

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

<u>Borrower</u>	<u>Co-Borrower</u>	<b>I. TYPE OF MORTGAGE AND TERMS OF LOAN</b>	
Mortgage Applied for: <input type="checkbox"/> VA <input type="checkbox"/> Conventional <input type="checkbox"/> Other (explain): <input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		Agency Case Number	Lender Case Number
Amount \$	Interest Rate %	No. of Months	Amortization Type: <input type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):

<b>II. PROPERTY INFORMATION AND PURPOSE OF LOAN</b>					
Subject Property Address (street, city, state & ZIP)	No. of Units				
Legal Description of Subject Property (attach description if necessary)	Year Built				
Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	Property will be: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment				
<i>Complete this line if construction or construction-permanent loan.</i>					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$
<i>Complete this line if this is a refinance loan.</i>					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$	
Title will be held in what Name(s)			Manner in which Title will be held		Estate will be held in: <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)					

<b>Borrower</b>	<b>Co-Borrower</b>		
<b>III. BORROWER INFORMATION</b>			
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)	
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include <input type="checkbox"/> Separated single, divorced, widowed)	Dependents (not listed by Co-Borrower) no.   ages		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include <input type="checkbox"/> Separated single, divorced, widowed)
Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.		Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address	
<i>If residing at present address for less than two years, complete the following:</i>			
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.		Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	

<b>Borrower</b>	<b>Co-Borrower</b>		
<b>IV. EMPLOYMENT INFORMATION</b>			
Name & Address of Employer <input type="checkbox"/> Self Employed		Name & Address of Employer <input type="checkbox"/> Self Employed	
Yrs. on this job	Yrs. employed in this line of work/profession	Yrs. on this job	Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

*If employed in current position for less than two years or if currently employed in more than one position, complete the following:*

Borrower		IV. EMPLOYMENT INFORMATION (cont'd)		Co-Borrower	
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Monthly Income	Monthly Income
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from - to)	Monthly Income	Monthly Income
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		

**V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION**

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$	\$	\$	Rent	\$	
Overtime				First Mortgage (P&I)		\$
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
<b>Total</b>	\$	\$	\$	<b>Total</b>	\$	\$

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income

*Notice:* Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

**VI. ASSETS AND LIABILITIES**

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed  Jointly  Not Jointly

ASSETS		Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Description					
Cash deposit toward purchase held by:	\$	<b>Liabilities and Pledged Assets.</b> List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.	Name and address of Company	\$ Payment/Months	\$
<i>List checking and savings accounts below</i>					
Name and address of Bank, S&L, or Credit Union		Acct. no.	Name and address of Company	\$ Payment/Months	\$
Acct. no.	\$	Acct. no.	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union		Acct. no.	Name and address of Company	\$ Payment/Months	\$
Acct. no.	\$	Acct. no.	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union		Acct. no.	Name and address of Company	\$ Payment/Months	\$
Acct. no.	\$	Acct. no.	Name and address of Company	\$ Payment/Months	\$

**VI. ASSETS AND LIABILITIES (cont'd)**

Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/Months	\$
Acct. no.	\$	Acct. no.			
Stocks & Bonds (Company name/number & description)		Name and address of Company		\$ Payment/Months	\$
		Acct. no.			
Life insurance net cash value		Name and address of Company		\$ Payment/Months	\$
Face amount: \$					
<b>Subtotal Liquid Assets</b>					
Real estate owned (enter market value from schedule of real estate owned)					
Vested interest in retirement fund					
Net worth of business(es) owned (attach financial statement)		Acct. no.			
Automobiles owned (make and year)		Alimony/Child Support/Separate Maintenance Payments Owed to:		\$	
Other Assets (itemize)		Job-Related Expense (child care, union dues, etc.)		\$	
		<b>Total Monthly Payments</b>		\$	
<b>Total Assets a.</b>		<b>Net Worth (a minus b)</b>		\$	<b>Total Liabilities b.</b>
				\$	\$

**Schedule of Real Estate Owned** (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

**VII. DETAILS OF TRANSACTION**

**VIII. DECLARATIONS**

	\$	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Borrower		Co-Borrower	
			Yes	No	Yes	No
a. Purchase price						
b. Alterations, improvements, repairs		a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Land (if acquired separately)		b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Refinance (incl. debts to be paid off)		c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Estimated prepaid items		d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Estimated closing costs		e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. PMI, MIP, Funding Fee		(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)				
h. Discount (if Borrower will pay)						
i. Total costs (add items a through h)						

**VII. DETAILS OF TRANSACTION**

**VIII. DECLARATIONS**

j. Subordinate financing		<p><b>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</b></p> <p>f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.</p> <p>g. Are you obligated to pay alimony, child support, or separate maintenance?</p> <p>h. Is any part of the down payment borrowed?</p> <p>i. Are you a co-maker or endorser on a note?</p> <p>-----</p> <p>j. Are you a U.S. citizen?</p> <p>k. Are you a permanent resident alien?</p> <p><b>l. Do you intend to occupy the property as your primary residence?</b> If "Yes," complete question m below.</p> <p>m. Have you had an ownership interest in a property in the last three years?</p> <p>(1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)? _____</p> <p>(2) How did you hold title to the home—solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? _____</p>	<p><b>Borrower</b></p> <p>Yes No</p>		<p><b>Co-Borrower</b></p> <p>Yes No</p>	
k. Borrower's closing costs paid by Seller			<p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>
l. Other Credits (explain)			<p><input type="checkbox"/> <input type="checkbox"/></p> <p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)			<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>
n. PMI, MIP, Funding Fee financed			<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>
o. Loan amount (add m & n)			<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>
p. Cash from/to Borrower (subtract j, k, l & o from i)			<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>	<p><input type="checkbox"/> <input type="checkbox"/></p>

**IX. ACKNOWLEDGEMENT AND AGREEMENT**

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature <b>X</b>	Date	Co-Borrower's Signature <b>X</b>	Date
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**X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<p><b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information</p>		<p><b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information</p>	
<p><b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino</p>		<p><b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino</p>	
<p><b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White</p>		<p><b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White</p>	
<p><b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male</p>		<p><b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male</p>	

<p><b>To be Completed by Interviewer</b> This application was taken by:  <input type="checkbox"/> Face-to-face interview  <input type="checkbox"/> Mail  <input type="checkbox"/> Telephone  <input type="checkbox"/> Internet</p>	<p>Interviewer's Name (print or type)</p>	<p>Name and Address of Interviewer's Employer</p>
	<p>Interviewer's Signature _____ Date _____</p>	
	<p>Interviewer's Phone Number (incl. area code)</p>	

**CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark **B** for Borrower or **C** for Co-Borrower.

Borrower:		Agency Case Number:
Co-Borrower:		Lender Case Number:

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature	Date	Co-Borrower's Signature	Date
<b>X</b>		<b>X</b>	

# STATEMENT OF ASSETS AND LIABILITIES

(Supplement to Residential Loan Application)

Name \_\_\_\_\_

The following information is provided to complete and become a part of the application for a mortgage in the amount of \$ \_\_\_\_\_  
 with interest at \_\_\_\_%, for a term of \_\_\_\_\_ months and to be secured by property known as: \_\_\_\_\_

Subject Property Address (street, city, state, & ZIP) \_\_\_\_\_

Legal Description of Subject Property (attach description if necessary) \_\_\_\_\_

## ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed  Jointly  Not Jointly

ASSETS	Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
		LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Description				
Cash deposit toward purchase held by:	\$			
<b>List checking and savings accounts below</b>				
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$
Acct. no.		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union				
Acct. no.		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union				
Acct. no.		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union				
Acct. no.		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Stocks & Bonds (Company name/number description)				
Acct. no.		Acct. no.		
Life insurance net cash value	\$	Name and address of Company	\$ Payment/Months	\$
Face amount: \$				
<b>Subtotal Liquid Assets</b>	<b>\$</b>			
Real estate owned (enter market value from schedule of real estate owned)	\$			
Vested interest in retirement fund	\$			

ASSETS AND LIABILITIES (cont'd)				
Net worth of business(es) owned (attach financial statement)	\$	Acct. no.		
Automobiles owned (make and year)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
Other Assets (itemize)	\$	Job-Related Expense (child care, union dues, etc.)	\$	
		<b>Total Monthly Payments</b>	\$	
<b>Total Assets a.</b>	\$	<b>Net Worth (a minus b)</b>	\$	<b>Total Liabilities b.</b> \$

**Schedule of Real Estate Owned** (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

**ACKNOWLEDGEMENT AND AGREEMENT**

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature <b>X</b>	Date	Co-Borrower's Signature <b>X</b>	Date
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**TO BE COMPLETED BY INTERVIEWER**

This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type)	Name and Address of Interviewer's Employer
	Interviewer's Signature      Date	
	Interviewer's Phone Number (incl. area code)	

# Uniform Residential Appraisal Report

File # \_\_\_\_\_

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	City	State	Zip Code
Borrower	Owner of Public Record	County	
Legal Description			
Assessor's Parcel #	Tax Year	R.E. Taxes \$	
Neighborhood Name	Map Reference	Census Tract	
Occupant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$	<input type="checkbox"/> PUD	HOA \$ <input type="checkbox"/> per year <input type="checkbox"/> per month
Property Rights Appraised <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)			
Assignment Type <input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input type="checkbox"/> Other (describe)			
Lender/Client	Address		
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Report data source(s) used, offering price(s), and date(s).			

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$	Date of Contract	Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, report the total dollar amount and describe the items to be paid.			

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	%			
Built-Up <input type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%			
Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	Low		Multi-Family	%			
Neighborhood Boundaries					High	Commercial %		
					Pred.	Other %		

Neighborhood Description

Market Conditions (including support for the above conclusions)

Dimensions	Area	Shape	View
Specific Zoning Classification		Zoning Description	
Zoning Compliance <input type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)			
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe			

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>	Street	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input type="checkbox"/>	Alley	<input type="checkbox"/>	<input type="checkbox"/>
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input type="checkbox"/> No		FEMA Flood Zone		FEMA Map #	FEMA Map Date		

Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls		Floors	
# of Stories	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls		Walls	
Type <input type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area sq. ft.	Roof Surface		Trim/Finish	
<input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish %	Gutters & Downspouts		Bath Floor	
Design (Style)	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type		Bath Wainscot	
Year Built	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated		Car Storage <input type="checkbox"/> None	
Effective Age (Yrs)	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens		<input type="checkbox"/> Driveway # of Cars	
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities <input type="checkbox"/> Woodstove(s) #		Driveway Surface	
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel	<input type="checkbox"/> Fireplace(s) # <input type="checkbox"/> Fence		<input type="checkbox"/> Garage # of Cars	
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck <input type="checkbox"/> Porch		<input type="checkbox"/> Carport # of Cars	
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool <input type="checkbox"/> Other		<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in	
Appliances <input type="checkbox"/> Refrigerator <input type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)					

Finished area above grade contains: Rooms Bedrooms Bath(s) Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.)

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.).

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe



# Uniform Residential Appraisal Report

File # \_\_\_\_\_

There are comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ _____ to \$ _____		There are comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ _____ to \$ _____	
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Address _____			
Proximity to Subject _____			
Sale Price	\$ _____	\$ _____	\$ _____
Sale Price/Gross Liv. Area	\$ _____ sq. ft.	\$ _____ sq. ft.	\$ _____ sq. ft.
Data Source(s) _____			
Verification Source(s) _____			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment
Sale or Financing Concessions			
Date of Sale/Time			
Location			
Leasehold/Fee Simple			
Site			
View			
Design (Style)			
Quality of Construction			
Actual Age			
Condition			
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count			
Gross Living Area	sq. ft.	sq. ft.	sq. ft.
Basement & Finished Rooms Below Grade			
Functional Utility			
Heating/Cooling			
Energy Efficient Items			
Garage/Carport			
Porch/Patio/Deck			
Net Adjustment (Total)	<input type="checkbox"/> + <input type="checkbox"/> -	\$ _____	<input type="checkbox"/> + <input type="checkbox"/> - \$ _____
Adjusted Sale Price of Comparables	Net Adj. % Gross Adj. %	\$ _____	Net Adj. % Gross Adj. % \$ _____
<input type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____			
My research <input type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.			
Data source(s) _____			
My research <input type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.			
Data source(s) _____			
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).			
ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Date of Prior Sale/Transfer			
Price of Prior Sale/Transfer			
Data Source(s)			
Effective Date of Data Source(s)			
Analysis of prior sale or transfer history of the subject property and comparable sales _____			
Summary of Sales Comparison Approach _____			
Indicated Value by Sales Comparison Approach \$ _____			
Indicated Value by: Sales Comparison Approach \$ _____ Cost Approach (if developed) \$ _____ Income Approach (if developed) \$ _____			
This appraisal is made <input type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: _____			
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ _____, as of _____, which is the date of inspection and the effective date of this appraisal.			



# Uniform Residential Appraisal Report

File #

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

# Uniform Residential Appraisal Report

File #

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

File # \_\_\_\_\_

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature and Report \_\_\_\_\_  
 Effective Date of Appraisal \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**

\_\_\_\_\_

APPRAISED VALUE OF SUBJECT PROPERTY \$ \_\_\_\_\_

**LENDER/CLIENT**

Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 \_\_\_\_\_  
 Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property
- Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_
- Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

# Manufactured Home Appraisal Report

File # \_\_\_\_\_

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	City	State	Zip Code
Borrower	Owner of Public Record	County	
Legal Description			
Assessor's Parcel #	Tax Year	R.E. Taxes \$	
Neighborhood Name	Map Reference	Census Tract	
Occupant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Project Type (if applicable) <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		
Special Assessments \$	HOA \$	<input type="checkbox"/> per year <input type="checkbox"/> per month	
Property Rights Appraised <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)			
Assignment Type <input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input type="checkbox"/> Other (describe)			
Lender/Client	Address		
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Report data source(s) used, offering price(s), and date(s).			

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$	Date of Contract	Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, report the total dollar amount and describe the items to be paid.			

I  did  did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed.

Retailer's Name (New Construction)

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics	Manufactured Housing Trends	Manufactured Housing	Present Land Use %
Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	One-Unit %
Built-Up <input type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	2-4 Unit %
Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	AGE (yrs)	Multi-Family %
Neighborhood Boundaries		Low	Commercial %
Neighborhood Description		High	Other %
		Pred.	
Market Conditions (including support for the above conclusions)			

Dimensions	Area	Shape	View
Specific Zoning Classification		Zoning Description	
Zoning Compliance <input type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)			
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe			

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	<input type="checkbox"/>		Water	<input type="checkbox"/>	Street	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>		Sanitary Sewer	<input type="checkbox"/>	Alley	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone \_\_\_\_\_ FEMA Map # \_\_\_\_\_ FEMA Map Date \_\_\_\_\_

Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area?  Yes  No If No, explain

Is there adequate vehicular access to the subject property?  Yes  No If No, describe

Is the street properly maintained?  Yes  No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.

Is the HUD Data Plate/Compliance Certificate attached to the dwelling?  Yes  No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information.

Is a HUD Certification Label attached to the exterior of each section of the dwelling?  Yes  No If No, provide the data source(s) for the HUD Certification Label #s

Manufacturer's Serial #(s)/VIN #(s)	Date of Manufacture
HUD Certification Label #(s)	
Manufacturer's Name	Trade/Model
Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain	



# Manufactured Home Appraisal Report

File # \_\_\_\_\_

General Description	Foundation	Exterior Description	Interior
# of Units <input type="checkbox"/> One <input type="checkbox"/> Additions	<input type="checkbox"/> Poured Concrete <input type="checkbox"/> Concrete Runners	Skirting	Floors
# of Stories <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> Other	<input type="checkbox"/> Block & Pier <input type="checkbox"/> Other-att. description	Exterior Walls	Walls
Design (Style)	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Roof Surface	Trim/Finish
# of Sections <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	Basement Area _____ sq. ft.	Gutters & Downspouts	Bath Floor
<input type="checkbox"/> Other	Basement Finish _____ %	Window Type	Bath Wainscot
Type <input type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Storm Sash/Insulated	Car Storage <input type="checkbox"/> None
<input type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Evidence of <input type="checkbox"/> Infestation	Screens	<input type="checkbox"/> Driveway # of Cars
Year Built _____ Effective Age (Yrs) _____	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Doors	Driveway Surface
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities <input type="checkbox"/> WoodStove(s) #	<input type="checkbox"/> Garage # of Cars
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other _____ Fuel _____	<input type="checkbox"/> Fireplace(s) #	<input type="checkbox"/> Carport # of Cars
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck <input type="checkbox"/> Porch	<input type="checkbox"/> Attached <input type="checkbox"/> Detached
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool <input type="checkbox"/> Other	<input type="checkbox"/> Built-in
Appliances <input type="checkbox"/> Refrigerator <input type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)			
Finished area above grade contains: Rooms _____ Bedrooms _____ Bath(s) _____ Square Feet of Gross Living Area Above Grade _____			
Describe any additions or modifications (decks, rooms, remodeling, etc.)			
Installer's Name _____		Date Installed _____	Model Year _____
Is the manufactured home attached to a permanent foundation system? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the foundation system and the manner of attachment.			
Have the towing hitch, wheels, and axles been removed? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain			
Is the manufactured home permanently connected to a septic tank or sewage system and other utilities? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain			
Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, explain			
Additional features (special energy efficient items, non-realty items, etc.)			
The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.			
Quality <input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Excellent Identify source of quality rating _____			
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.)			
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe			
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe			
Provide adequate information for the lender/client to replicate the below cost figures and calculations.			
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)			
ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW			
Source of cost data		Effective date of cost data	Quality rating from cost service
OPINION OF SITE VALUE		\$ _____	Exterior Dimensions of the Subject Unit
Section One	Sq. ft. @ \$ _____	\$ _____	X = Sq. ft.
Section Two	Sq. ft. @ \$ _____	\$ _____	X = Sq. ft.
Section Three	Sq. ft. @ \$ _____	\$ _____	X = Sq. ft.
Section Four	Sq. ft. @ \$ _____	\$ _____	X = Sq. ft.
		\$ _____	Total Gross Living Area: _____ Sq. ft.
		\$ _____	Other Data Identification
		\$ _____	N.A.D.A. Data Identification Info: Edition Mo: _____ Yr: _____
Sub-total: \$ _____		MH State: _____	Region: _____ Size: _____ ft. x _____ ft.
Cost Multiplier (if applicable): x _____		Gray pg. _____	White pg. _____ Black SVS pg. _____
Modified Sub-total: \$ _____		15 years and older Conversion Chart pg. _____ Yellow pg. _____	
Physical Depreciation or Condition Modifier: \$ _____		Comments	
Functional Obsolescence (not used for N.A.D.A.): \$ _____			
External Depreciation or State Location Modifier: \$ _____			
Delivery, Installation, and Setup (not used for N.A.D.A.): \$ _____			
Other Depreciated Site Improvements: \$ _____			
Market Value of Subject Site (as supported above): \$ _____			
Indicated Value by Cost Approach: \$ _____		Estimated Remaining Economic Life (HUD and VA only) _____ Years	
Summary of Cost Approach			

# Manufactured Home Appraisal Report

File # \_\_\_\_\_

There are _____ comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ _____ to \$ _____		There are _____ comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ _____ to \$ _____	
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Address _____			
Proximity to Subject _____			
Sale Price \$ _____		Sale Price \$ _____	
Sale Price/Gross Liv. Area \$ _____ sq. ft.		Sale Price/Gross Liv. Area \$ _____ sq. ft.	
Manufactured Home <input type="checkbox"/> Yes <input type="checkbox"/> No		Manufactured Home <input type="checkbox"/> Yes <input type="checkbox"/> No	
Data Source(s) _____			
Verification Source(s) _____			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment
Sale or Financing Concessions			
Date of Sale/Time			
Location			
Leasehold/Fee Simple			
Site			
View			
Design (Style)			
Quality of Construction			
Actual Age			
Condition			
Above Grade Room Count	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Gross Living Area	sq. ft.	sq. ft.	sq. ft.
Basement & Finished Rooms Below Grade			
Functional Utility			
Heating/Cooling			
Energy Efficient Items			
Garage/Carport			
Porch/Patio/Deck			
Net Adjustment (Total)	<input type="checkbox"/> + <input type="checkbox"/> -	\$ _____	<input type="checkbox"/> + <input type="checkbox"/> - \$ _____
Adjusted Sale Price of Comparables	Net Adj. %	Gross Adj. % \$	Net Adj. % Gross Adj. % \$
<input type="checkbox"/> I did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____			
My research <input type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.			
Data source(s) _____			
My research <input type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.			
Data source(s) _____			
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).			
ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Date of Prior Sale/Transfer			
Price of Prior Sale/Transfer			
Data Source(s)			
Effective Date of Data Source(s)			
Analysis of prior sale or transfer history of the subject property and comparable sales			
Summary of Sales Comparison Approach			
Indicated Value by Sales Comparison Approach \$ _____			
Indicated Value by: Sales Comparison Approach \$ _____		Cost Approach \$ _____	Income Approach (if developed) \$ _____
This appraisal is made <input type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.			
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ _____, as of _____, which is the date of inspection and the effective date of this appraisal.			



