

FHA FORM NO. 2275
Rev. August 1969
(Previous revision obsolete)

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

COMMITMENT FOR INSURANCE OF INDIVIDUAL MORTGAGE
(Under Section 234 Section 235 of the National Housing Act)

TO: _____
(Mortgagee)

_____ (Name)

(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, created by _____)
(Corporation)
and identified as FHA Project No. _____

_____ (FHA Case Number)

_____ (Lender's Loan Number)

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 234 and Section 235 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 FHA insurance shall be terminated.

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

- (a) Copies of the plan of apartment ownership as recorded, together with 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 verifications 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.

*** This commitment shall terminate *** (at the expiration of two years from date of completion of construction as determined by the Commissioner) (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.

5. Additional Conditions: _____

* In cases where the project was financed pursuant to the provisions of Section 223(c)(1), the commitment amount shall be reduced, if appropriate, to that provided in Section 223(c)(4).

** In new construction and/or rehabilitation cases the commitment should terminate at the expiration of two years from date of completion of construction as determined by the Commissioner. In existing construction cases, the applicable term is 180 days from date of issuance of the commitment.

*** Delete all inappropriate markings.

- 2 -

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 there is 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 Mortgagee(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 Mortgagor 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 FRA Statement of Appraised Value was given to me prior to my signing the contract to purchase the property identified herein.
- (e) (1) The family unit is for my use and occupancy, or
(2) I am the owner-occupant of another family unit covered by an FHA-approved mortgage in a condominium and upon acquisition of this family unit, I will not own more than four family units covered by FHA-insured mortgages covered in condominium. (Delete either (1) or (2) whichever is inappropriate. If (1) is deleted, the eligible insured mortgage amount will be decreased in accordance with the requirements of FHA Regulations.)
- (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 preventive 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)

(Mortgagor)

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 acknowledgment 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 on 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

17004-P Rev. 8/59

HUD-Form, D. C.

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

By (Signature and Title of Owner)

OPB 870-670