MORTGAGOR’S CERTIFICATE
(For Insured Advances Projects under Sec. 214 and Investor Sponsored Projects under Sections 213, 271(68) and 236)

Federal Housing Commissioner

Project Name

Project No

Deed Se:

The undersigned hereby agrees to accept a loan insured by you upon the terms set forth in your Commitment dated

19 for the above-captioned project (hereinafter referred to as the "Project") and extensions and amendments thereof, and agrees and certifies to you as follows:

1. That the instrument securing said loan is a good and valid first lien upon the property therein described, and the mortgage proceeds are free and clear of all liens other than that of the insured mortgage except those hereinafter waived by you.

2. That there are no now outstanding and there will not be outstanding upon completion of the project any unpaid obligations of the undersigned except obligations for the payment of which taxes are now taxed by the mortgagee or mortgagee, or obligations which will be fully paid out of mortgage funds, as set forth in the Building Loan Agreement, except such obligations as may be approved by you as to terms, form and amount.

3. With regard to the Mortgagee’s Certificate (FHA Form 3220) submitted to you concurrently: (a) that the undersigned has read its contents and agrees to be bound by the terms thereof whenever applicable; (b) that the items enumerated therein as having been paid by the undersigned have been fully paid or payment provided for as set forth therein; (c) that the funds deposited with the mortgagee, as enumerated therein, will be used for the purposes indicated therein;

4. That, except as has been previously approved in writing by you, no construction has been commenced on the mortgaged premises prior hereto;

5. That the Project will be constructed in accordance with the terms of the Construction Contract;

6. That no construction of the Project progresses the undersigned will procure and submit to you copies of all necessary building and other permits from the legally constituted authorities and that all such permits now obtainable have been procured as witness the certified copies thereof hereby presented;

7. That the determination of the Department of Labor with respect to prevailing wages has been received by the undersigned and is included as a part of the above-mentioned specifications for the construction of the Project, and all Contractors employed by the undersigned have been or will be fully advised prior to performance of any work that all laborers and mechanics employed in the construction of the Project must be paid not less than such prevailing wages, and that each such Contractor as a condition precedent to any payment to him, must certify in the form prescribed by the Commissioner that all laborers and mechanics employed by him or his subcontractors on the Project have been paid not less than such wages;

8. That occupancy of the Project in whole or in part will not be permitted without first having obtained your written permission and proper permits from all legal authorities having jurisdiction, and pursuant to duly executed occupancy agreements or leases in a form approved by the FHA.

9. The land included in the Mortgage has been paid for in full by the undersigned, in cash, stock, property or/and services, and is free from vendor’s lien or purchase money obligation.

10. That the undersigned will, in support of its request for final endorsement of the credit instrument, submit to you a current Financial Statement together with the certificate of a responsible officer to the effect that:

(a) that the project bonds and records will be established and maintained in accordance with the Uniform System of Accounts prescribed by the Commissioner, and in such condition as to meet a prompt and effective audit;
(b) that books and records will be required for such period as may be prescribed by the Commissioner;
(c) that such books and records will be available to the Commissioner and to the Commissioner General of the United States for such examinations and audits as they may determine to make.

*This Mortgagee’s Certificate is to be endorsed by the undersigned’s mortgage lender on each mortgage note executed in connection with this insured project.

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HUD-Wash., D.C.
(11) That no action shall be brought on the mortgage covering the above described Project unless the provisions of the National Housing Act, as amended, require the above described Project to be operated and maintained as required by the Housing Commissioner, unless such action is brought by the Commissioner. The mortgagee shall be required to file with the Commissioner a complete certificate of ownership and compliance with the provisions of the National Housing Act, as amended, and any applicable regulations of the Commissioner.

(12) That no action shall be brought on the mortgage covering the above described Project unless the provisions of the National Housing Act, as amended, require the above described Project to be operated and maintained as required by the Housing Commissioner, unless such action is brought by the Commissioner. The mortgagee shall be required to file with the Commissioner a complete certificate of ownership and compliance with the provisions of the National Housing Act, as amended, and any applicable regulations of the Commissioner.

(13) That the above described Project shall be operated and maintained in accordance with the provisions of the National Housing Act, as amended, and any applicable regulations of the Commissioner.

(14) That the above described Project shall be operated and maintained in accordance with the provisions of the National Housing Act, as amended, and any applicable regulations of the Commissioner.

(15) That the above described Project shall be operated and maintained in accordance with the provisions of the National Housing Act, as amended, and any applicable regulations of the Commissioner.

(16) That the above described Project shall be operated and maintained in accordance with the provisions of the National Housing Act, as amended, and any applicable regulations of the Commissioner.

(17) That the above described Project shall be operated and maintained in accordance with the provisions of the National Housing Act, as amended, and any applicable regulations of the Commissioner.

(18) That the above described Project shall be operated and maintained in accordance with the provisions of the National Housing Act, as amended, and any applicable regulations of the Commissioner.

Mortgage

Date

County of

State of

Personally appeared before me this day of 19 and who, after being duly sworn, says that he is the , a corporation organized and existing under the laws of the State of , and that he has authority to execute under oath and has executed the above certificate for and on behalf of such corporation.

By

(Tail)

(Tail)

(Tail)

(Tail)

116613-1 Rev. 8/49

MID-AM., D. C.

WARNING

U. S. Criminal Code, Section 1018. Title 18. U. S. C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... or the result of such Administration ... maker, person, firm, or buyer any statement, knowing the same to be false ... shall be fined not more than $5,000 or imprisoned not more than two years, as both."