Manufactured Home Appraisal Report

File #

ADDITIONAL COMMENTS

INCOME APPROACH TO VALUE (not required by Fannie Mae.)
Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)
Is the developer/builder in control of the Homeowners' Association (HOA)? [ ] Yes [ ] No Unit type(s) [ ] Detached [ ] Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal name of project
Total number of phases Total number of units Total number of units sold
Total number of units rented Total number of units for sale Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion
Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data source(s)
Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.
Are the common elements leased to or by the Homeowners' Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.
Describe common elements and recreational facilities.

# Manufactured Home Appraisal Report

File #

This report form is designed to report an appraisal of a one-unit manufactured home; including a manufactured home in a planned unit development (PUD). A Manufactured home located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

# Manufactured Home Appraisal Report

File #

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I also developed the cost approach to value as support for the sales comparison approach. I have adequate comparable market and cost data to develop reliable sales comparison and cost approaches for this appraisal assignment. I further certify that I considered the income approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Manufactured Home Appraisal Report

File # \_\_\_\_\_

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

<p><b>APPRAISER</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p> <p>_____</p> <p>Telephone Number _____</p> <p>Email Address _____</p> <p>Date of Signature and Report _____</p> <p>Effective Date of Appraisal _____</p> <p>State Certification # _____</p> <p>or State License # _____</p> <p>or Other _____</p> <p>State _____</p> <p>Expiration Date of Certification or License _____</p> <p>ADDRESS OF PROPERTY APPRAISED</p> <p>_____</p> <p>APPRaised VALUE OF SUBJECT PROPERTY \$ _____</p> <p>LENDER/CLIENT</p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p> <p>Email Address _____</p>	<p><b>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p> <p>_____</p> <p>Telephone Number _____</p> <p>Email Address _____</p> <p>Date Signature _____</p> <p>State Certification # _____</p> <p>or State License # _____</p> <p>State _____</p> <p>Expiration Date of Certification or License _____</p> <p><b>SUBJECT PROPERTY</b></p> <p><input type="checkbox"/> Did not inspect subject property</p> <p><input type="checkbox"/> Did inspect exterior of subject property from street Date of Inspection _____</p> <p><input type="checkbox"/> Did inspect interior and exterior of subject property Date of Inspection _____</p> <p><b>COMPARABLE SALES</b></p> <p><input type="checkbox"/> Did not inspect exterior of comparable sales from street</p> <p><input type="checkbox"/> Did inspect exterior of comparable sales from street Date of Inspection _____</p>
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## Appraisal Update and/or Completion Report

File # \_\_\_\_\_

The purpose of this report form is to provide the lender/client with an accurate update of an appraisal and/or to report a certification of completion. The appraiser must identify the service(s) provided by selecting the appropriate report type.

Property Address _____		Unit # _____	
City _____	State _____	Zip Code _____	
Legal Description _____		County _____	
Borrower _____	Contract Price \$ _____	Date of Contract _____	Effective Date of Original Appraisal _____
Property Rights Appraised <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe) _____		Original Appraised Value \$ _____	
Original Appraiser _____		Company Name _____	
Original Lender/Client _____		Address _____	

**■ SUMMARY APPRAISAL UPDATE REPORT**

**INTENDED USE:** The intended use of this appraisal update is for the lender/client to evaluate the property that is the subject of this report to determine if the property has declined in value since the date of the original appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal update is the lender/client.

**SCOPE OF WORK:** The appraiser must, at a minimum: (1) concur with the original appraisal, (2) perform an exterior inspection of the subject property from at least the street, and (3) research, verify, and analyze current market data in order to determine if the property has declined in value since the effective date of the original appraisal.

**HAS THE MARKET VALUE OF THE SUBJECT PROPERTY DECLINED SINCE THE EFFECTIVE DATE OF THE ORIGINAL APPRAISAL?**  Yes  No

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**APPRAISER'S CERTIFICATION:** The appraiser certifies and agrees that:

- I have, at a minimum, developed and reported this appraisal update in accordance with the scope of work requirements stated in this appraisal update report and concur with the analysis and conclusions in the original appraisal.
- I performed this appraisal update in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal update was prepared.
- I have updated the appraisal by incorporating the original appraisal report.
- I have summarized my analysis and conclusions in this appraisal update and retained all supporting data in my work file.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal update assignment, have read the appraisal update report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal update report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

**■ CERTIFICATION OF COMPLETION**

**INTENDED USE:** The intended use of this certification of completion is for the lender/client to confirm that the requirements or conditions stated in the appraisal report referenced above have been met.

**INTENDED USER:** The intended user of this certification of completion is the lender/client.

**HAVE THE IMPROVEMENTS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS STATED IN THE ORIGINAL APPRAISAL REPORT?**  Yes  No If No, describe any impact on the opinion of market value.

---

**APPRAISER'S CERTIFICATION:** I certify that I have performed a visual inspection of the subject property to determine if the conditions or requirements stated in the original appraisal have been satisfied.

**SUPERVISORY APPRAISER'S CERTIFICATION:** I accept full responsibility for this certification of completion.

**SIGNATURES**

**ADDITIONAL CERTIFICATION:** I/we certify that if this report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this report containing a copy or representation of my signature, the report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

<p><b>APPRAISER</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p> <p>Telephone Number _____</p> <p>Date of Signature and Report _____</p> <p>Effective Date of Appraisal Update _____</p> <p>Date of Inspection _____</p> <p>State Certification # _____</p> <p>or State License # _____</p> <p>or Other (describe) _____ State # _____</p> <p>State _____</p> <p>Expiration Date of Certification or License _____</p> <p><b>CURRENT LENDER/CLIENT</b></p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p>	<p><b>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</b></p> <p>Signature _____</p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p> <p>Telephone Number _____</p> <p>Date of Signature _____</p> <p>State Certification # _____</p> <p>or State License # _____</p> <p>State _____</p> <p>Expiration Date of Certification or License _____</p> <p><b>SUPERVISORY APPRAISER</b></p> <p><input type="checkbox"/> Did not inspect subject property</p> <p><input type="checkbox"/> Did inspect exterior of subject property from street</p> <p>Date of Inspection _____</p> <p><input type="checkbox"/> Did inspect interior and exterior of subject property</p> <p>Date of Inspection _____</p>
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# Market Conditions Addendum to the Appraisal Report

File No. \_\_\_\_\_

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Borrower \_\_\_\_\_

**Instructions:** The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. If data sources provide the required information as an average instead of the median, then the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab. Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
<b>Median Sale &amp; List Price, DOM, List/Sale Ratio</b>	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median List-to-Sale Price Ratio				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Seller-(developer, builder, etc.) paid financial assistance prevalent?	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).

\_\_\_\_\_

\_\_\_\_\_

Are foreclosure sales (REO sales) a factor in the market?  Yes  No. If yes, explain (including the trends in listings and sales of foreclosed properties).

\_\_\_\_\_

\_\_\_\_\_

Cite data sources for above information.

\_\_\_\_\_

\_\_\_\_\_

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If the subject is a unit in a condominium or cooperative project, complete the following:** Project Name: \_\_\_\_\_

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project?  Yes  No. If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

\_\_\_\_\_

\_\_\_\_\_

Summarize the above trends and address the impact on the subject unit and project.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature _____	Signature _____
Appraiser Name _____	Supervisory Appraiser Name _____
Company Name _____	Company Name _____
Company Address _____	Company Address _____
State License/Certification # _____ State _____	State License/Certification # _____ State _____
Email Address _____	Email Address _____





# Request for Verification of Employment

**Privacy Act Notice:** This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

**Instructions:** Lender — Complete items 1 through 7. Have applicant complete item 8. Forward directly to employer named in item 1.  
 Employer — Please complete either Part II or Part III as applicable. Complete Part IV and return directly to lender named in item 2.  
 The form is to be transmitted directly to the lender and is not to be transmitted through the applicant or any other party.

## Part I — Request

1. To (Name and address of employer)	2. From (Name and address of lender)
--------------------------------------	--------------------------------------

I certify that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party.

3. Signature of Lender	4. Title	5. Date	6. Lender's Number (Optional)
------------------------	----------	---------	-------------------------------

I have applied for a mortgage loan and stated that I am now or was formerly employed by you. My signature below authorizes verification of this information.

7. Name and Address of Applicant (include employee or badge number)	8. Signature of Applicant
---	---------------------------

## Part II — Verification of Present Employment

9. Applicant's Date of Employment	10. Present Position	11. Probability of Continued Employment
-----------------------------------	----------------------	---

12A. Current Gross Base Pay (Enter Amount and Check Period)				13. For Military Personnel Only		14. If Overtime or Bonus is Applicable, Is Its Continuance Likely?	
<input type="checkbox"/> Annual <input type="checkbox"/> Hourly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (Specify) <input type="checkbox"/> Weekly				Pay Grade			
\$ _____ 12B. Gross Earnings				Type	Monthly Amount	Overtime <input type="checkbox"/> Yes <input type="checkbox"/> No Bonus <input type="checkbox"/> Yes <input type="checkbox"/> No	
Type	Year To Date	Past Year	Past Year	Base Pay	\$	15. If paid hourly — average hours per week	
Base Pay	Thru _____	\$	\$	Flight or Hazard	\$	16. Date of applicant's next pay increase	
Overtime	\$	\$	\$	Clothing	\$	17. Projected amount of next pay increase	
Commissions	\$	\$	\$	Quarters	\$	18. Date of applicant's last pay increase	
Bonus	\$	\$	\$	Pro Pay	\$	19. Amount of last pay increase	
Total	\$ 0.00	\$ 0.00	\$ 0.00	Overseas or Combat	\$		
				Variable Housing Allowance	\$		

20. Remarks (If employee was off work for any length of time, please indicate time period and reason)

## Part III — Verification of Previous Employment

21. Date Hired	23. Salary/Wage at Termination Per (Year) (Month) (Week)		
22. Date Terminated	Base _____	Overtime _____	Bonus _____
24. Reason for Leaving		25. Position Held	

**Part IV — Authorized Signature** - Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.A., FmHA/FHA Commissioner, or the HUD/CPD Assistant Secretary.

26. Signature of Employer	27. Title (Please print or type)	28. Date
29. Print or type name signed in Item 26	30. Phone No.	



# Request for Verification of Deposit

**Privacy Act Notice:** This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (If VA); by 12 USC, Section 1701 et.seq. (If HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et.seq. or 7 USC, 1921 et.seq. (If USDA/FmHA).

**Instructions:** Lender — Complete Items 1 through 8. Have applicant(s) complete Item 9. Forward directly to depository named in Item 1.  
Depository — Please complete Items 10 through 18 and return DIRECTLY to lender named in Item 2.  
**The form is to be transmitted directly to the lender and is not to be transmitted through the applicant(s) or any other party.**

### Part I — Request

1. To (Name and address of depository)	2. From (Name and address of lender)
--	--------------------------------------

I certify that this verification has been sent directly to the bank or depository and has not passed through the hands of the applicant or any other party.

3. Signature of lender	4. Title	5. Date	6. Lender's No. (Optional)
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### 7. Information To Be Verified

Type of Account	Account in Name of	Account Number	Balance
			\$
			\$
			\$

**To Depository:** I/We have applied for a mortgage loan and stated in my financial statement that the balance on deposit with you is as shown above. You are authorized to verify this information and to supply the lender identified above with the information requested in Items 10 through 13. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

8. Name and Address of Applicant(s)	9. Signature of Applicant(s)
-------------------------------------	------------------------------

### To Be Completed by Depository

### Part II — Verification of Depository

#### 10. Deposit Accounts of Applicant(s)

Type of Account	Account Number	Current Balance	Average Balance For Previous Two Months	Date Opened
		\$	\$	
		\$	\$	
		\$	\$	

#### 11. Loans Outstanding To Applicant(s)

Loan Number	Date of Loan	Original Amount	Current Balance	Installments (Monthly/Quarterly)		Secured By	Number of Late Payments
				\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		

12. Please include any additional information which may be of assistance in determination of credit worthiness. (Please include information on loans paid-in-full in Item 11 above.)

13. If the name(s) on the account(s) differ from those listed in Item 7, please supply the name(s) on the account(s) as reflected by your records.

### Part III — Authorized Signature - Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.A., FmHA/FHA Commissioner, or the HUD/CPD Assistant Secretary.

14. Signature of Depository Representative	15. Title (Please print or type)	16. Date
17. Please print or type name signed in item 14	18. Phone No.	



# Single-Family Application for Insurance Benefits

**U.S. Department of Housing  
and Urban Development**  
Office of Housing  
Federal Housing Commissioner

Write numeric date where indicated (i.e. MM-DD-YYYY).		General Information	
1. Claim Type <input type="checkbox"/> 01-Conveyance <input type="checkbox"/> 02-Assignment <input type="checkbox"/> 03-Automatic Assignment <input type="checkbox"/> 04-Coinsurance <input type="checkbox"/> 05-Supplemental <input type="checkbox"/> 06-CWCOT <input type="checkbox"/> 07-PFS <input type="checkbox"/> Other <input type="checkbox"/> 31-Spec. Forb. <input type="checkbox"/> 32-Modification <input type="checkbox"/> 33-Partial Claim		2. FHA Case Number	
3. Section of the Act Code		4. Default reason code (2 digits)	
7. Due date of first payment to principal and interest a. Original    b. Modified		8. Due date last complete installment paid	
11. Date foreclosure proceedings <input type="checkbox"/> a. Instituted <input type="checkbox"/> b. Date of deed in lieu		12. Holding mortgagee number (payee) (10 digits)	
15. Mortgage amount a. Original    b. Modified		16. Holding mortgagee EIN (9 digits)	
19. Expiration date of extension to foreclose/assign		20. Date of notice/Extension to convey	
23. If item 22 is No, date of local HUD Office approval		24. Is property conveyed damaged? <input type="checkbox"/> Yes <input type="checkbox"/> No	
26. Type of Damage <input type="checkbox"/> Tornado <input type="checkbox"/> Boiler explosion (Condominium units only) <input type="checkbox"/> Fire <input type="checkbox"/> Damage (203.377) <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake		27. Recovery or estimate of damage	
28. Is mortgagee successful bidder? <input type="checkbox"/> Yes <input type="checkbox"/> No		29. Deficiency Judgment Code	
30. Authorized bid amount		31. Mortgagee reported curtailment date	

### 32. Schedule of Tax Information

Tax Year	Type of tax or assessment	Collector's property identification	Amount paid	Period covered		Date paid
				From	To	

33. Mortgagor's name, SSN and property address	34. Brief legal description of property
--	---

**Certification:** The undersigned agrees that in the event of damage by fire (except as otherwise provided in section 203.379(b) of the HUD regulations; flood, earthquake, tornado, or boiler explosion, if applicable, the Secretary may deduct from the settlement to be made to the mortgagee an amount computed in accordance with the applicable HUD regulations. The undersigned further agrees: (1) that in the event the Secretary finds it necessary to reconvey the above described property to the mortgagee, because of the mortgagee's noncompliance with HUD regulations, the mortgagee shall reimburse the Secretary for any settlement made in debentures and/or cash and for all cash disbursements, including those for repairs and rehabilitation of the property, made by the Secretary; and (2) that if a mortgagee does not comply with HUD regulations, the mortgagee remains responsible for the property, and any loss or damage thereto, notwithstanding the filing of the deed to the Secretary for record, and such responsibility is retained by the mortgagee until HUD regulations have been fully complied with (203.379).

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**By signing below, the undersigned certifies that the statements and information contained hereon (face and reverse) are true and correct.**

35. Name & address of mortgagee (include Zip Code)	36. Name & address of Mortgagee's servicer (include Zip Code)
37. Mortgagee official signature, date & title. (Signature not necessary if signed by (Servicer))	38. Servicer signature, date & title.

Mail Original to: Department of Housing and Urban Development, Office of Financial Services/OFS, SF Claims Br., PO Box 23297, Washington, D. C. 20026

Continuation of Application

39. Amount of monthly payment to: a. FHA Insurance	b. Taxes	c. Hazard insurance	d. Interest & Principal
40. If Bankruptcy filed, enter date filed	41. If conveyed/assigned damaged, date damage occurred	42. Date HIP cancelled or refused, if applicable	43. Number of living units

44. Status of Living Units		
Unit #1. a. <input type="checkbox"/> Vacant <input type="checkbox"/> Occupied (Enter name of occupant)	b. Date vacated, if applicable	c. Date secured, if applicable
Unit #2. a. <input type="checkbox"/> Vacant <input type="checkbox"/> Occupied (Enter name of occupant)	b. Date vacated, if applicable	c. Date secured, if applicable
Unit #3. a. <input type="checkbox"/> Vacant <input type="checkbox"/> Occupied (Enter name of occupant)	b. Date vacated, if applicable	c. Date secured, if applicable
Unit #4. a. <input type="checkbox"/> Vacant <input type="checkbox"/> Occupied (Enter name of occupant)	b. Date vacated, if applicable	c. Date secured, if applicable

45. Modified Interest Rate	46. New Maturity Date	47. Interest Rate (prior to modification)
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Mortgagee's comments, if any.

HUD's comments, if any.

