**Borrower’s Oath U.S. Department of Housing** OMB Approval No. 0000-0000

(For Residential Housing **and Urban Development** (Exp. 00/00/00)

but not Section 232 Projects) Office of Housing

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0468), Washington, DC 20503. Do not send this completed form to either of the above addresses.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To the U.S. Department of Housing and Urban Development (HUD):

(The definition of any capitalized term or word used herein can be found in this Borrower’s Oath, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Security Instrument.)

In accordance with the stated intent of Congress, HUD’s regulations implementing the National Housing Act, and the Regulatory Agreement between Borrower and HUD, the undersigned hereby certifies that so long as the Loan made pursuant to the Security Instrument is insured or held by HUD:

(1) That, to carry out the intent of Section 513 of the National Housing Act, as amended, no part of the Mortgaged Property will be rented for a period of less than thirty days or used for transient or hotel purposes, and said Mortgaged Property shall be used principally for residential use;

(2) That, to carry out the intent of Section 207(b) of the National Housing Act, as amended, in selecting tenants for the Project there will be no discrimination against any family by reason of the fact that there are children in the family, unless the HUD Regulatory Agreement covering the Project provides that the Project is intended primarily for occupancy by elderly persons;

(3) That the Mortgaged Property will not be sold while the Loan insurance is in effect or the Security Instrument is held by HUD unless the purchaser files with HUD a like certification executed by such purchaser under oath;

(4) Borrower has not and will not enter into any agreement with any party other than Lender in conjunction with the Loan transaction that allows for perfection of any portion of the UCC Collateral through control under the UCC;

(5) {INSERT FOR LOANS INVOLVING CONSTRUCTION OR REHABILITATION} That to Borrower’s knowledge, there are no proposed change(s) of law, ordinance, or governmental regulation (proposed in a formal manner by elected or appointed officials) that, if enacted or promulgated after the commencement of construction/rehabilitation, would require a modification to the Project, and/or prevent the Project from being completed in accordance with the Drawings and Specifications dated \_\_\_\_\_\_\_\_\_, executed by Borrower and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_{insert General Contractor} and referred to in the Construction Contract.

Each signatory below hereby certifies that each of their statements and representations contained in this Borrower’s Oath and all their supporting documentation thereto are true, accurate, and complete. This Borrower’s Oath has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Name of Borrower Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (authorized agent): /s/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name, Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**{ADD ADDITIONAL LINES AND NOTARY ACKNOWLEDGMENTS IF MORE THAN ONE SIGNATORY}**

# Warning

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

**NOTE: THE FOREGOING CERTIFICATION MUST BE GIVEN UNDER OATH IN ACCORDANCE WITH STATE LAW REQUIREMENTS FOR TAKING AN OATH.**

## Notary Acknowledgment for Borrower

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

)ss.

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Personally appeared before me this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_who, after being duly sworn, says that he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that he/she has authority to execute under oath and has so executed the above certification for and on behalf of such \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and for her/himself.

[SEAL] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_