DEAR SIRS:

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(d) of Title II of the National Housing Act and the FHA Regulations thereunder. Subject to each Act and Regulations and to the following conditions, the Commissioner will endorse as insured an original credit instrument, secured by a first mortgage in the amount not to exceed $______________.

1. The loan shall bear interest at the rate of __________ percent per annum. Payments of 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 at the above-numbered family unit must have been released from the mortgage with FHA approval.

3. The mortgagee shall acknowledge the reverse side hereof, as part of the mortgaged property, and as fully paid for, the following fully remeasurable real estate item:

4. To qualify as a mortgagee, 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 Regulations 221.501 et seq.

5. The project mortgage must have been fully endorsed for insurance and all construction required in connection therewith on all properties completed.

6. At the time the mortgage is insured, the mortgagee shall have paid in full all of the property not less than 90 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 mortgagee does not continue to occupy the property, the interest rate shall increase to the maximum rate in effect under Regulation 203.22 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 cooperative corporation approved by the Commissioner.
   (b) A non-profit income-purchase housing organization approved by the Commissioner in accordance with Section 221(g).

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8. The mortgage and note shall provide that if the holder of the note determines the actual 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 regulations 222.20 on the date the commitment for insurance was issued, and shall contain such additional provisions required by the Commissioner to implement Section 221(b).

9. The price for which the family unit is sold to the mortgagee 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 221.4(g) and copies of the By-Laws, Regulatory Agreement and Subscription and Purchase Agreement.

(b) Evidence satisfactory to the undersigned that agreement at date for family unit equal in value to at least 20% of the total value of all the family units in the condominium have been entered into by FHA-approved purchasers.

(c) This commitment and the certificates 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 mortgagee.

(g) Assignment of the whole commitment, if any, to an FHA-approved mortgagee.

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-assess 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)

(Tale)

DATED

(FEDERAL HOUSING ADMINISTRATION)

Following set to be signed by Mortgagee or Mortgagors until the conditions of the Commitment are fulfilled.

MORTGAGOR'S CERTIFICATE

The undersigned, in order to induce the Federal Housing Commissioner to issue 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 the lien of such mortgage and that after satisfaction 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 Mortgagee(s) independently of the said mortgaged property, or obligations approved by the Federal Housing Commissioner.

(c) All charges and fees collected from the Mortgagee 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 Mortgagee 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 any person 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 person because of race, color, religion, or national origin; any restrictive covenant on such property relating to race, color, religion, or national origin is unenforceable; 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.

(Mortgagee)

(Mortgagee)
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 mortgagee's acknowledgement on this commitment is untrue or incorrect; and complete disbursement of the loan has been made to the mortgagee as to his credit for the 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 use or occupancy of the mortgaged property on the ground of race, color or creed has been found or recorded at any time subsequent to February 15, 1970, and prior to the recording of the mortgage offered for insurance. The undersigned also represents that, to the best knowledge and belief, the terms of this commitment have been fulfilled. The undersigned certifies further that (a) the plans of apartment ownership are 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 therein is subject to the plans of apartment ownership; (c) the mortgagee 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 multi-unit 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 commitment shall be considered changed to conform to the loan as made.

NOTE: If commitment is executed by an agent in name of the mortgagee, the agent must retain the mortgagee's case number or file code number in the blanks below.

[Signature and Name of Officer]

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