Public Reporting Burden for this collection of information is estimated to average 1.33 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. This information is required to obtain mortgage insurance benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

**Sensitive Information.** Some information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

# Single-Family Application for Insurance Benefits

## Part B Fiscal Data

100. Mortgagor's Name and Property Address	101. FHA Case Number	102. Section of Act Code
	103. Mortgagee's reference number (max. 15 digits)	104. Date form prepared
	105. Exp. date to Submit Title Evidence, or fiscal data for Part B	106. Check if supplemental <input type="checkbox"/>

Line Number	Description	Column A Deductions	Column B Additions	Column C Interest	
107.	Adjustment to Loan Balance (if different from Item 17, Part A)				
108.	Sale/Bid or Appraisal Value (for Coinsurance or Nonconveyance)				
109.	Escrow Balance (as of date in Item 10, Part A)				
110.	Total Disbursements for Protection and Preservation (from line 264, Part C)				
111.	Total Disbursements (from line 305, Part D)				
112.	Attorney/Trustee Fees Paid (from line 306, Part D)				
113.	Foreclosure, Acquisition, Conveyance, and Other Costs (from line 307, Part D)				
114.	Bankruptcy Fee (if applicable) (from line 310, Part D)				
115.	Rental Income				
116.	Rental Expense				
117.	Total Taxes on Deed (from line 308, Part D)				
118.	Recovery or Damage (if not reported on Part A) (Use line 119 if reported on Part A)				
119.	Estimate or Recovery From Part A \$ _____ Less Total Insurance Recovery _____ Adjusted Amount (plus or minus) \$ _____				
120.	Special Assessments ( <b>Do Not Use for Coinsurance</b> )(from line 309, Part D)				
121.	Mortgage Note Interest (assignments, coinsurance, and special forbearance agreements only) From _____ To _____ Rate _____ %				
122.	Mortgage Insurance Premiums (from line 311, Part D)				
123.	Unapplied Section 235 Assistance Payments (Earned Assistance only)				
124.	Overpaid Section 235 Assistance Payments				
<b>Coinsurance or Nonconveyances Only</b>					
125.	Overhead Costs (from line 405, Part E)				
126.	Uncollected Interest (Approved Forbearance Agreements Only)				
127.	Amount due from buyer at closing or at appraisal notice date (from line 406, Part E)				
128.	Amount owed to buyer at closing or at appraisal notice date (from line 407, Part E)				
<b>See Instructions</b>					
129.	Additional closing costs (from line 408, Part E)				
130.	Appraisal Fee (from line 409, Part E)				
131.	Deficiency Judgment Costs/Fees (from line 410, Part E)				
132.					
133.	Contact Name and Telephone Number: Holding Mortgagee	<b>Totals</b>	134. \$	135. \$	136. \$

Contact Name and Telephone Number: Servicing Mortgagee	137. Net Claim Amount (columns B - A + C) \$
--	--

**Certification:** The undersigned certifies that the amounts listed above represent all the expenses actually paid by on or behalf of the mortgagee in connection with the foreclosure, acquisition, conveyance, assignment operation, protection, or preservation of the property identified by the above FHA case number and that the information shown above is true and correct, and the undersigned agrees that upon request of HUD it will furnish receipted invoices for any amounts shown above.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**By signing below, the undersigned certifies that the statements and information contained hereon (face and reverse) are true and correct.**

138. Mortgagee official signature, date and title. (Signature not necessary if signed by Servicer)	139. Servicer Signature, date and title
--	---

**Mail Original to:** Department of Housing and Urban Development, Office of Financial Services/OFS, SF Claims Br., PO Box 23297, Washington, D. C. 20026

# Single-Family Application for Insurance Benefits

## Part C Support Document

200. Mortgagor's Name and Property Address	201. FHA Case Number	202. Section of Act Code
	203. Mortgagee's reference number (max. 15 digits)	
	204. Date	205. Debenture interest rate

### Disbursements for Protection and Preservation (Continues on back)

Date Paid	Date Work Completed	Description of Service Performed	Amount Paid \$	Debenture Interest \$
206.				
207.				
208.				
209.				
210.				
211.				
212.				
213.				
214.				
215.				
216.				
217.				
218.				
219.				
220.				
221.				
222.				
223.				
224.				
225.				
226.				
227.				
228.				
229.				
230.				
231.				
232.				
233.				
234.				
235.				
236.				
237.				
263. Subtotals brought forward from line 262 on back				
264. Enter amount paid and interest (Enter also on line 110, Part B)			Totals	

265. Holding Mortgagee Contact Name and Telephone Number:

266. Servicing Mortgagee Contact Name and Telephone Number:

**Certification:** The undersigned certifies that the amounts listed above represent all the expenses actually paid by on or behalf of the mortgagee in connection with the foreclosure, acquisition, conveyance, assignment operation, protection, or preservation of the property identified by the above FHA case number and that the information shown above is true and correct, and the undersigned agrees that upon request of HUD it will furnish receipted invoices for any amounts shown above.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**By signing below, the undersigned certifies that the statements and information contained hereon (face and reverse) are true and correct.**

267. Mortgagee official signature, date and title. (Signature not necessary if signed by Servicer)

268. Servicer Signature, date and title

Mail Original to: Local HUD Office

**Single-Family Application  
for Insurance Benefits**  
Part C continuation

**Disbursements for Protection and Preservation**

Date Paid	Date Work Completed	Description of Service Performed	Amount Paid \$	Debiture Interest \$
238.				
239.				
240.				
241.				
242.				
243.				
244.				
245.				
246.				
247.				
248.				
249.				
250.				
251.				
252.				
253.				
254.				
255.				
256.				
257.				
258.				
259.				
260.				
261.				
262. Subtotals (bring forward to line 263 on front				
Mortgagee's comments, if any				

HUD's comments, if any

**Single-Family Application**

**for Insurance Benefits**

Part D Support Document (Continuation 1)

300. FHA Case Number	301. Section of Act Code	302. Mortgagee's reference number (max. 15 digits)	303. Debenture Interest Rate	304. Date
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305. Disbursements for HIP, taxes, ground rents and water rates (which were liens prior to mortgage), eviction costs and other disbursements not shown elsewhere. (Do not include penalties for late payment.) Only costs incurred between the dates in items 8 and 10 of Part A are allowed.

Date Paid	Description	Amount Paid	Debenture Interest	Date Paid	Description	Amount Paid	Debenture Interest
Enter on Line 111, Part B						Totals	\$

306. Attorney/Trustee Fees				307. Foreclosure and/or acquisition, conveyance and other costs			
Date Paid	Description	Amount Paid	Debenture Interest	Date Paid	Description	Amount Paid	Debenture Interest
	Attorney's fees						
	Trustee fees						
Enter on Line 112, Part B				Enter on Line 113, Part B			
Totals		\$		Totals		\$	

308. Taxes on Deed							
Date Paid	Type	to Mortgagee		to HUD		Amount Paid	Debenture Interest
	State						
	Other						
Enter on Line 117, Part B						Totals	\$

309. Special Assessments (Do not use for Coinsurance, see Part E)					310. Bankruptcy			
Date Paid	Date Lien Attached	Description	Amount Paid	Debenture Interest	Date Paid	Description	Amount Paid	Debenture Interest
Enter on Line 120, Part B					Enter on Line 114, Part B			
Totals			\$		Totals			\$

311. Mortgage Insurance Premiums									
Date Paid	Period Covered		Amount Paid	Debenture Interest	Date Paid	Period Covered		Amount Paid	Debenture Interest
	From	To				From	To		
Enter on Line 122, Part B						Totals	\$		

Mail Original to: Department of Housing and Urban Development, Office of Financial Services/OFS, SF Claims Br., PO Box 23297, Washington, D. C. 20026

# Single-Family Application for Insurance Benefits

Part E Support Document (Continuation 2)

Use this form when filing for Coinsurance or Nonconveyances

400. FHA Case Number	401. Section of Act Code	402. Mortgagee's reference number (max. 15 digits)	403. Debenture Interest Rate	404. Date
<b>405. Overhead Costs</b> One Time Charge (not to exceed \$40) \$ _____ No. of Months _____ x amount \$ _____ = _____ Enter on Line 125, Part B Total \$ _____		<b>409. Appraisal Fee</b> _____ \$ _____ _____ Enter on Line 130, Part B Total \$ _____		
<b>406. Amounts due from buyer at closing or at appraisal notice date for:</b> Taxes \$ _____ Water rates _____ Special Assessments _____ _____ Enter on Line 127, Part B Total \$ _____		<b>410. Deficiency Judgment Costs/Fees</b> _____ \$ _____ _____ _____ Enter on Line 131, Part B Total \$ _____		
<b>407. Amounts owed to buyer at closing or at appraisal notice date for:</b> Taxes \$ _____ Water rates _____ Special Assessments _____ _____ Enter on Line 128, Part B Total \$ _____		<b>411. Reserved</b> _____ \$ _____ _____ _____ Total \$ _____		
<b>408. Additional closing costs at settlement</b> Discount Points on FHA/VA Financing \$ _____ Sales Commission _____ Recording Fees _____ Servicing Charge _____ Termite Report _____ Title Insurance _____ Appraisal _____ _____ Enter on Line 129, Part B Total \$ _____		<b>412. Reserved</b> _____ \$ _____ _____ _____ _____ _____ _____ Total \$ _____		

# Request for Transcript of Tax Return

▶ **Request may be rejected if the form is incomplete or illegible.**

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions)	
<b>4</b> Previous address shown on the last return filed if different from line 3 (See instructions)	

**5** If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

**Caution.** If the transcript is being mailed to a third party, ensure that you have filled in line 6 and line 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy.

- 6 Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶
- a Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . .
  - b Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days. . . . .
  - c Record of Account**, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days . . . . .
- 7 Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . .
- 8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2007, filed in 2008, will not be available from the IRS until 2009. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days . . .

**Caution.** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

**9 Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note.** For transcripts being sent to a third party, this form must be received *within 120 days of signature date*.

<b>Sign Here</b>	Signature (see instructions)	Date	Telephone number of taxpayer on line 1a or 2a
	Title (if line 1a above is a corporation, partnership, estate, or trust)		
	Spouse's signature	Date	



## General Instructions

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAVS teams, send your request to the team based on the address of your most recent return.

**Automated transcript request.** You can quickly request transcripts by using our automated self help-service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Order a Transcript" or call 1-800-908-9946.

### Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Florida, Georgia (After June 30, 2011, send your transcript requests to Kansas City, MO)	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	RAIVS Team Stop 6716 AUSC Austin, TX 73301  512-460-2272
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888  559-456-5876
Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	RAIVS Team Stop 6705 P-6 Kansas City, MO 64999  816-292-6102

### Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409  801-620-6922

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250  859-669-3592
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**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P. O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note.** If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.

# Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

## Section I. General Information

Inspection Company, Address & Phone

Company's Business Lic. No.

Date of Inspection

Address of Property Inspected

Inspector's Name, Signature & Certification, Registration, or Lic. #

Structure(s) Inspected

## Section II. Inspection Findings

This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. **Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:**

**A. No visible** evidence of wood destroying insects was observed.

**B. Visible** evidence of wood destroying insects was observed as follows:

1. Live insects (description and location): \_\_\_\_\_

2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): \_\_\_\_\_

3. **Visible** damage from wood destroying insects was noted as follows (description and location): \_\_\_\_\_

**NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present.** If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Yes  No  It appears that the structure(s) or a portion thereof may have been previously treated. Visible evidence of possible previous treatment: \_\_\_\_\_

The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment and any warranty or service agreement which may be in place.

## Section III. Recommendations

No treatment recommended: (Explain if Box B in Section II is checked) \_\_\_\_\_

Recommend treatment for the control of: \_\_\_\_\_

## Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

- Basement \_\_\_\_\_
- Crawlspace \_\_\_\_\_
- Main Level \_\_\_\_\_
- Attic \_\_\_\_\_
- Garage \_\_\_\_\_
- Exterior \_\_\_\_\_
- Porch \_\_\_\_\_
- Addition \_\_\_\_\_
- Other \_\_\_\_\_

The inspector may write out obstructions or use the following optional key:

- 1. Fixed ceiling
- 2. Suspended ceiling
- 3. Fixed wall covering
- 4. Floor covering
- 5. Insulation
- 6. Cabinets or shelving
- 7. Stored items
- 8. Furnishings
- 9. Appliances
- 10. No access or entry
- 11. Limited access
- 12. No access beneath
- 13. Only visual access
- 14. Cluttered condition
- 15. Standing water
- 16. Dense vegetation
- 17. Exterior siding
- 18. Window well covers
- 19. Wood pile
- 20. Snow
- 21. Unsafe conditions
- 22. Rigid foam board
- 23. Synthetic stucco
- 24. Duct work, plumbing, and/or wiring

## Section V. Additional Comments and Attachments (these are an integral part of the report)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments \_\_\_\_\_

**Signature of Seller(s)** or Owner(s) if refinancing. Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer.

X

**Signature of Buyer.** The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X

# Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. **For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms. This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.**
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites:** FHA and VA require treatment when any active infestation of subterranean termites is found. If signs of subterranean termites — but no activity — are found in a structure that shows no evidence of having been treated for subterranean termites in the past, then a treatment should be recommended. A treatment may also be recommended for a previously treated structure showing evidence of subterranean termites — but no activity — if there is no documentation of a liquid treatment by a licensed pest control company within the previous five years unless the structure is presently under warranty or covered by a service agreement with a licensed pest control company.
- 3. Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- 5. Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**

# Individual Condominium Unit Appraisal Report

File # \_\_\_\_\_

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	Unit #	City	State	Zip Code
Borrower	Owner of Public Record		County	
Legal Description				
Assessor's Parcel #	Tax Year		R.E. Taxes \$	
Project Name	Phase #	Map Reference	Census Tract	
Occupant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$		HOA \$	<input type="checkbox"/> per year <input type="checkbox"/> per month
Property Rights Appraised <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)				
Assignment Type <input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input type="checkbox"/> Other (describe)				
Lender/Client		Address		
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Report data source(s) used, offering price(s), and date(s).				

**CONTRACT**

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_ Is the property seller the owner of public record?  Yes  No Data Source(s) \_\_\_\_\_

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
If Yes, report the total dollar amount and describe the items to be paid.

**NEIGHBORHOOD**

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics	Condominium Unit Housing Trends	Condominium Housing	Present Land Use %
Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	One-Unit %
Built-Up <input type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	AGE (yrs)	2-4 Unit %
Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	Low	Multi-Family %
Neighborhood Boundaries		High	Commercial %
		Pred.	Other %
Neighborhood Description			
Market Conditions (including support for the above conclusions)			

**PROJECT SITE**

Topography \_\_\_\_\_ Size \_\_\_\_\_ Density \_\_\_\_\_ View \_\_\_\_\_

Specific Zoning Classification \_\_\_\_\_ Zoning Description \_\_\_\_\_

Zoning Compliance  Legal  Legal Nonconforming – Do the zoning regulations permit rebuilding to current density?  Yes  No

No Zoning  Illegal (describe) \_\_\_\_\_

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe \_\_\_\_\_

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>	Street	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input type="checkbox"/>	Alley	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone \_\_\_\_\_ FEMA Map # \_\_\_\_\_ FEMA Map Date \_\_\_\_\_

Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe \_\_\_\_\_

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe \_\_\_\_\_

Data source(s) for project information \_\_\_\_\_

Project Description  Detached  Row or Townhouse  Garden  Mid-Rise  High-Rise  Other (describe) \_\_\_\_\_

General Description	General Description	Subject Phase	If Project Completed	If Project Incomplete
# of Stories	Exterior Walls	# of Units	# of Phases	# of Planned Phases
# of Elevators	Roof Surface	# of Units Completed	# of Units	# of Planned Units
<input type="checkbox"/> Existing <input type="checkbox"/> Proposed	Total # Parking	# of Units For Sale	# of Units for Sale	# of Units for Sale
<input type="checkbox"/> Under Construction	Ratio (spaces/units)	# of Units Sold	# of Units Sold	# of Units Sold
Year Built	Type	# of Units Rented	# of Units Rented	# of Units Rented
Effective Age	Guest Parking	# of Owner Occupied Units	# of Owner Occupied Units	# of Owner Occupied Units

Project Primary Occupancy  Principle Residence  Second Home or Recreational  Tenant

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No

Management Group –  Homeowners' Association  Developer  Management Agent – Provide name of management company. \_\_\_\_\_

Does any single entity (the same individual, investor group, corporation, etc.) own more than 10% of the total units in the project?  Yes  No If Yes, describe \_\_\_\_\_

Was the project created by the conversion of an existing building(s) into a condominium?  Yes  No If Yes, describe the original use and the date of conversion. \_\_\_\_\_

Are the units, common elements, and recreation facilities complete (including any planned rehabilitation for a condominium conversion)?  Yes  No If No, describe \_\_\_\_\_

Is there any commercial space in the project?  Yes  No If Yes, describe and indicate the overall percentage of the commercial space. \_\_\_\_\_

# Individual Condominium Unit Appraisal Report

File # \_\_\_\_\_

PROJECT INFORMATION	Describe the condition of the project and quality of construction.				
	Describe the common elements and recreational facilities.				
	Are any common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.				
	Is the project subject to ground rent? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, \$ _____ per year (describe terms and conditions)				
	Are the parking facilities adequate for the project size and type? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe and comment on the effect on value and marketability.				
	I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the condominium project budget for the current year. Explain the results of the analysis of the budget (adequacy of fees, reserves, etc.), or why the analysis was not performed.				
	Are there any other fees (other than regular HOA charges) for the use of the project facilities? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, report the charges and describe.				
	Compared to other competitive projects of similar quality and design, the subject unit charge appears: <input type="checkbox"/> High <input type="checkbox"/> Average <input type="checkbox"/> Low If High or Low, describe				
	Are there any special or unusual characteristics of the project (based on the condominium documents, HOA meetings, or other information) known to the appraiser? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe and explain the effect on value and marketability.				
	Unit Charge \$ _____ per month X 12 = \$ _____ per year Annual assessment charge per year per square feet of gross living area = \$ _____				
Utilities included in the unit monthly assessment <input type="checkbox"/> None <input type="checkbox"/> Heat <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Cable <input type="checkbox"/> Other (describe)					
UNIT DESCRIPTION	<b>General Description</b>	<b>Interior materials/condition</b>	<b>Amenities</b>	<b>Appliances</b>	<b>Car Storage</b>
	Floor #	Floors	<input type="checkbox"/> Fireplace(s) #	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> None
	# of Levels	Walls	<input type="checkbox"/> Woodstove(s) #	<input type="checkbox"/> Range/Oven	<input type="checkbox"/> Garage <input type="checkbox"/> Covered <input type="checkbox"/> Open
	Heating Type Fuel	Trim/Finish	<input type="checkbox"/> Deck/Patio	<input type="checkbox"/> Disp <input type="checkbox"/> Microwave	# of Cars
	<input type="checkbox"/> Central AC <input type="checkbox"/> Individual AC	Bath Wainscot	<input type="checkbox"/> Porch/Balcony	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Assigned <input type="checkbox"/> Owned
	<input type="checkbox"/> Other (describe)	Doors	<input type="checkbox"/> Other	<input type="checkbox"/> Washer/Dryer	Parking Space #
	Finished area above grade contains: Rooms Bedrooms Bath(s)		Square Feet of Gross Living Area Above Grade		
	Are the heating and cooling for the individual units separately metered? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe and comment on compatibility to other projects in the market area.				
	Additional features (special energy efficient items, etc.)				
	Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.).				
PROPERTY DESCRIPTION	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe				
	Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe				
	I <input type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain				
	My research <input type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal. Data source(s)				
	My research <input type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale. Data source(s)				
	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
	ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
	Date of Prior Sale/Transfer				
	Price of Prior Sale/Transfer				
	Data Source(s)				
Effective Date of Data Source(s)					
Analysis of prior sale or transfer history of the subject property and comparable sales.					





