plan of apartment ownership is acceptable and binding in the jurisdiction where the family unit is located; (b) the individual deed for the family unit complies with all legal requirements of the jurisdiction and ownership thereunder is subject to the plan of apartment ownership; (c) the mortgagor has good and marketable title; and (d) property taxes in the jurisdiction where the condominium is located are assessed and levied against each family unit of the condominium (including the undivided interest in the common areas and facilities) and not against the multifamily structure as a whole.

The undersigned further agrees that if the loan as made varies in terms set forth in its application for insurance and in this commitment, the promise of the undersigned to pay an annual premium to the Federal Housing Commissioner and all other statements contained in said application and commitments shall be considered changed to conform to the loan as made.

Not to be signed by mortgagor until all conditions of Commitment are fulfilled and funds fully disbursed.

NOTE: If Commitment is executed by an agent in name of the mortgagor, the agent must enter the mortgagor's code number or type code number in the blocks below.

CODE				TYPE	
				X	

Mortgagee (Please use FHA imprint stamp or other approved device)

By (Signature and Title of Officer)