# Individual Condominium Unit Appraisal Report

File #

This report form is designed to report an appraisal of a unit in a condominium project or a condominium unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject unit, (2) inspect and analyze the condominium project, (3) inspect the neighborhood, (4) inspect each of the comparable sales from at least the street, (5) research, verify, and analyze data from reliable public and/or private sources, and (6) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

# Individual Condominium Unit Appraisal Report

File #

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.



# Individual Condominium Unit Appraisal Report

File # \_\_\_\_\_

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature and Report \_\_\_\_\_  
 Effective Date of Appraisal \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 or Other \_\_\_\_\_ State # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**

\_\_\_\_\_  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ \_\_\_\_\_

**LENDER/CLIENT**

Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

# SQUARE FOOT APPRAISAL FORM

For subscribers using the RESIDENTIAL COST HANDBOOK

Appraisal for \_\_\_\_\_ Property owner \_\_\_\_\_  
 Address \_\_\_\_\_ Appraiser \_\_\_\_\_  
 City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Date \_\_\_\_\_

<b>TYPE</b> <input type="checkbox"/> Single Family <input type="checkbox"/> Multiple <input type="checkbox"/> Town House <input type="checkbox"/> Row House <input type="checkbox"/> Manufactured <input type="checkbox"/> _____ Cabin, Dome, etc.	<b>QUALITY</b> <input type="checkbox"/> Low <input type="checkbox"/> Fair <input type="checkbox"/> Average <input type="checkbox"/> Good <input type="checkbox"/> Very Good <input type="checkbox"/> Excellent	<b>STYLE</b> <input type="checkbox"/> No. Stories _____ <input type="checkbox"/> Bi-level <input type="checkbox"/> Split Level <input type="checkbox"/> 1 1/2 story-Fin. <input type="checkbox"/> 1 1/2 story-Unf. <input type="checkbox"/> 2 1/2 story-Fin. <input type="checkbox"/> 2 1/2 story-Unf. <input type="checkbox"/> End Row <input type="checkbox"/> Inside Row <b>INTERIOR WALL</b> HEIGHT _____ ft <b>NUMBER OF MULTIPLE UNITS</b> _____	<b>EXTERIOR WALLS</b> <input type="checkbox"/> Hardboard/Plywood <input type="checkbox"/> Stucco <input type="checkbox"/> Siding or Shingle <input type="checkbox"/> Masonry Veneer <input type="checkbox"/> Common Brick <input type="checkbox"/> Face Brick or Stone <input type="checkbox"/> Concrete Block <b>MANUFACTURED HOUSING WALLS</b> <input type="checkbox"/> Alum., Ribbed <input type="checkbox"/> Lap Siding <input type="checkbox"/> Hardboard <input type="checkbox"/> Plywood	<b>ROOF COVER</b> <input type="checkbox"/> Built-Up or Comp. Shingle <input type="checkbox"/> Wood Shingle or Shake <input type="checkbox"/> Clay Tile <input type="checkbox"/> Concrete Tile <input type="checkbox"/> Slate <input type="checkbox"/> Metal _____ (Style or Type) <b>NUMBER OF PLUMBING</b> Fixtures _____ Rough-in _____ <b>BASEMENT AREA</b> Unf. _____ Fin. _____	<b>BALCONY AREA</b> <b>PORCH BRZVY, AREA</b> (a) _____ (b) _____ <b>GARAGE TYPE</b> <input type="checkbox"/> Detached <input type="checkbox"/> Attached <input type="checkbox"/> Built-in <input type="checkbox"/> Subterranean <input type="checkbox"/> Carport _____ (Gable, Shed or Flat) <b>GARAGE AREA</b>
---	--	--	---	---	--

AGE \_\_\_\_\_ CONDITION \_\_\_\_\_ CLIMATE: Mild  Moderate  Extreme  REGION: Western  Central  Eastern

	Factor	Quantity	Cost	Extension
1. COMPUTE RESIDENCE BASIC COST: $\frac{\text{Wall Height}}{\text{Factor}} \times \text{Floor Area} \times \frac{\text{Selected}}{\text{Sq. Ft. Cost}}$				\$
SQUARE FOOT ADJUSTMENTS: Specify type, quality, condition, age, etc.				+ -
2. Roofing				
3. Subfloor				
4. Floor Cover				
5. Plaster Interior				
6. Heating/Cooling				
7. Energy Adjustment				
8. Foundation				
LUMP SUM ADJUSTMENTS: Specify type, quality, condition, age, etc.				
9. Plumbing				
10. Fireplaces				
11. Built-in Appliances				
12. Miscellaneous (Dormers)				
13. SUBTOTAL ADJ. RESIDENCE COST: Line 1 plus or minus Lines 2-12				\$
14. BASEMENT, UNFINISHED				
15. Add for basement interior finish				
16. Add for basement outside entrance				
17. Add for basement garage: Single <input type="checkbox"/> Double <input type="checkbox"/>				
18. PORCH/BREEZEWAY, describe				
19. _____				
20. SUBTOTAL RESIDENCE COST: Total of Lines 13-19				\$
21. GARAGE OR CARPORT - sq. ft. area x selected sq. ft. cost				
22. Miscellaneous (roofing adjustment)				
23. SUBTOTAL OF GARAGE COST: Line 21 plus or minus Line 22				\$
24. SUBTOTAL OF ALL BUILDING IMPROVEMENTS: Sum of Lines 20 and 23				\$
25. Current Cost Multiplier _____ x Local Multiplier _____				
26. TOTAL BUILDING COST NEW: Line 24 x 25				\$
27. Depreciation: Physical and functional Life Exp. _____ Eff. Age _____ Deduction _____ % of Line 26				
28. Economic and/or Excessive Functional Obsolescence				
29. Depreciated cost of building improvements: Line 26 less Lines 27 and 28				
30. Yard improvements cost: List, total, apply multiplier and depreciate on reverse side				\$
31. Miscellaneous: (Landscaping) If local cost, do not apply any multipliers				
32. Lot or land value				
33. TOTAL INDICATED VALUE: Total of Lines 29-32				\$

MISCELLANEOUS CALCULATIONS  
(Lump Sums-Apply Appropriate Multipliers)

QUANTITY    UNIT    LUMP SUM    DEPRECIATION    TOTAL  
COST    EXTENSION    AGE/LIFE %

34.						
35.						
36.						
37.						
38.						
39.						
40.						
41.						
42.						
43.						

NOTES AND COMPUTATIONS

# SQUARE FOOT APPRAISAL FORM

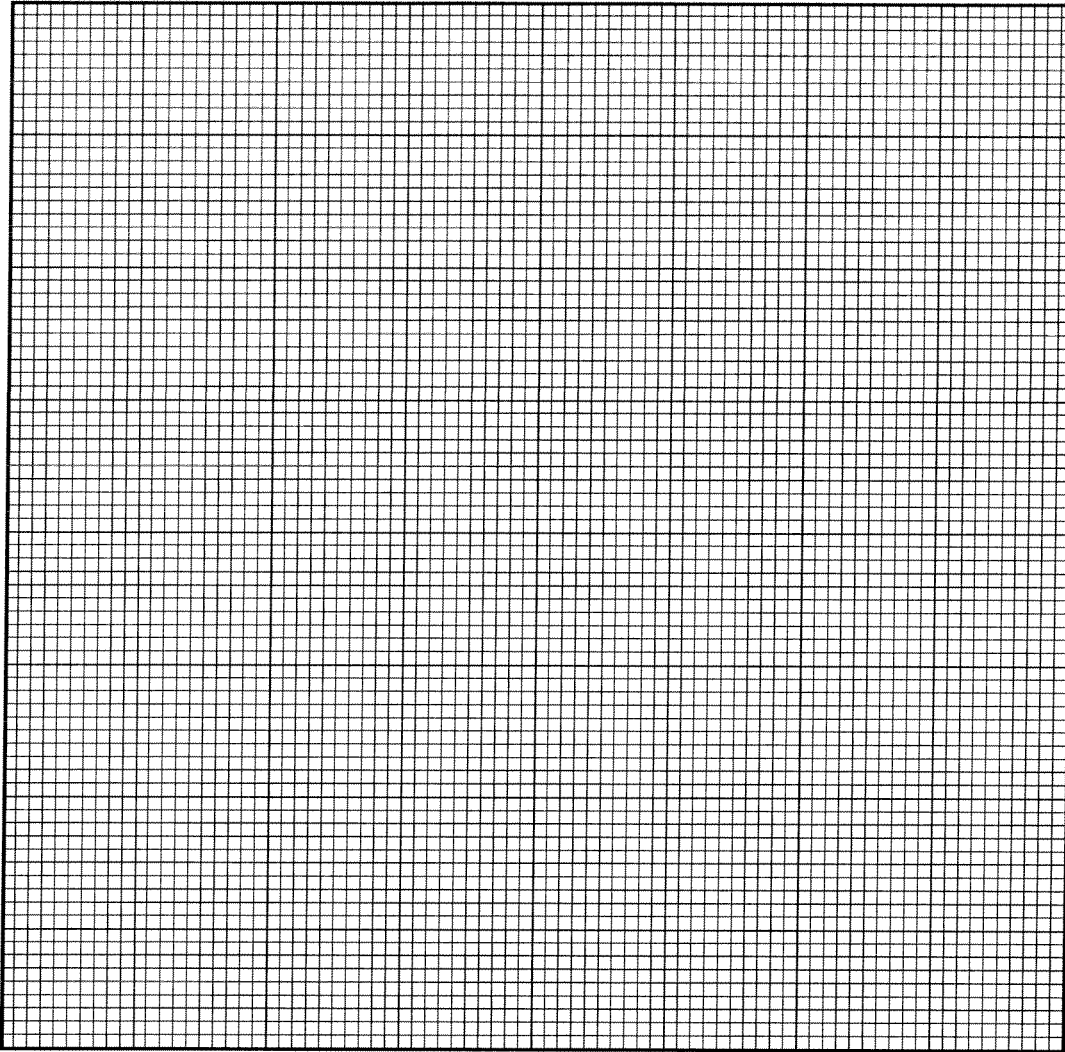
For subscribers using the RESIDENTIAL COST HANDBOOK

Appraisal for \_\_\_\_\_ Property owner \_\_\_\_\_  
 Address \_\_\_\_\_ Appraiser \_\_\_\_\_  
 City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Date \_\_\_\_\_

<b>TYPE</b>	<b>QUALITY</b>	<b>STYLE</b>	<b>EXTERIOR WALLS</b>	<b>ROOF COVER</b>	<b>BALCONY AREA</b>
<input type="checkbox"/> Single Family	<input type="checkbox"/> Low	<input type="checkbox"/> No. Stories _____	<input type="checkbox"/> Hardboard/Plywood	<input type="checkbox"/> Built-Up or Comp. Shingle	_____
<input type="checkbox"/> Multiple	<input type="checkbox"/> Fair	<input type="checkbox"/> Bi-level	<input type="checkbox"/> Stucco	<input type="checkbox"/> Wood Shingle or Shake	<b>PORCH BRZWWY, AREA</b>
<input type="checkbox"/> Town House	<input type="checkbox"/> Average	<input type="checkbox"/> Split Level	<input type="checkbox"/> Siding or Shingle	<input type="checkbox"/> Clay Tile	(a) _____
<input type="checkbox"/> Row House	<input type="checkbox"/> Good	<input type="checkbox"/> 1 1/2 story-Fin.	<input type="checkbox"/> Masonry Veneer	<input type="checkbox"/> Concrete Tile	(b) _____
<input type="checkbox"/> Manufactured	<input type="checkbox"/> Very Good	<input type="checkbox"/> 1 1/2 story-Unf.	<input type="checkbox"/> Common Brick	<input type="checkbox"/> Slate	<b>GARAGE TYPE</b>
<input type="checkbox"/> _____ Cabin, Dome, etc.	<input type="checkbox"/> Excellent	<input type="checkbox"/> 2 1/2 story-Unf.	<input type="checkbox"/> Face Brick or Stone	<input type="checkbox"/> Metal _____ (Style or Type)	<input type="checkbox"/> Detached
		<input type="checkbox"/> End Row	<input type="checkbox"/> Concrete Block		<input type="checkbox"/> Attached
<b>FLOOR AREA</b>	<b>HIGH VALUE</b>	<input type="checkbox"/> Inside Row	<b>MANUFACTURED HOUSING WALLS</b>	<b>NUMBER OF PLUMBING</b>	<input type="checkbox"/> Built-in
1st _____	<input type="checkbox"/> Class I	<b>INTERIOR WALL</b>	<input type="checkbox"/> Alum., Ribbed	Fixtures _____	<input type="checkbox"/> Subterranean
2nd _____	<input type="checkbox"/> Class II	<b>HEIGHT</b> _____ ft	<input type="checkbox"/> Lap Siding	Rough-in _____	<input type="checkbox"/> Carport _____
3rd _____	<input type="checkbox"/> Class III	<b>NUMBER OF MULTIPLE</b>	<input type="checkbox"/> Hardboard	<b>BASEMENT AREA</b>	(Gable, Shed or Flat)
Total _____	<input type="checkbox"/> Class IV	<b>UNITS</b> _____	<input type="checkbox"/> Plywood	Unf. _____	<b>GARAGE AREA</b>
				Fin. _____	

AGE \_\_\_\_\_ CONDITION \_\_\_\_\_ CLIMATE: Mild  Moderate  Extreme  REGION: Western  Central  Eastern

	Factor	Quantity	Cost	Extension
1. COMPUTE RESIDENCE BASIC COST: $\frac{\text{Wall Height Factor} \times \text{Floor Area} \times \text{Selected Sq. Ft. Cost}}$				\$
SQUARE FOOT ADJUSTMENTS: Specify type, quality, condition, age, etc.				
2. Roofing _____				+ -
3. Subfloor _____				+ -
4. Floor Cover _____				+ -
5. Plaster Interior _____				+ -
6. Heating/Cooling _____				+ -
7. Energy Adjustment _____				+ -
8. Foundation _____				+ -
LUMP SUM ADJUSTMENTS: Specify type, quality, condition, age, etc.				
9. Plumbing _____				+ -
10. Fireplaces _____				+ -
11. Built-in Appliances _____				+ -
12. Miscellaneous (Dormers) _____				+ -
13. SUBTOTAL ADJ. RESIDENCE COST: Line 1 plus or minus Lines 2-12				\$
14. BASEMENT, UNFINISHED _____				+ -
15. Add for basement interior finish _____				+ -
16. Add for basement outside entrance _____				+ -
17. Add for basement garage: Single <input type="checkbox"/> Double <input type="checkbox"/> _____				+ -
18. PORCH/BREEZEWAY, describe _____				+ -
19. _____				+ -
20. SUBTOTAL RESIDENCE COST: Total of Lines 13-19				\$
21. GARAGE OR CARPORT - sq. ft. area x selected sq. ft. cost				+ -
22. Miscellaneous (roofing adjustment) _____				+ -
23. SUBTOTAL OF GARAGE COST: Line 21 plus or minus Line 22				\$
24. SUBTOTAL OF ALL BUILDING IMPROVEMENTS: Sum of Lines 20 and 23				\$
25. Current Cost Multiplier _____ x Local Multiplier _____				
26. TOTAL BUILDING COST NEW: Line 24 x 25				\$
27. Depreciation: Physical and functional Life Exp. _____ Eff. Age _____ Deduction _____ % of Line 26				
28. Economic and/or Excessive Functional Obsolescence _____				
29. Depreciated cost of building improvements: Line 26 less Lines 27 and 28				
30. Yard improvements cost: List, total, apply multiplier and depreciate on reverse side				\$
31. Miscellaneous: (Landscaping) If local cost, do not apply any multipliers _____				
32. Lot or land value _____				
33. TOTAL INDICATED VALUE: Total of Lines 29-32				\$



**MISCELLANEOUS CALCULATIONS**  
(Lump Sums-Apply Appropriate Multipliers)

**QUANTITY    UNIT    LUMP SUM    DEPRECIATION    TOTAL**  
**COST    EXTENSION    AGE/LIFE %**

	QUANTITY	UNIT	LUMP SUM	DEPRECIATION	TOTAL
	COST	EXTENSION	AGE/LIFE %		
34.					
35.					
36.					
37.					
38.					
39.					
40.					
41.					
42.					
43.					

NOTES AND COMPUTATIONS

# Compliance Inspection Report

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB No. 2502-0189  
(exp. 06/30/2014)

**Note:** Reports of Final and Repair Compliance Inspections left at site always require reviewer's signature to be Official. Consult mortgagee for official reports.

Builder's Name and Address	<input type="checkbox"/> Report not left at site.  <input type="checkbox"/> Report not official without reviewer's signature.	FHA Case Number  Date of Inspection (mm/dd/yyyy)
Mortgagee's Name and Address	Property Address	

### I. Inspection of On-Site Improvements Reveals

- |   |   |
|---|---|
| 1. Construction <input type="checkbox"/> was, <input type="checkbox"/> was not begun prior to the date of mortgage insurance approval shown on the commitment, statement of appraised value or "Early Start" letter. (Applies to the initial report on new construction)<br>2. <input type="checkbox"/> Builder other than named in application<br>3. <input type="checkbox"/> Unable to make inspection. (Explain below)<br>4. <input type="checkbox"/> Accepted construction exhibits not available at site<br>5. <input type="checkbox"/> Individual Sewage disposal system; <input type="checkbox"/> Individual Water supply system<br><input type="checkbox"/> No noncompliance. <input type="checkbox"/> Correction essential as explained below.<br><input type="checkbox"/> Submit Health Department letter<br>6. <input type="checkbox"/> Correction req'd. by rppt. dated _____ not acceptably completed<br>7. <input type="checkbox"/> Repairs required by form HUD-92800.5B not acceptably completed<br>8. <input type="checkbox"/> Correction essential as explained below<br><input type="checkbox"/> a. Will examine at next inspection<br><input type="checkbox"/> b. Do not conceal until reinspected<br>9. <input type="checkbox"/> No noncompliance observed | 10. <input type="checkbox"/> Acceptable variations as described below (Request for Change, form HUD-92577, may be submitted).<br>11. <input type="checkbox"/> Extensive noncompliance as explained below (see IV.A below)<br>12. <input type="checkbox"/> On-site improvements acceptably completed subject to receipt of certification that mortgagee's inspection reveals satisfactory completion of all items listed below.<br>13. <input type="checkbox"/> On-site improvements acceptably completed except items listed below, completion of which is delayed by conditions beyond control of the builder (see IV.B below).<br>14. <input type="checkbox"/> On-site improvements acceptably completed<br>15. <input type="checkbox"/> Off-site improvements<br><input type="checkbox"/> a. Correction/Completion essential as explained below<br><input type="checkbox"/> b. Completion assured by escrow agreement or governing authority<br><input type="checkbox"/> c. Acceptably completed |
|---|---|

### II. Explanation of statements checked in Parts I and III

<input type="checkbox"/> Initial Inspection <input type="checkbox"/> Framing Inspection <input type="checkbox"/> Final Inspection <input type="checkbox"/> Other (explain) <input type="checkbox"/> Repair Inspection	Inspection Number
No.	No.

**Certification:** I certify that I have carefully inspected this property on this date. I have no personal interest, present or prospective, in the property, applicant, or proceeds of the mortgage. To the best of my knowledge I have reported all noncompliance, work requiring correction, and unacceptable work.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature	Date (mm/dd/yyyy)	<input type="checkbox"/> Fee Inspector <input type="checkbox"/> Appraiser <input type="checkbox"/> DE Staff Inspector <input type="checkbox"/> HUD Inspector	ID Number
-----------	-------------------	---	-----------

### III. Specific Conditions Required by the HUD-92800.5B, Not Requiring Field Inspection

16. <input type="checkbox"/> Submit items or resubmit incomplete items as noted above.	17. <input type="checkbox"/> Acceptable Compliance with all specific conditions not requiring field inspection.	18. <input type="checkbox"/> Submit Termite Soil Treatment Guarantee. <input type="checkbox"/> None
--	---	---

Approved	Signature	Date (mm/dd/yyyy)	ID Number
<input type="checkbox"/> as modified by me			
<input type="checkbox"/> Direct Endorsement Underwriter <input type="checkbox"/> Chief Architect <input type="checkbox"/> Deputy			

### IV. To Mortgagee: When signed below, refer to the statement on the back corresponding to the designation checked.

<input type="checkbox"/> <b>A. Noncompliance</b> <input type="checkbox"/> (a) Variations from exhibits. <input type="checkbox"/> (b) Unacceptable construction. <input type="checkbox"/> (c) Premature construction.	<input type="checkbox"/> <b>B. Compliance</b> -- Incomplete Items. "Mortgagee's Assurance of Completion", HUD-92300, may be submitted. for completion \$ _____ not later than:(mm/dd/yyyy)	<input type="checkbox"/> <b>C. Final Acceptance.</b> Closing papers may be submitted provided mortgage credit analysis is acceptable
---	--	--

Signature	Date (mm/dd/yyyy)	<input type="checkbox"/> Direct Endorsement Underwriter <input type="checkbox"/> Director of Housing Development <input type="checkbox"/> Deputy	ID Number
-----------	-------------------	---	-----------

<b>For HUD Use Only for concurrence of Direct Endorsement Processing of this Compliance Inspection Report. If signed, this final report is considered processed by HUD and, thereby, convertible to the Veterans Administration.</b>	Signature of HUD Authorized Agent
	Date (mm/dd/yyyy)

**See the statement below that corresponds to the designation checked on the front of the form under section "IV. To Mortgagee".**

**A. Noncompliance.** Construction is not acceptable or all specific conditions have not been fulfilled in accordance with the terms of the related commitment because of :

- (a) Variations from Exhibits.** Inspection reveals extensive non compliance, involving variations from accepted construction exhibits. The property will be considered ineligible for mortgage insurance (1) unless the work has been corrected so as to effect compliance, or (2) unless reprocessing is requested on the basis of the mortgage security as it is now being constructed, and this is found to be acceptable. Requests for reprocessing must be accompanied by a letter, in duplicate, fully describing the work as now being constructed, signed by the mortgagor and approved by the mortgagee. Where the plan arrangement, or either the exterior or interior appearance is affected, the mortgagor's letter must be accompanied by drawings, in duplicate, fully indicating the variations and signed by both the mortgagor and the mortgagee.
- (b) Unacceptable Construction.** Construction reveals extensive noncompliance with applicable FHA requirements or good construction practice. The property will be considered ineligible for mortgage insurance until construction has been corrected so as to effect compliance.
- (c) Premature Construction.** Inspection reveals that construction was begun prior to the date of approval for mortgage insurance (in noncompliance with the commitment or statement of appraised value).

**B. Compliance.** (with incomplete items)

Construction of on-site improvements has been acceptably completed except for any items listed on the front of this form. Completion of those items is delayed by conditions beyond the parties' control. The property will considered acceptable for mortgage insurance and closing papers may be submitted provided:

- (a)** All required off-site improvements have been acceptably completed and so reported, or their completion has been assured by an acceptable "Mortgagee's Assurance of Completion" form, and;
- (b)** All specific conditions not requiring field inspection as indicated on the front of this form have been acceptably fulfilled or evidence of compliance is submitted with the closing papers, and;
- (c)** The closing papers are accompanied by form HUD-92300, "Mortgagee's Assurance of Completion," properly executed and providing for withholding the sum indicated, or by indicating the sum is available on a commercial letter of credit, and for completion of construction not later than the date stated on the front of this form.

**C. Final Acceptance**

Construction has been completed and all specific conditions have been acceptably fulfilled. Closing papers may be submitted provided the mortgagee's credit analysis of the borrower is acceptably completed. Evidence of compliance with specific conditions not requiring field inspection as indicated on the front of this form may be submitted with the closing papers.

HUD Office of Native American Programs: Section 184 Loan Guarantee Program  
**CASE NUMBER REQUEST FORM**

All case requests should be emailed to Section184@Hud.gov or faxed to 202-401-2475  
All appraisals should be sent to 184appraisal@Hud.gov

1. Lender Name & TIN # \_\_\_\_\_
2. Lender Contact Name: \_\_\_\_\_ Email \_\_\_\_\_
3. Lender Telephone: \_\_\_\_\_ Lender Fax: \_\_\_\_\_
4. Please Indicate Purpose of Loan: (check)

**Refinance:**

**Acquisition:**

**Construction:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Streamline with appraisal           | <input type="checkbox"/> Acquisition of existing       | <input type="checkbox"/> Single Close Proposed |
| <input type="checkbox"/> Streamline without appraisal        | <input type="checkbox"/> Acquisition/Rehab of existing |  |
| <input type="checkbox"/> Credit Qualifying with cash out     | <input type="checkbox"/> Acquisition-Less than 1 year  |  |
| <input type="checkbox"/> Newly constructed- Less than 1 year |  |  |
| <input type="checkbox"/> Credit Qualifying with no cash out  |  |  |
| <input type="checkbox"/> Credit Qualifying with escrow       |  |  |

5. Prior Case Number REQUIRED for Streamline Refinances: \_\_\_\_\_

6. Please Check:  Direct Underwriting Authority  HUD Underwritten

7. Borrower Name & Tribe: \_\_\_\_\_

8. Co-Borrower Name & Tribe: \_\_\_\_\_

9. Attach evidence of borrower's tribal enrollment to this form.

10. Property Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

11. Proposed Mortgage Amount: \$ \_\_\_\_\_

12. Please Indicate Land Status of Property:

- Fee Simple
- Tribal Trust Land  Allotted or Individual Trust Land

(For Tribal Trust/Allotted land only) BIA Reservation # \_\_\_\_\_ BIA Track # \_\_\_\_\_

Name of Tribe with Land Jurisdiction: \_\_\_\_\_

Condominium FHA Condo ID #: \_\_\_\_\_ Submission #: \_\_\_\_\_

Condominium Name: \_\_\_\_\_



## Section 184 Loan Guarantee Program

Borrower 1 Name:		184 Net Tangible Benefit Worksheet for Streamline and Credit Qualifying Rate & Term Refinances
Borrower 2 Name:		
Lender:		
Property Address:		
Property City, State Zip:		

<b>Loan Information</b>		
	<u>New Loan</u>	<u>Previous Loan</u>
Section 184 Case #:		
Proposed Loan Closing Date:		
First Payment Date:		
Loan Amount:		
Loan Term:		
Loan Maturity Date:		
Type of Loan:	Fixed Rate	
Interest Rate:		
Loan - to - Value:		
Monthly Payment (P+I):		
<b>Monthly Savings (Dollars):</b>	<b>0</b>	
<b>Monthly Savings (%):</b>	<b>#DIV/0!</b>	
Closing Costs Paid:		
<b>Months to Benefit:</b>	<b>#DIV/0!</b>	<b>Closing Costs / Monthly Savings</b>

**#DIV/0!**

**Error: Loan Term not Seasoned!**

### Unable to Refinance this loan!

**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C)**

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

x _____	(Underwriter)	date _____ / _____ / _____
x _____	(Borrower)	date _____ / _____ / _____
x _____	(Co-borrower)	date _____ / _____ / _____

# Filling out the Mortgage Credit Analysis Worksheet For Net Tangible Benefits Worksheet

Below are the directions for completion of the Net Tangible Benefits Worksheet for Section 184 loans. This form is completed by the underwriter and submitted with a complete underwriting package to the assigned Section 184 Loan Guarantee Specialist. Blocks that are light blue in color represent data that needs to be entered by the processor or underwriter.

- Borrower 1 Name: Enter the names of primary borrower.
- Borrower 2 Name: Enter the names of secondary borrower.
- Lender: Enter the name of the lender.
- Property Address: Enter the legal address for the property.
- Property City, State, Zip: Enter the city, state, and zip code for the property.

## Loan Information Section:

Enter the appropriate information for the both the previous loan and the new loan that will refinance the previous loan. Not all fields will need to be completed for both new and previous loan sections.

- Section 184 Case Number: Enter the Section 184 Case Numbers issued by the Office of Loan Guarantee.
- Proposed Closing Date: Enter the date the new loan will close. This date must satisfy Section 184 seasoning requirements based on the previous loan. If seasoning requirement is not met, an error message will be displayed and refinance cannot proceed until this error is remedied. Please use mm/dd/yyyy format for dates.
- First Payment Date: Enter the date of the first payment as scheduled for the previous loan.
- Loan Amount: Enter the amount of the principal for the loan.
- Loan Term: Enter the term of the loan in years.
- Loan Maturity Date: Enter the maturity date of the loan. Please use mm/dd/yyyy format for dates.
- Type of Loan: Please select the appropriate type of loan for the previous loan from the drop down box.
- Interest Rate: Enter the interest rate for the loan.
- Loan-to-Value: Enter the loan-to-value calculation loan.
- Monthly Payment: Please provide the combined principal and interest payment for the loan. If the savings achieved with the refinance do not meet Section 184 requirements for benefit to the borrower, an error message will be displayed and refinance cannot proceed until this error is remedied.

Closing Costs Paid: Enter closing costs paid.

Underwriter Signature: Underwriter must sign the completed Net Tangible Benefit worksheet. This signature constitutes a certification by the underwriter that the information on the Net Tangible Benefit worksheet is true and accurate.

Date: Please enter date form was completed by underwriter.

Borrower Signature: Borrower must sign the completed Net Tangible Benefit worksheet. This signature constitutes a certification by the underwriter that the information on the Net Tangible Benefit worksheet is true and accurate.

Date: Please enter date form was completed by underwriter.

Co-Borrower Signature: Co-Borrower must sign the completed Net Tangible Benefit worksheet. This signature constitutes a certification by the underwriter that the information on the Net Tangible Benefit worksheet is true and accurate.

Date: Please enter date form was completed by underwriter.

**NOTE:**

If an error message is displayed, the refinance cannot proceed. Please recheck the information entered to ensure it is accurate. If the error still persists, please contact OLG to determine what steps may be available to allow the transaction to proceed. A completed form must be submitted for all refinance transactions performed.

# Mortgage Credit Analysis Worksheet

U.S Department of Housing  
and Urban Development

Draft Form for Evaluation 1/31/2012

## Native American Loan Guarantee Program

## Acquisition of Property

Section 184 Case Number		Attended Homebuyer Education (yes or no)	Type of Construction ( mark with X ) a. Existing Construction b. Proposed New Construction	
1a. Borrower's Name	2a. Social Security #	3a. Date of Birth	4. Marital Status ( mark with X ) a. Married b. Separated c. Unmarried	
1b. Co-borrower's Name	2b. Social Security #	3b. Date of Birth		
5. Mortgage without LG Fee \$0.00	6a. Total LG Fee (1% of max. mortgage) \$0.00	6b. Mortgage w/LG Fee \$0.00	7. Loan Closing Costs a. Total Closing Costs \$0.00 b. Less paid by Seller \$0.00 c. Borrower's Closing Cost \$0.00	
8. Current housing expense \$0.00	9. Loan Term (years) 0	10. Interest rate (%) 0.000%		
11. First-time homebuyer (yes or no)		12. Appraised Value \$0.00	13. 150% of FHA Mortgage Limit \$0.00	
14. Settlement Requirements/ Mortgage Calculations		16. Debts and Obligations		Monthly Payment
				Unpaid Balance
a. Contract Sales Price or Construction Cost	\$0.00	a. Total installment debt	\$0.00	\$0.00
b. Repairs and Improvements	\$0.00	b. Child support, etc.	\$0.00	
c. Borrower's - paid Closing Costs (from line 7c)	\$0.00	c. Other	\$0.00	\$0.00
d. Sales Concession (subtract this amount)	\$0.00	d. Total monthly payments	\$0.00	
e. Acquisition costs (sum of lines 14a + b + c - d)	\$0.00	17. Future monthly payments		
f. Multiply Acquisition cost (line 14e) by 0.9775 if greater than \$50,000 0.9875 if \$50,000 or less	\$0.00	a. Principal & Interest - 1st mortgage	#DIV/0!	
g. Max Mortgage w/out LG Fee ( lowest of 13,14f, or 18b)	\$0.00	b. Homeowner's Association Fee	\$0.00	
h. Mortgage Amount (w/out LG Fee NOT To Exceed 14g)	\$0	c. Ground rent	\$0.00	
i. Required investment (line 14e - line 14h)	\$0.00	d. Principal & Interest - 2nd mortgage	\$0.00	
j. Discounts	\$0.00	e. Hazard insurance	\$0.00	
k. Prepayable expenses	\$0.00	f. Taxes & special assessments	\$0.00	
l. LG Fee paid in cash (Add LG Fee cents)	\$0.00	g. Total mortgage payments	#DIV/0!	
m. Non-realty / other items (explain below)	\$0.00	h. Recurring expenses (from line 16d)	\$0.00	
n. Total requirements (sum of line 14h thru line 14l )	\$0.00	i. Total fixed payments	#DIV/0!	
o. Amount paid in cash or other (explain)	\$0.00	18. Ratios / Residual Income		
p. Amnt. to be paid in cash or other (explain)	\$0.00	a. Loan-to-Value (14h ÷ (lesser of 12 OR 14e)	#DIV/0!	
q. Assets available	\$0.00	b. Value (line 12) x 0.9775 if > \$50,000 or (line 12) x 0.9875 if < \$50,000	\$0	
r. 2nd mortgage proceeds ( if applicable)	\$0.00	c. Total Fixed DTI Ratio (line 17i /15f)	#DIV/0!	
15. Monthly Effective Income		19. Contract Sales Price of Property		
a. Borrower's base pay	\$0.00	a. 6% of line 19	\$0.00	
b. Borrower's other earnings (explain)	\$0.00	b. Total Seller Contribution	\$0.00	
c. Co-borrower's base pay	\$0.00	20. Down Payment Assistance		
d. Co-borrower's other earnings (explain)	\$0.00	21. Source of Down Payment		
e. Net income from real estate	\$0.00	22. Total Amount of Gifts		
f. Gross monthly income	\$0.00	23. FHA Condo ID # Submission		
Comments: (attach additional paper if needed)		24. FHA Condo Name (enter below)		

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C)**

Final Application decision Approved Rejected	Underwriter's Signature	Date	HUD Representatives Signature	Date
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# Filling out the Mortgage Credit Analysis Worksheet For Acquisition of Property Transactions

Below are the directions for completion of the Mortgage Credit Analysis Worksheet (MCAW) for Section 184 loans. This form is completed by the underwriter and submitted with a complete underwriting package to the assigned Section 184 Loan Guarantee Specialist. Blocks that are light blue in color represent data that needs to be entered by the loan processor or underwriter.

- Section 184 Case Number: Enter the Section 184 Case Numbers issued by the Office of Loan Guarantee.
- Attended Homebuyer Ed: Indicate if borrowers have attended homebuyer counseling or education seminars prior to application for loan.
- Type of Construction: Enter an "X" next to the appropriate type of construction for property.
1.
    - 1a. Enter the full name of the primary borrower.
    - 1b. Enter the full name of the co-borrower.
  2.
    - 2a. Enter the Social Security number of primary borrower.
    - 2b. Enter the Social Security number of co-borrower.
  3.
    - 3a. Enter the date of birth for the primary borrower. Please use mm/dd/yyyy.
    - 3b. Enter the date of birth for the secondary borrower. Please use mm/dd/yyyy.
  4. Enter an "X" next to the applicable marital status of the primary borrower.
  7.
    - 7a. Enter the total closing costs from the Good Faith Estimate (GFE).
    - 7b. Determine the amount of buyer's closing costs to be paid by the seller, as shown on the purchase contract. To this amount add any closing costs shown on the GFE that are always paid by the seller in the State where the property is located. Enter this total amount in 7b. Make a notation in the comment section outlining the inclusion of these seller costs.
  8. Enter the current housing expenses (for all borrowers) from the credit report, rental verification, or mortgage verification.
  9. Enter the term of loan in years.
  10. Enter interest rate. Any increases must be resubmitted to underwriting for review prior to closing.
  11. Enter "Yes" if the primary borrower is purchasing their first home. If this is not the primary borrower's first home, then enter "No".
  12. Enter appraised value of property, as shown on the appraisal report (FNMA 1004 or FHLMC 70).
  13. Enter 150% of the FHA Mortgage Limit.

14.
  - a. Enter Contract Sales price OR cost of construction from the Single Close Maximum Mortgage worksheet.
  - b. Enter Total Cost of Repairs & Improvements, when transaction is not a single close construction loan.
  - d. Enter Sales Concessions.
  - h. Enter the actual amount of the mortgage. This can be anything less than or equal to the calculation in field 14g.
  - j. Enter Discount Points.
  - k. Enter Pre-payable Expenses from the Good Faith Estimate.
  - l. Amount of LG Fee paid in Cash. Any cents in the calculated LG Fee should be manually carried to this line. Any additional LG Fees paid in cash should also be entered and used in the calculation for 14n.
  - m. Enter Non-realty and other items (need to explain in cell next to line or at the comment section at the bottom of MCAW).
  - o. Enter Amount paid already in cash to the lender (need to explain in cell next to line or at the comment section at the bottom of MCAW).
  - q. Enter Assets available.
  - r. Enter 2<sup>nd</sup> mortgage amount (if applicable).
15. Enter borrower's base pay from acceptable documentation: pay stubs, VOE, tax returns, or alternate documentation.
  - a. Enter borrower's other earnings (need to explain in the comments section at the bottom of MCAW).
  - b. Enter co-borrower's base pay from acceptable documentation, pay stubs, VOE, tax returns, or alternate documentation.
  - c. Enter co-borrower's other earnings (need to explain in the comments section at the bottom of MCAW).
  - d. Enter positive cash flows (net income) from real estate owned.
  - e. Enter Net Income generated from other Real Estate.
16.
  - a. Enter monthly payment figure for total revolving and installment debts which will extend for 6 or more months or are large in nature but extend less than 6 months. Also, enter the total debts owed in the Unpaid Balance section.
  - b. Enter child support payments.
  - c. Enter other monthly obligations such as alimony and negative cash flows on other real estate owned. Also, enter the total debts owed in the Unpaid Balance section.
17.
  - b. Enter any monthly dues paid to a Homeowner or Condominium Associations.
  - c. Enter any amount paid for ground rent.
  - d. Enter principal and interest payments on secondary mortgages.
  - e. Enter monthly hazard and flood insurance premiums.
  - f. Enter actual monthly tax figure from charts, appraisal or closing agent.
19. b. Enter total seller contributions.
20. Enter the total amount of down payment assistance received.
21. Enter the source of down payment assistance. This can be a tribal, state, or non-profit agency.
22. Enter the total amount of gift funds received.

23. Enter the FHA Condominium ID number, followed by a slash (/), and then the submission number.
24. Enter the FHA Condominium Name.
- Comments: Use this section to explain any elements that represent special exceptions or factors. Additional pages may be necessary.
- Signature: Underwriter must sign the completed MCAW. This signature constitutes a certification by the underwriter that the information on the MCAW is true and accurate.
- Date: Please enter date form was completed by underwriter.



# Mortgage Credit Analysis Worksheet

U.S Department of Housing  
and Urban Development

Draft Form for Evaluation 1/31/2012

## Native American Loan Guarantee Program

No Cash Out Refinances

Section 184 Case Number		Attended Homebuyer Education (yes or no)	Type of Refinance ( mark with X ) a. Streamlined with Appraisal b. Credit Qualifying Refinance	
1a. Borrower's Name	2a. Social Security #	3a. Date of Birth	4. Marital Status ( mark with X ) a. Married b. Separated c. Unmarried	
1b. Co-borrower's Name	2b. Social Security #	3b. Date of Birth		
5. Mortgage without LG Fee \$0.00	6a. Total LG Fee (1% of max. mortgage) \$0.00	6b. Mortgage w/LG Fee \$0.00	7. Loan Closing Costs a. Total Closing Costs \$0.00 b. Less paid by Seller \$0.00 c. Borrower's Closing Cost \$0.00	
8. Current housing expense \$0.00	9. Loan Term (years) 0	10. Interest rate (%) 0.000%		
11. First-time homebuyer (yes or no)		12. Appraised Value \$0.00	13. 150% of FHA Mortgage Limit \$0.00	
14. Settlement Requirements/ Mortgage Calculations		16. Debts and Obligations		Monthly Payment
a. Unpaid Principal Balance		\$0.00	a. Total Debt	\$0.00
b. Interest Due to payoff (max. 30 days)		\$0.00	b. Child support, etc.	\$0.00
c. Subordinate Mortgage(s) Unpaid Balance		\$0.00	c. Other	\$0.00
d. Subordinate Mortgage(s) Interest Due (max. 30 days)		\$0.00	d. Total monthly payments	\$0.00
e. Required Repairs (completed prior to closing)		\$0.00	17. Future monthly payments	
f. Borrower's - paid Closing Costs (from line 7c)		\$0.00	a. Principal & Interest - 1st mortgage	#DIV/0!
g. Prepayable Expenses		\$0.00	b. Homeowner's Association Fee	\$0.00
h. Discount points		\$0.00	c. Ground rent/lease payment	\$0.00
i. Total Costs (sum of lines 14a through h)		\$0.00	d. Principal & Interest - 2nd mortgage	\$0.00
j. Max Mortgage w/out LG Fee ( lowest of 13,14i, or 18b)		\$0.00	e. Hazard and Flood insurance	\$0.00
k. Mortgage Amount (w/out LG Fee not to exceed 14j)		0	f. Taxes & special assessments	\$0.00
l. Actual Payoff Amounts from All Liens		\$0.00	g. Total mortgage payments	#DIV/0!
m. Required investment (line 14l - line 14k)		\$0.00	h. Recurring expenses (from line 16d)	\$0.00
n. LG Fee paid in cash (Add LG Fee cents)		\$0.00	i. Total fixed payments	#DIV/0!
o. Non-realty/ other items (see 14e & explain)		\$0.00	18. Ratios / Residual Income	
p. Total requirements (sum of line 14m thru line 14o )		\$0.00	a. Loan - to - Value (line 14k ÷ line 12)	#DIV/0!
q. Amount paid in cash or other (explain)		\$0.00	b. Value (line 12) x 0.9775 if > \$50,000 or (line 12) x 0.9875 if < \$50,000	\$0.00
r. Amount to be paid in cash (sum of line 14p thru 14q)		\$0.00	c. Total Fixed DTI Ratio (line 17i /15f)	#DIV/0!
s. Assets available		\$0.00		
15. Monthly Effective Income				
a. Borrower's base pay		\$0.00	19. Down Payment Assistance	\$0.00
b. Borrower's other earnings (explain)		\$0.00	20. Source of Down Payment	
c. Co-borrower's base pay		\$0.00	21. Total Amount of Gifts	
d. Co-borrower's other earnings (explain)		\$0.00	22. FHA Condo ID #/ Submission	
e. Net income from real estate		\$0.00	23. FHA Condo Name (enter below)	
f. Gross monthly income (sum of line 15a thru 15e)		\$0.00		

Comments: (attach additional paper if needed)

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C)**

Final Application decision Approved Rejected	Underwriter's Signature	Date	HUD Representatives Signature	Date
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# Filling out the Mortgage Credit Analysis Worksheet For Refinance with No Cash-Out Transactions

Below are the directions for completion of the Mortgage Credit Analysis Worksheet (MCAW) for Section 184 loans. This form is completed by the underwriter and submitted with a complete underwriting package to the assigned Section 184 Loan Guarantee Specialist. Blocks that are light blue in color represent data that needs to be entered by the processor or underwriter.

Section 184 Case Number: Enter the Section 184 Case Numbers issued by the Office of Loan Guarantee.

Attended Homebuyer Ed: Indicate if borrowers have attended homebuyer counseling or education seminars prior to application for loan.

Type of Refinance: Enter an "X" next to the appropriate type of refinance activity.

1.
  - 1a. Enter the full name of the primary borrower.
  - 1b. Enter the full name of the co-borrower.
2.
  - 2a. Enter the Social Security number of primary borrower.
  - 2b. Enter the Social Security number of co-borrower.
3.
  - 3a. Enter the date of birth for the primary borrower. Please use mm/dd/yyyy.
  - 3b. Enter the date of birth for the secondary borrower. Please use mm/dd/yyyy.
4. Enter an "X" next to the applicable marital status of the primary borrower.
7.
  - 7a. Enter the total closing costs which are required for the transaction.
  - 7b. Enter the amount of buyer's closing costs paid by the lender.
8. Enter the current housing expenses (for all borrowers) from the credit report, rental verification, or mortgage verification.
9. Enter the term of loan in years.
10. Enter interest rate. Any increases must be resubmitted to underwriting for review prior to closing.
11. Enter "Yes" if the primary borrower is purchasing their first home. If this is not the primary borrower's first home, then enter "No".
12. Enter appraised value of property, as shown on the appraisal report (FNMA 1004 or FHLMC 70).
13. Enter 150% of the FHA Mortgage Limit.
14.
  - a. Enter Unpaid Principal Balance.
  - b. Enter Interest Due at Payoff (Maximum of 30 days).
  - c. Enter Unpaid Balances on other subordinated Mortgages.
  - d. Enter Interest Due on other subordinate Mortgages (Maximum of 30 days).
  - e. Enter Required Repairs.

- g. Enter Pre-payable Expenses.
- h. Enter Discount Points.
- k. Enter the actual amount of the mortgage. This can be anything less than or equal to the calculation in field 14j.
- l. Actual payoff amounts from all mortgages on this property.
- n. Amount of LG Fee paid in Cash. Any cents in the calculated LG Fee should be manually carried to this line. Any additional LG Fees paid in cash should also be entered and used in the calculation for 14p.
- o. Enter Non-realty and other items (need to explain in cell next to line or at the bottom of MCAW).
- q. Total amounts paid in advance to the lender (appraisal fee, credit report fee).
- s. Enter Assets available.

- 15. Enter borrower's base pay from acceptable documentation: pay stubs, VOE, tax returns, or alternate documentation.
  - a. Enter borrower's base pay from acceptable documentation: pay stubs, VOE, tax returns, or alternate documentation.
  - b. Enter borrower's other earnings (need to explain in comments section at the bottom of MCAW).
  - c. Enter co-borrower's base pay from acceptable documentation, pay stubs, VOE, tax returns, or alternate documentation.
  - d. Enter co-borrower's other earnings (need to explain in comments section at the bottom of MCAW).
  - e. Enter Net Income generated from other Real Estate.
- 16.
  - a. Enter monthly payment figure for total revolving and installment debts which will extend for 6 or more months or are large in nature but extend less than 6 months. Also, enter the total debts owed in the Unpaid Balance section.
  - b. Enter child support payments.
  - c. Enter other monthly obligations such as alimony and negative cash flows on other real estate owned. Also, enter the total debts owed in the Unpaid Balance section.
- 17.
  - b. Enter any monthly dues paid to a Homeowner or Condominium Associations.
  - c. Enter any amount paid for ground rent.
  - d. Enter principal and interest payments on secondary mortgages.
  - e. Enter monthly hazard and flood insurance premiums.
  - f. Enter actual monthly tax figure from charts, appraisal or closing agent.
- 25. Enter the total amount of down payment assistance received.
- 26. Enter the source of down payment assistance. This can be a tribal, state, or non-profit agency.
- 27. Enter the total amount of gift funds received.
- 28. Enter the FHA Condominium ID number, followed by a slash (/), and then the submission number.
- 29. Enter the FHA Condominium Name.

Comments: Use this section to explain any elements that represent special exceptions or factors. Additional pages may be necessary.

Signature: Underwriter must sign the completed MCAW. This signature constitutes a certification by the underwriter that the information on the MCAW is true and accurate.

Date: Please enter date form was completed by underwriter.

# Mortgage Credit Analysis Worksheet

U.S Department of Housing  
and Urban Development

Draft Form for Evaluation 1/31/2012

## Native American Loan Guarantee Program

## Cash Out Refinance Transactions

Section 184 Case Number		Attended Homebuyer Education (yes or no)	Type of Refinance Credit Qualifying with Cash Out <input checked="" type="checkbox"/>	
1a. Borrower's Name	2a. Social Security #	3a. Date of Birth	4. Marital Status ( mark with X ) a. Married b. Separated c. Unmarried	
1b. Co-borrower's Name	2b. Social Security #	3b. Date of Birth		
5. Mortgage without LG Fee \$0.00	6a. Total LG Fee (1% of max. mortgage) \$0.00	6b. Mortgage w/LG Fee \$0.00	7. Loan Closing Costs a. Total Closing Costs \$0.00 b. Less paid by Seller \$0.00 c. Borrower's Closing Cost \$0.00	
8. Current housing expense \$0.00	9. Loan Term (years) 0	10. Interest rate (%) 0.000%		
11. First-time homebuyer (yes or no)		12. Appraised Value \$0.00	13. 150% of FHA Mortgage Limit \$0.00	
14. Settlement Requirements/ Mortgage Calculations		16. Debts and Obligations	Monthly Payment	Unpaid Balance
a. First mortgage - payoff amount	\$0.00	Total Debt	\$0.00	\$0.00
b. Subordinate mortgage(s) - payoff amount	\$0.00	b. Child support, etc.	\$0.00	
c. Total debts to be paid off at closing	\$0.00	c. Other	\$0.00	\$0.00
d. Required Repairs (completed prior to closing)	\$0.00	d. Total monthly payments	\$0.00	
e. Borrower's - paid Closing Costs (from line 7c)	\$0.00	17. Future monthly payments		
f. Prepayable Expenses	\$0.00	a. Principal & Interest - 1st mortgage		#DIV/0!
g. Discount points	\$0.00	b. Homeowner's Association Fee		\$0.00
h. Total Costs (sum of lines 14a through g)	\$0.00	c. Ground rent/lease payment		\$0.00
i. Max Mortgage w/out LG Fee (lowest of 13, 14h, or 18b)	\$0.00	d. Principal & Interest - 2nd mortgage		\$0.00
j. Mortgage Amount (w/out LG Fee not to exceed 14i)	\$0	e. Hazard and Flood insurance		\$0.00
l. LG Fee paid in cash (Add LG Fee cents)	\$0.00	f. Taxes & special assessments		\$0.00
m. Non-realty/ other items (explain)	\$0.00	g. Total mortgage payments		#DIV/0!
n. Amount paid in advance to lender (explain)	\$0.00	h. Recurring expenses (from line 16d)		\$0.00
o. Net cash back to borrower **	\$0.00	i. Total fixed payments		#DIV/0!
p. Assets available	\$0.00	18. Ratios / Residual Income		
15. Monthly Effective Income		a. Loan - to - Value (line 14j ÷ line 12)		#DIV/0!
a. Borrower's base pay	\$0.00	b. Value (line 12) x 0.85		\$0.00
b. Borrower's other earnings (explain)	\$0.00	c. Total Fixed DTI Ratio (line 17i /15f) **		#DIV/0!
c. Co-borrower's base pay	\$0.00	19. Down Payment Assistance		
d. Co-borrower's other earnings (explain)	\$0.00	21. Source of Down Payment		
e. Net income from real estate	\$0.00	21. Total Amount of Gifts		
f. Gross monthly income	\$0.00	22. FHA Condo ID #/ Submission		
** NOTE: DTI MUST be less than 42% and Cash back is limited to \$25,000		23. FHA Condo Name (enter below)		
Comments: (attach additional paper if needed)				
I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.				
<b>Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C)</b>				
Final Application decision Approved Rejected	Underwriter's Signature	Date	HUD Representatives Signature	Date

# Filling out the Mortgage Credit Analysis Worksheet For Credit Qualifying Refinance with Cash-Out Transactions

Below are the directions for completion of the Mortgage Credit Analysis Worksheet (MCAW) for Section 184 loans. This form is completed by the underwriter and submitted with a complete underwriting package to the assigned Section 184 Loan Guarantee Specialist. Blocks that are light blue in color represent data that needs to be entered by the processor or underwriter.

- Section 184 Case Number: Enter the Section 184 Case Numbers issued by the Office of Loan Guarantee.
- Attended Homebuyer Ed: Indicate if borrowers have attended homebuyer counseling or education seminars prior to application for loan.
1.
    - 1a. Enter the full name of the primary borrower.
    - 1b. Enter the full name of the co-borrower.
  2.
    - 2a. Enter the Social Security number of primary borrower.
    - 2b. Enter the Social Security number of co-borrower.
  3.
    - 3a. Enter the date of birth for the primary borrower. Please use mm/dd/yyyy.
    - 3b. Enter the date of birth for the secondary borrower. Please use mm/dd/yyyy.
  4. Enter an "X" next to the applicable marital status of the primary borrower.
  7.
    - 7a. Enter the total closing costs which are required for the transaction.
    - 7b. Enter the amount of buyer's closing costs paid by the seller
  8. Enter the current housing expenses (for all borrowers) from the credit report, rental verification, or mortgage verification.
  9. Enter the term of loan in years.
  10. Enter interest rate. Any increases must be resubmitted to underwriting for review prior to closing.
  11. Enter "Yes" if the primary borrower is purchasing their first home. If this is not the primary borrower's first home, then enter "No".
  12. Enter appraised value of property, as shown on the appraisal report (FNMA 1004 or FHLMC 70).
  13. Enter 150% of the FHA Mortgage Limit.
  14.
    - a. Enter the payoff amount for the 1<sup>st</sup> Mortgage.
    - b. Enter the payoff amount on other subordinate Mortgages.
    - c. Enter Total debts to be paid off at closing
    - d. Enter Required Repairs that must be completed prior to closing.
    - f. Enter Pre-payable Expenses.
    - g. Enter Discount Points.

- j. Enter the actual amount of the mortgage. This can be anything less than or equal to the calculation in field 14i.
  - l. Amount of LG Fee paid in Cash. Any cents in the calculated LG Fee should be manually carried to this line. Any additional LG Fees paid in cash should also be entered and used in the calculation for 14p.
  - m. Enter Non-realty and other items (need to explain in cell next to line or at the bottom of MCAW).
  - n. Total amounts paid in advance to the lender (appraisal fee, credit report fee).
  - p. Enter Assets available.
15. Enter borrower's base pay from acceptable documentation: pay stubs, VOE, tax returns, or alternate documentation. This is optional for non-credit qualifying transactions.
- a. Enter borrower's base pay from acceptable documentation: pay stubs, VOE, tax returns, or alternate documentation.
  - b. Enter borrower's other earnings (need to explain in comments section at the bottom of MCAW).
  - c. Enter co-borrower's base pay from acceptable documentation, pay stubs, VOE, tax returns, or alternate documentation.
  - d. Enter co-borrower's other earnings (need to explain in comments section at the bottom of MCAW).
  - e. Enter Net Income generated from other Real Estate.
- 16.
- a. Enter monthly payment figure for total revolving and installment debts which will extend for 6 or more months or are large in nature but extend less than 6 months. Also, enter the total debts owed in the Unpaid Balance section.
  - b. Enter child support payments.
  - c. Enter other monthly obligations such as alimony and negative cash flows on other real estate owned. Also, enter the total debts owed in the Unpaid Balance section.
- 17.
- b. Enter any monthly dues paid to a Homeowner or Condominium Associations.
  - c. Enter any amount paid for ground rent.
  - d. Enter principal and interest payments on secondary mortgages.
  - e. Enter monthly hazard and flood insurance premiums.
  - f. Enter actual monthly tax figure from charts, appraisal or closing agent.
19. Enter the total amount of down payment assistance received.
20. Enter the source of down payment assistance. This can be a tribal, state, or non-profit agency.
21. Enter the total amount of gift funds received.
22. Enter the FHA Condominium ID number, followed by a slash (/), and then the submission number.
23. Enter the FHA Condominium Name.
- Comments: Use this section to explain any elements that represent special exceptions or factors. Additional pages may be necessary.



Signature:

Underwriter must sign the completed MCAW. This signature constitutes a certification by the underwriter that the information on the MCAW is true and accurate.

Date:

Please enter date form was completed by underwriter.

# Mortgage Credit Analysis Worksheet

U.S Department of Housing  
and Urban Development

Draft Form for Evaluation 1/31/2012

## Native American Loan Guarantee Program

Streamline w/ No Appraisal Refinances

Section 184 Case Number		Attended Homebuyer Education (yes or no)	Type of Refinance ( mark with X ) a. Credit Qualifying b. Non-credit Qualifying	
1a. Borrower's Name	2a. Social Security #	3a. Date of Birth	4. Marital Status ( mark with X ) a. Married b. Separated c. Unmarried	
1b. Co-borrower's Name	2b. Social Security #	3b. Date of Birth		
5. Mortgage without LG Fee \$0.00	6a. Total LG Fee (1% of max. mortgage) \$0.00	6b. Mortgage w/LG Fee \$0.00	7. Loan Closing Costs a. Total Closing Costs \$0.00 b. Less paid by Seller \$0.00 c. Borrower's Closing Cost \$0.00	
8. Current housing expense \$0.00	9. Loan Term (years) 0	10. Interest rate (%) 0.000%		
11. First-time homebuyer (yes or no)		12. Original Principal Balance \$0.00	13. 150% of FHA Mortgage Limit \$0.00	
14. Settlement Requirements/ Mortgage Calculations		16. Debts and Obligations		Monthly Payment
a. Unpaid Principal Balance	\$0.00	a. Total Debt	\$0.00	Unpaid Balance \$0.00
b. Interest Due to payoff (max. 30 days)	\$0.00	b. Child support, etc.	\$0.00	
c. Subordinate Mortgage(s) Unpaid Balance	\$0.00	c. Other	\$0.00	\$0.00
d. Subordinate Mortgage(s) Interest Due (max. 30 days)	\$0.00	d. Total monthly payments	\$0.00	
e. Required Repairs (completed prior to closing)	\$0.00	17. Future monthly payments		
f. Borrower's - paid Closing Costs (from line 7c)	\$0.00	a. Principal & Interest - 1st mortgage		#DIV/0!
g. Prepayable Expenses	\$0.00	b. Homeowner's Association Fee		\$0.00
h. Discount points	\$0.00	c. Ground rent/lease payment		\$0.00
i. Total Costs (sum of lines 14a through h)	\$0.00	d. Principal & Interest - 2nd mortgage		\$0.00
j. Max Mortgage w/out LG Fee ( lowest of 13,14i, or 18b)	\$0.00	e. Hazard and Flood insurance		\$0.00
k. Mortgage Amount (w/out LG Fee not to exceed 14j)	0	f. Taxes & special assessments		\$0.00
l. Actual Payoff Amounts from All Liens	\$0.00	g. Total mortgage payments		#DIV/0!
m. Required investment (line 14l - line 14k)	\$0.00	h. Recurring expenses (from line 16d)		\$0.00
n. LG Fee paid in cash (Add LG Fee cents)	\$0.00	i. Total fixed payments		#DIV/0!
o. Non-realty/ other items (see 14e & explain)	\$0.00	18. Ratios / Residual Income		
p. Total requirements (sum of line 14m thru line 14o )	\$0.00	a. Loan - to - Value (line 14k ÷ line 12)		#DIV/0!
q. Amount paid in cash or other (explain)	\$0.00	c. Total Fixed DTI Ratio (line 17i /15f)		#DIV/0!
r. Amount to be paid in cash (sum of line 14p thru 14q)	\$0.00			
s. Assets available	\$0.00			
15. Monthly Effective Income				
a. Borrower's base pay	\$0.00	19. Down Payment Assistance		\$0.00
b. Borrower's other earnings (explain)	\$0.00	20. Source of Down Payment		
c. Co-borrower's base pay	\$0.00	21. Total Amount of Gifts \$0.00		
d. Co-borrower's other earnings (explain)	\$0.00	22. FHA Condo ID #/ Submission		
e. Net income from real estate	\$0.00	23. FHA Condo Name (enter below)		
f. Gross monthly income (sum of line 15a thru 15e)	\$0.00			

Comments: (attach additional paper if needed)

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C)**

Final Application decision Approved Rejected	Underwriter's Signature	Date	HUD Representatives Signature	Date
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# Filling out the Mortgage Credit Analysis Worksheet For Streamline Refinance Transactions

Below are the directions for completion of the Mortgage Credit Analysis Worksheet (MCAW) for Section 184 loans. This form is completed by the and submitted with a complete underwriting package to the assigned Section 184 Loan Guarantee Specialist. Blocks that are light blue in color represent data that needs to be entered by the processor or underwriter.

- Section 184 Case Number: Enter the Section 184 Case Numbers issued by the Office of Loan Guarantee.
- Attended Homebuyer Ed: Indicate if borrowers have attended homebuyer counseling or education seminars prior to application for loan.
- Type of Refinance: Enter an "X" next to the appropriate type of refinance activity.
1.
    - 1a. Enter the full name of the primary borrower.
    - 1b. Enter the full name of the co-borrower.
  2.
    - 2a. Enter the Social Security number of primary borrower.
    - 2b. Enter the Social Security number of co-borrower.
  3.
    - 3a. Enter the date of birth for the primary borrower. Please use mm/dd/yyyy.
    - 3b. Enter the date of birth for the secondary borrower. Please use mm/dd/yyyy.
  4. Enter an "X" next to the applicable marital status of the primary borrower.
  7.
    - 7a. Enter the total closing costs which are required for the transaction.
    - 7b. Enter the amount of buyer's closing costs paid by the lender.
  8. Enter the current housing expenses (for all borrowers) from the credit report, rental verification, or mortgage verification.
  9. Enter the term of loan in years.
  10. Enter interest rate. Any increases must be resubmitted to underwriting for review prior to closing.
  11. Enter "Yes" if the primary borrower is purchasing their first home. If this is not the primary borrower's first home, then enter "No".
  12. Enter original principal balance of first mortgage.
  13. Enter 150% of the FHA Mortgage Limit.
  14.
    - a. Enter Unpaid Principal Balance.
    - b. Enter Interest Due at Payoff (Maximum of 30 days).
    - c. Enter Unpaid Balances on other subordinated Mortgages.
    - d. Enter Interest Due on other subordinate Mortgages (Maximum of 30 days).
    - e. Enter Required Repairs.
    - g. Enter Pre-payable Expenses.

- h. Enter Discount Points.
  - k. Enter the actual amount of the mortgage. This can be anything less than or equal to the calculation in field 14j.
  - l. Actual payoff amounts from all mortgages on this property.
  - n. Amount of LG Fee paid in Cash. Any cents in the calculated LG Fee should be manually carried to this line. Any additional LG Fees paid in cash should also be entered and used in the calculation for 14p.
  - o. Enter Non-realty and other items (need to explain in cell next to line or at the bottom of MCAW).
  - r. Total amounts paid in advance to the lender (appraisal fee, credit report fee).
  - s. Enter Assets available.
15. Enter borrower's base pay from acceptable documentation: pay stubs, VOE, tax returns, or alternate documentation. This is optional for non-credit qualifying transactions.
- a. Enter borrower's base pay from acceptable documentation: pay stubs, VOE, tax returns, or alternate documentation.
  - d. Enter borrower's other earnings (need to explain in comments section at the bottom of MCAW).
  - e. Enter co-borrower's base pay from acceptable documentation, pay stubs, VOE, tax returns, or alternate documentation.
  - f. Enter co-borrower's other earnings (need to explain in comments section at the bottom of MCAW).
  - g. Enter Net Income generated from other Real Estate.
- 16.
- a. Enter monthly payment figure for total revolving and installment debts which will extend for 6 or more months or are large in nature but extend less than 6 months. Also, enter the total debts owed in the Unpaid Balance section.
  - b. Enter child support payments.
  - c. Enter other monthly obligations such as alimony and negative cash flows on other real estate owned. Also, enter the total debts owed in the Unpaid Balance section.
- 17.
- b. Enter any monthly dues paid to a Homeowner or Condominium Associations.
  - c. Enter any amount paid for ground rent.
  - d. Enter principal and interest payments on secondary mortgages.
  - e. Enter monthly hazard and flood insurance premiums.
  - f. Enter actual monthly tax figure from charts, appraisal or closing agent.
19. Enter the total amount of down payment assistance received.
20. Enter the source of down payment assistance. This can be a tribal, state, or non-profit agency.
21. Enter the total amount of gift funds received.
22. Enter the FHA Condominium ID number, followed by a slash (/), and then the submission number.
23. Enter the FHA Condominium Name.

Comments: Use this section to explain any elements that represent special exceptions or factors. Additional pages may be necessary.

Signature: Underwriter must sign the completed MCAW. This signature constitutes a certification by the underwriter that the information on the MCAW is true and accurate.

Date: Please enter date form was completed by underwriter.

# Section 184 Loan Guarantee Program

Section 184 Case #:		184 Maximum Mortgage Worksheet for Rehabilitation and Single Close Loans
Lender:		
Borrower(s):		
Property Address:		

## ALLOWABLE COSTS FOR REHABILITATION OR SINGLE CLOSE LOANS

1. Total Costs of Repair or Construction Costs (from Specification of Repair or Contractor write-up)	Land Value or Cost:	\$0.00
	Purchase Price For Manufactured or Modular Home:	\$0.00
	Manufactured or Modular Home Construction Costs:	\$0.00
	Site Built Home Construction Costs:	\$0.00
2. Contingency Reserve on Construction Costs (10%)		\$0.00
3. Contingency Reserve on Site Work for Manufactured Construction (10%)		\$0.00

4. Inspection Fees :	0	# of Fees X	\$0.00	\$ per inspection =	\$0.00
5. Title Update Fees :	0	# of Fees X	\$0.00	\$ per draw =	\$0.00
6. Mortgage Payment Escrowed:	0	# of Months X	\$0.00	\$ per monthly payment =	\$0.00

7. SUBTOTAL for Rehabilitation or Construction Escrow Account (Total of 1 - 5)	\$0.00
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8. Less: Balance Remaining for LAND purchase:	\$0.00
9. Less: Minimum of 10% Deposit for Manufactured Home purchase:	\$0.00
10. Less: Architectural and Engineering Fees:	\$0.00

11. SUBTOTAL for release at closing (Total of 7 - 10)	\$0.00
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12. Total Land Equity: Land Value/Cost(line 1) - Balance Remaining for Land purchase (line 8)	\$0.00
---	--------

Comments: Use this space to explain any details of the construction costs that the Underwriter should be aware of.

**Note: These figures will need to transfer to the Acquisition MCAW in the appropriate fields.**

<u>Field</u> 7	<u>MCAW Line</u> 14a.	<u>Field</u> 12	<u>MCAW Line</u> 14q.
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**Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C)**

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

\_\_\_\_\_  
Signature of DG/HUD Underwriter

\_\_\_\_\_  
Date

# Filling out the Mortgage Credit Analysis Worksheet For Single Close Maximum Construction Worksheet

Below are the directions for completion of the Single Close Maximum Construction Worksheet for Section 184 loans. This form is completed by the underwriter and submitted with a complete underwriting package to the assigned Section 184 Loan Guarantee Specialist. Blocks that are light blue in color represent data that needs to be entered by the processor or underwriter.

Section 184 Case Number: Enter the Section 184 Case Numbers issued by the Office of Loan Guarantee.

Lender: Enter the name of the lender.

Borrower(s): Enter the names of all borrowers.

Property Address: Enter the legal description for the property.

1. Total Costs of Repair or Construction Costs: Please complete applicable items

Land Value or Cost: Enter the cost to acquire the land or value assigned to the land.

Purchase Price for Manufactured or Modular Home: Enter price to acquire a pre-built unit.

Manufactured or Modular Home Construction Cost: Enter price to build unit on-site.

Site Built Construction Cost: Enter price to build unit on-site.

4. Enter the number of inspection fees and the cost per inspection.

5. Enter the number of title fee updates and the cost per draw.

6. Enter the number of months escrowed and the cost of the monthly payment.

8. Enter Balance remaining on land purchase.

9. Enter deposit amount for manufactured or modular home. This must be at least 10% of the purchase or construction cost.

10. Enter the amount of fees paid for architectural or engineering work performed.

Comments: Enter any comments or specific items of concern for this transaction.

Signature: Underwriter must sign the completed MCAW. This signature constitutes a certification by the underwriter that the information on the MCAW is true and accurate.

Date: Please enter date form was completed by underwriter.

**NOTE:** Once this form is completed, 2 values will need to be transferred to the Acquisition or Construction MCAW form. Field 7 should be entered on MCAW line 14a and Field 12 should be entered on MCAW line 14q.



## CONSTRUCTION LOAN AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (Borrower) and \_\_\_\_\_ (Lender) to establish the conditions under which the Lender will advance proceeds of a loan to be used to purchase and construct the property described below. The property is located at \_\_\_\_\_ (address/reservation) State of \_\_\_\_\_ and/or is described as:

1. The loan will be in the principal sum of \$\_\_\_\_\_ Dollars to be advanced by Lender to Borrower as provided in this agreement and will be secured by a mortgage or deed of trust (Mortgage), which will be a first lien on the property.
2. Payments required under the mortgage or deed of trust must be made by the Borrower on the date specified, even though the proposed construction may not be completed or the property may not be suitable for occupancy, on the anticipated date.
3. The Lender intends to request the Assistant Secretary for Public and Indian Housing (Assistant Secretary) to guarantee the loan under the provisions of Section 184 of the Housing and Community Development Act of 1992; therefore, Borrower agrees to conform to, and to cause the unit to be constructed in conformance with all requirements of Office of Loan Guarantee (OLG).
4. The Lender will place funds allocated to construction, contingency reserve, mortgage payments and other fees totaling \$\_\_\_\_\_ in a secured interest bearing account, trust or escrow for the benefit of the Borrower (hereafter "escrowed funds"). The income earned on the escrowed funds will be paid upon issuance of the Final Release Notice. If the Borrower should default under the mortgage or deed of trust, the lender should contact OLG Servicing within 5 business days.

Lender shall release the construction escrow funds by check, payable to the Borrower and the contractor or other appropriate payee who performed the work and supplied the materials in connection with this Agreement. The funds shall not be released until a Draw Request signed by both the Mortgagor and contractor, and, except for a possible payment for materials and shipping, an executed Compliance Inspection Report (Form HUD-92051) is approved by the Mortgagee. The Final Release of the construction escrow funds is to take place

only after the final acceptance of work by local or tribal jurisdiction or other professional as approved by OLG.

The Lender or OLG may determine that additional compliance inspections are required throughout the construction period to ensure that the work is progressing in a satisfactory manner. However release of funds is not authorized on this type of inspection. The Borrower or builder is responsible for paying the inspection fee. The Lender may require a property inspection if there have been no draw requests for more than 30 days.

If a Mortgage Payment Reserve is established in the escrow account, the Lender may draw from the account to make the monthly mortgage payments provided the dwelling has not been occupied and/or the Final Release Notice has not been issued.

5. The amount specified in paragraph 1 includes the approved construction costs. If the construction escrow account is not fully disbursed, the remaining balance may be applied as a partial prepayment of the loan, if the contingency reserve is part of the mortgage. However, such prepayment will not extend or postpone the due date of any monthly installment due under the note, nor change the amount of such installments. If the Borrower, (or other person, organization or agency) put his or her own money into the contingency reserve account then the Borrower or funding agency or person can be refunded the money remaining in the account after the issuance of the Final Release Notice.
6. The Borrower will complete all construction on the property in accordance with the plans and specifications as accepted by the Lender and/or OLG.
7. Changes in the plans and specifications must be approved by the lender prior to the beginning of construction. Construction must be 100 percent complete on each change order item before release of any monies.
8. Borrower will cause all improvements to be made in a workmanlike manner and in accordance with all applicable statutes and regulations. All licenses, permits and privileges required by local or tribal governmental authorities to construct the property will be obtained by the Borrower or his/her contractor.
9. Representatives of the Lender and OLG shall have the right to enter upon the property at all times during the period of construction and on completion of construction to determine whether the work conforms with this agreement and to determine the amount of the Construction Escrow Account to be released by the Lender.
10. Borrower will furnish such records, contracts, bills and other documents relating to the property and the construction as the Lender or OLG may require.
11. Without prior written consent of the Lender, no materials, equipment fixtures, or any part of construction financed with this loan shall be purchased or installed

subject to conditional sales contracts, security agreements or lease agreements. In addition, no right may be reserved or accrued to anyone to remove or repossess any item, or to consider it as personal property.

12. The Borrower shall cause either this instrument or the construction contract to be filed in the public or tribal records, if the effect of recording will be to relieve the mortgage property from mechanic's and material liens. Before any advance under this agreement, the Lender may require the Borrower to obtain acknowledgement of payment and releases of lien from the contractor and all subcontractors dealing directly with the principal contractor. These releases shall cover the period down to the date covered by the last advance, and concurrently with the final payment for the entire project. Such acknowledgements and releases shall be in the form required by local, tribal or state lien laws and shall cover all work done, labor performed and materials (including equipment and fixtures) furnished for the project.
13. Borrower shall cause work to begin within 30 days following the date of this agreement. Borrower shall have work completed within \_\_\_\_ months following the date of this agreement. Work shall be performed with reasonable diligence; therefore, work is never to cease for more than 30 consecutive days. Should Borrower fail to comply with these terms, the Lender may refuse to make further payments under this agreement the lender should contact OLG servicing within 5 business days.
14. In the event any Stop Notices, Notices to Withhold, Mechanic's Liens, or claims of liens are filed against the property, the Lender, after five (5) days' notice to the undersigned of its intention to do so, may pay any or all such liens or claims, or may contest the validity of any of them, paying all costs and expenses of contesting the same.
15. Failure of the Borrower to perform under the terms of this Construction Loan Agreement shall make the loan amount, at the option of the Lender, due and payable.
16. The borrower acknowledges receipt of the accepted plans and specifications that are incorporated into this agreement which copies are maintained by the Lender and in the Program Office of Native American Programs.

\_\_\_\_\_  
Borrower(s) Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lender Signature

\_\_\_\_\_  
Date



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
451 7TH Street SW  
WASHINGTON, DC 20410

Section 184 Delegated Underwriting Authority

Firm Commitment Request

*This form is to be completed and submitted electronically as a Word Document to [Section184@HUD.gov](mailto:Section184@HUD.gov).*

Section 184 Case No.: \_\_\_\_\_

Institutional Reference No: \_\_\_\_\_

Lender Name: \_\_\_\_\_

Borrower Name: \_\_\_\_\_

Co-Borrower Name: \_\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_

Loan Purpose: \_\_\_\_\_ Land Type: \_\_\_\_\_

Value of Property: \_\_\_\_\_ Term: \_\_\_\_\_

Mtg Amt w/o LG: \_\_\_\_\_ Mtg Amt W/ LG: \_\_\_\_\_

Interest Rate: \_\_\_\_\_ Mo. R.E. Taxes: \_\_\_\_\_

Mo. Hazard/Flood Ins: \_\_\_\_\_ Other: \_\_\_\_\_

BIA Reservation Code: \_\_\_\_\_ BIA Tract No.: \_\_\_\_\_

Sales Price: \_\_\_\_\_ **Firm Commitment Amt:** \_\_\_\_\_

Prior to Close Conditions:

- 1. Test

Additional at Closing/Prior to Guarantee Conditions not shown below:

- 1. Test

Exceptions to Underwriting Policy:

- 1. Test



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
451 7TH Street SW  
WASHINGTON, DC 20410

**Instructions:**

*Boiler plate Firm Commitment language is provided below for Purchase transactions, No Cash Out Refinances, and Cash Out Refinances on Fee Simple land. The Underwriter should strike thru any conditions listed that are not applicable and should not appear on the final Firm Commitment.*

*All blanks must be completed for the transaction type or the condition should be deleted using the above method.*

**Purchase Transactions - Fee Simple**

The borrowers required investment is \$\_\_\_\_\_, as shown on the Final MCAW. This amount may come from borrowers verified assets, gift or grant funds. No cash back to the borrower over and above monies paid in advance for this transaction.

Provide the Section 184 Fee Simple Rider showing occupancy requirement.

The maximum seller contribution is 6% of the purchase price. The seller contribution cannot exceed actual costs. The borrower may not receive any cash back at closing from this contribution.

The borrower is receiving a grant in the amount of \$\_\_\_\_\_. This amount is to be shown on the HUD-1 Settlement Statement. If these funds are provided as a second mortgage, a copy of all loan documents must be included in the Endorsement package.

The borrower may not pay the Tax Service Fee; this is a seller or lender cost.

All existing mortgages/liens/judgments must be paid in full, removed/released from the final title report.

All currently due and back taxes must be paid in full.

All underwriting documents must be less than 60 days old at Underwriting and 120 days old at Closing. Updates must be submitted to underwriting prior to closing.

Borrower must set up an automatic payment. Issuance of the Loan Guarantee Certificate is subject to evidence this has been established and must be included with the endorsement package.

Final Title policy coverage must not be less than \$\_\_\_\_\_.

Submission of an executed Name Affidavit from \_\_\_\_\_

\_\_\_\_\_ that references all of the legal names used.

The Request for Endorsement package must be submitted to: ONAP Endorsements at the address shown on your Case Number Assignment.

**Purchase Transactions - Tribal Trust**

The borrowers required investment is \$\_\_\_\_\_, as shown on the Final MCAW. This amount may come from borrowers verified assets, gift or grant funds. No cash back to the borrower over and above monies paid in advance for this transaction.

Provide the Section 184 Tribal Trust Rider with owner occupancy requirement and executed lease.

The maximum seller contribution is 6% of the purchase price. The seller contribution cannot exceed actual costs. The borrower may not receive any cash back at closing from this contribution.

The borrower is receiving a grant in the amount of \$\_\_\_\_\_. This amount is to be shown on the HUD-1 Settlement Statement. If these funds are provided as a second mortgage, a copy of all loan documents must be included in the Endorsement package.

The borrower may not pay the Tax Service Fee; this is a seller or lender cost.

All underwriting documents must be less than 60 days old at Underwriting and 120 days old at Closing. Updates must be submitted to underwriting prior to closing.



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WASHINGTON, DC 20410

Borrower must set up an automatic payment. Issuance of the Loan Guarantee Certificate is subject to evidence this has been established and must be included with the endorsement package.

Provide BIA Certificate of mortgage approval.

Provide Final Certified TSR with new recorded mortgage and executed lease. Any existing mortgages must be cancelled, removed, and released.

Submission of an executed Name Affidavit from \_\_\_\_\_

\_\_\_\_\_ that references all of the legal names used.

The Request for Endorsement package must be submitted to: ONAP Endorsements at the address shown on your Case Number Assignment.



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**No Cash Out Refinance – Fee Simple**

The borrowers required investment is \$\_\_\_\_\_, as shown on the Final MCAW. This amount may come from borrowers verified assets, gift or grant funds. No cash back to the borrower over and above monies paid in advance for this transaction.

Maximum cash back to the borrower at closing limited to \$250.00.

Streamline: If cash to close exceeds \$1,000.00, traditional asset verification must be provided and submitted to underwriting.

Provide the Section 184 Fee Simple Rider with owner occupancy requirement.

The following mortgage lien(s) are to be paid off at closing and shown on the HUD-1 Settlement Statement:

The borrower is receiving a grant in the amount of \$\_\_\_\_\_. This amount is to be shown on the HUD-1 Settlement Statement. If these funds are provided as a second mortgage, a copy of all loan documents must be included in the Endorsement package.

The borrower may not pay the Tax Service Fee; this is a seller or lender cost.

All existing mortgages/liens/judgments must be paid in full, removed/released from the final title report.

All currently due and back taxes must be paid in full.

All underwriting documents must be less than 60 days old at Underwriting and 120 days old at Closing. Updates must be submitted to underwriting prior to closing.

Borrower must set up an automatic payment. Issuance of the Loan Guarantee Certificate is subject to evidence this has been established and must be included with the endorsement package.

Final Title policy coverage must not be less than \$\_\_\_\_\_.

Submission of an executed Name Affidavit from \_\_\_\_\_

\_\_\_\_\_ that references all of the legal names used.

The Request for Endorsement package must be submitted to: ONAP Endorsements at the address shown on your Case Number Assignment.

**No Cash Out Refinance – Tribal Trust**

The borrowers required investment is \$\_\_\_\_\_, as shown on the Final MCAW. This amount may come from borrowers verified assets, gift or grant funds. No cash back to the borrower over and above monies paid in advance for this transaction.

Maximum cash back to the borrower at closing limited to \$250.00.

Streamline: If cash to close exceeds \$1,000.00, traditional asset verification must be provided and submitted to underwriting.

Provide the Section 184 Tribal Trust Rider with owner occupancy requirement and executed lease.

The following mortgage lien(s) are to be paid off at closing and shown on the HUD-1 Settlement Statement:

The borrower is receiving a grant in the amount of \$\_\_\_\_\_. This amount is to be shown on the HUD-1 Settlement Statement. If these funds are provided as a second mortgage, a copy of all loan documents must be included in the Endorsement package.

The borrower may not pay the Tax Service Fee; this is a seller or lender cost.

All underwriting documents must be less than 60 days old at Underwriting and 120 days old at Closing. Updates must be submitted to underwriting prior to closing.

Borrower must set up an automatic payment. Issuance of the Loan Guarantee Certificate is subject to evidence this has been established and must be included with the endorsement package.

Provide BIA Certificate of mortgage approval.



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Provide Final Certified TSR with new recorded mortgage and executed lease. Any existing mortgages must be cancelled, removed, and released.

Submission of an executed Name Affidavit from \_\_\_\_\_

\_\_\_\_\_ that references all of the legal names used.

The Request for Endorsement package must be submitted to: ONAP Endorsements at the address shown on your Case Number Assignment.





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**Cash Out Refinance – Fee Simple**

The maximum cash back to the borrower is \$25,000.00.

Provide the Section 184 Fee Simple Rider showing occupancy requirement.

The following debts are to be paid in full and shown on the HUD-1 Settlement Statement:

The borrower may not pay the Tax Service Fee; this is a seller or lender cost.

All existing mortgages/liens/judgments must be paid in full, removed/released from the final title report.

All currently due and back taxes must be paid in full.

All underwriting documents must be less than 60 days old at Underwriting and 120 days old at Closing. Updates must be submitted to underwriting prior to closing.

Final Title policy coverage must not be less than \$\_\_\_\_\_.

Submission of an executed Name Affidavit from \_\_\_\_\_

\_\_\_\_\_ that references all of the legal names used.

The Request for Endorsement package must be submitted to: ONAP Endorsements at the address shown on your Case Number Assignment.

**Cash Out Refinance -Tribal Trust**

Maximum cash back to the borrower at closing limited to \$25,000.00.

Provide the Section 184 Tribal Trust Rider with owner occupancy requirement and executed lease.

The following debts are to be paid in full and shown on the HUD-1 Settlement Statement:

The borrower may not pay the Tax Service Fee; this is a seller or lender cost.

All underwriting documents must be less than 60 days old at Underwriting and 120 days old at Closing. Updates must be submitted to underwriting prior to closing.

Provide BIA Certificate of mortgage approval.

Provide Final Certified TSR with new recorded mortgage and executed lease. Any existing mortgages must be cancelled, removed, and released.

Submission of an executed Name Affidavit from \_\_\_\_\_

\_\_\_\_\_ that references all of the legal names used.

The Request for Endorsement package must be submitted to: ONAP Endorsements at the address shown on your Case Number Assignment.



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**For HUD Use Only:**

**Notes:**

The Office of Loan Guarantee encourages the borrower to execute an automatic mortgage payment; however, not a condition to guarantee the loan.

Lender is required to obtain a final clear title policy; copy should be forwarded to the Office of Loan Guarantee. Guarantee certificate may be issued prior to receipt of the title policy; however, lender is responsible for meeting all commitment conditions noted on the preliminary title report including recordation of the Section 184 loan.

DUA Underwriter Name: \_\_\_\_\_ PRINT

DUA Underwriter Signature: \_\_\_\_\_ DUA # \_\_\_\_\_

Date Requested: \_\_\_\_\_

## Mortgagee's Assurance of Completion - Section 184 Loan

Section 184 Case Number: \_\_\_\_\_ Date of Closing: \_\_\_\_\_

Borrower(s): \_\_\_\_\_ Address: \_\_\_\_\_

To secure completion of improvements, the undersigned agrees to hold the sum of \$\_\_\_\_\_, hereinafter referred to as the "Fund" and not to expend or disburse said Fund until a representative of the undersigned has evidence that the work has been satisfactorily completed. The undersigned further agrees if it is an instruction which is required by HUD regulations to segregate mortgage escrow funds, that it will hold said sum in a special custodial bank account separate and apart from its general assets.

In consideration of issuing a loan guarantee certificate for the subject 184 loan, the undersigned will verify that the work that could not be completed prior to closing, whether construction, alterations and repairs as set forth in the compliance Inspection report or HUD Firm commitment are completed by documentation and/or inspections (third party or undersigned).

Date Loan Closed: \_\_\_\_\_ Expected Completion Date for Work Escrow: \_\_\_\_\_

Brief description of work to be completed and explanation why it could not be completed prior to the closing of the 184 mortgage: \_\_\_\_\_  
\_\_\_\_\_

Escrow: Amount of funds held for completion of work must equal one and one half times the amount of the final bid and an amount for inspection(s). Escrow fund includes:

\$ _____	Inspection Fee
\$ _____	Executed bid
\$ _____	Additional ½ of the executed bid
\$ _____	Total Fund (should be reflected on the final HUD 1 settlement statement)

A copy of the bid and evidence of disbursement of all monies must be provided to the Office of Loan Guarantee for inclusion in the guarantee file within 30 days or less after completion of the work. Remaining funds can be applied to the unpaid principal balance. NOTE: The 184 loan will be eligible for endorsement prior to completion of the work escrow.

\_\_\_\_\_  
Date: \_\_\_\_\_ Signature and Title of Mortgagee's Official

Mortgagee's Name, Address and Zip Code: \_\_\_\_\_

# STATUTORY WORKSHEET

Use this worksheet **only** for HUD projects that are Categorically Excluded per 24 CFR 58.35(a).

## 24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

**PROJECT NAME and DESCRIPTION** - Include all contemplated actions that logically are either geographically or functionally part of the project:

This project is determined to be categorically excluded according to: [Cite section(s)] \_\_\_\_\_

**DIRECTIONS** - Write "A" in the Status Column when the project, by its nature, does not affect the resources under consideration; OR write "B" if the project triggers formal compliance consultation with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data. Attach reviews, consultations, and special studies as appropriate.

**Compliance Factors:**

Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5

**Status  
A / B**

**Compliance Finding and Documentation**

<b>Historic Preservation</b> [36 CFR Part 800]		
<b>Floodplain Management</b> [24 CFR 55, Executive Order 11988]		
<b>Wetland Protection</b> [Executive Order 11990]		
<b>Coastal Zone Management Act</b> [Sections 307(c), (d)]		
<b>Sole Source Aquifers</b> [40 CFR 149]		
<b>Endangered Species Act</b> [50 CFR 402]		
<b>Wild and Scenic Rivers Act</b> [Sections 7(b), and (c)]		
<b>Clean Air Act</b> [Sections 176(c), (d), and 40 CFR 6, 51, 93]		

<b>Farmland Protection Policy Act</b> [7 CFR 658]		
<b>Environmental Justice</b> [Executive Order 12898]		
<b>HUD ENVIRONMENTAL STANDARDS</b> <b>Noise Abatement and Control</b> [24 CFR 51B]		
<b>Explosive and Flammable Operations</b> [24 CFR 51C]		
<b>Toxic Chemicals and Radioactive Materials</b> [24 CFR 58.5(i)(2)]		
<b>Airport Clear Zones and Accident Potential Zones</b> [24 CFR 51D]		

DETERMINATION:

- ( ) This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **funds may be drawn down** for this (now) EXEMPT project; OR
- ( ) This project cannot convert to Exempt because one or more statutes/authorities require consultation or mitigation. Complete consultation/mitigation requirements, publish NOI/RRDF and obtain Authority to Use Grant Funds (form HUD 7015.16) per Sections 58.70 and 58.71 before drawing down funds; OR
- ( ) The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58, Subpart E.

PREPARER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PREPARER NAME AND TITLE: \_\_\_\_\_

RESPONSIBLE ENTITY OFFICIAL / SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## RESIDENTIAL LEASE OF TRIBAL OWNED LAND

Lease No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

THIS Lease is made and entered into by and between \_\_\_\_\_ for and on behalf of \_\_\_\_\_ Tribe of Indians, hereinafter designated as "Lessor," and \_\_\_\_\_, members of the \_\_\_\_\_ Tribe and residing upon the \_\_\_\_\_ Indian Reservation, hereinafter designated as "Lessee."

### WITNESSETH

1. SECRETARIAL APPROVAL; FEDERAL AGENCY APPROVAL; DEFINITIONS OF FEDERAL AGENCY, TRIBE, and LENDER. As used in this Lease, the term "Secretary" means the Secretary of the Interior or his or her duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended, 25 U.S.C. § 415, as implemented by Title 25, Code of Federal Regulations, Part 162. The form of this Lease has been accepted by the Secretary of Housing and Urban Development (HUD) pursuant to 24 C.F.R. § 203.43h(c), which implements Section 248 of the National Housing Act, 12 U.S.C. § 1715z-13, for use in connection with Federal Housing Administration (FHA) insurance of a mortgage on the interest created by this Lease, and pursuant to 24 C.F.R. § 1005.107, which implements Section 184 of the Housing and Community Development Act of 1992 (Pub. L. 102-550) for use in connection with HUD's issuance of a loan guarantee of a mortgage on the interest created by this Lease. The form of this Lease has also been accepted by the Secretary of the United States Department of Agriculture (USDA) for use in connection with the issuance by USDA or its Rural Housing Service (RHS) of a direct or guaranteed loan pursuant to section 502 of the Housing Act of 1949 as amended, 42 U.S.C. § 1472, and accepted by the Secretary of the Veterans Affairs (VA) for use in connection with the issuance by VA of a direct or guaranteed loan pursuant to chapter 37 of Title 38, United States Code, secured by the interest created by this Lease. As used in the context of this Lease, the term "Tribe or Tribal" refers to the respective Tribe who enters into this Lease as the "Lessor." For future reference, "Federal Agency" refers to HUD, VA, and USDA. When used in this Lease, the "lender" is any mortgagee that a Federal Agency has approved or a Federal Agency which makes a direct loan. With respect to mortgages which are insured under Section 248 of the National Housing Act, the lender must be approved by the Federal Housing Administration. The term "lender" also includes any of the lender's successors or assigns of the lender's right, title to, or interest in, the Mortgage and any subsequent noteholder secured by the Mortgage. The assignment of the mortgage or any interest therein does not require the consent of the Tribe.

2. PREMISES. Lessor hereby Leases to the Lessee all that tract or parcel of land situated on the \_\_\_\_\_ Indian Reservation, County of \_\_\_\_\_, State of \_\_\_\_\_, and described as follows (the Leased Premises):

[description], \_\_\_\_\_ County, \_\_\_\_\_  
Indian Reservation, \_\_\_\_\_ approximately \_\_\_\_\_  
acres.

3. USE OF PREMISES. The purpose of this Lease is to enable the Lessee to construct, improve, and maintain a dwelling and related structures on the Leased Premises, and otherwise

to use said premises as a principal residence. The Lessee agrees not to use any part of the Leased Premises for any unlawful conduct or purposes and will comply with all applicable Federal Laws.

4. TERM. Lessee shall have and hold the Leased Premises for a term of \_\_\_\_ years beginning on the effective date of this Lease. This Lease may not be terminated by either or both parties during its term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, is mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender and, if the loan is guaranteed, insured, or made by a Federal Agency, a written consent of that agency is also required. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the Leased Premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase. In the event a Federal Agency acquires a mortgage on the interest created by this Lease by assignment from a lender, the Lessor shall not terminate the Lease without the written consent of the respective Federal Agency, as long as the mortgage is in force.

5. RENT. The improvement of housing for Tribal families is a public purpose of the Lessor. The consideration for this Lease is (1) the obligation of Lessee to further said purpose, (2) the promise hereby given by Lessee to pay the Lessor rent at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_, (3) the extinguishment, hereby agreed to by Lessee, of any and all use rights heretofore held by Lessee in the Leased Premises, so that Lessee shall hereafter hold rights only by virtue of this Lease, and (4) other good and valuable considerations, the receipt of which is hereby acknowledged by Lessor. Rent may be subject to adjustment pursuant to 25 CFR 162.

6. IMPROVEMENTS. All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. During the term of this Lease, Lessee shall obtain any necessary governmental permits, approvals or authorization required for the construction and use of all improvements he or she (they) places or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements.

7. USE RIGHT. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall be entitled to use rights in the Leased Premises if qualified under the laws of the Tribe. If not so eligible, Lessee, his or her (their) subLessee and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease complete and peaceable possession of the Leased Premises and all improvements thereon which have not been relocated as permitted under Paragraph 23 of this Lease, which shall be the property of the Tribe.

#### 8. FEDERAL SUPERVISION.

(a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.

(b) No member of Congress or any delegate thereto or any Resident Commissioner

shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom.

9. QUIET ENJOYMENT. Lessor agrees to defend the title to the Leased Premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other persons whomsoever, except if the requirements of any part of this Lease are not kept by the Lessee. Notwithstanding the foregoing, Lessee and his or her (their) assigns is (are) subject to all the laws of the Tribe to the same extent as any other Tribal member or resident.

#### 10. ASSIGNMENT AND SUBLEASE.

(a) Except as otherwise provided herein, Lessee shall not assign or sublet this Lease without the prior written consent of the Lessor and sureties (as found in 25 CFR 162), and approval of the Secretary of the Interior. If this Lease and/or any improvements on the Leased Premises are mortgaged or pledged as security for a loan, Lessee shall not assign or sublet this Lease without the written approval of the lender and the respective Federal Agency. Lessee may assign the Lease and deliver possession of the Leased Premises, including any improvements thereon, to the lender or its successors, or Federal Agency guaranteeing or insuring the loan, if Lessee default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the Leased Premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this Lease or possession of the Leased Premises to a successor Lessee; provided, however, that the Lease may only be transferred to another member of the Tribe or tribal entity. Nothing in this Lease shall prevent the Lessee, with the approval of the Secretary of the Interior and the Secretary of HUD (for Section 248 insured loans), from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the purchase of a dwelling, refinancing of an existing mortgage, construction and/or improvement of a dwelling and related structures, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee, or assigns. Except in cases involving loans for home construction or home improvement by a bank, recognized lending institution, or a lending agency of the United States Government, where no such consent or approval of Lessor shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the Leased Premises without the prior written consent of Lessor and the approval of the Secretary.

Notwithstanding the provisions contained above, the following additional requirements shall be applicable to a Lease, which secures a mortgage insured, guaranteed or held by a Federal Agency:

(b) Notwithstanding that the term sublease is used herein, the Lessee shall not sublease the premises if the Lease is the security for a mortgage insured under Section 248. The lessee may assign the lease in accordance with the terms hereunder.

In the event a Federal Agency is the lender or acquires the mortgage secured by this Lease, and subsequently acquires said Lease by foreclosure, or by the assignment of said Lease by



Lessee, his or her (their) Lessees or assigns (for which the approval of the Tribe is not required), then:

- (1) The appropriate Federal Agency, (the Agency involved in this transaction) will notify the Tribe of the availability of the Lease for sale, the sales price of the home and other terms of sale.
- (2) The Lease may only be assigned to another tribal member or tribal entity, except that the appropriate Federal Agency may lease the Leased Premises to a non-member under the conditions specified herein. Any such sublease or assignment shall be executed consistent with tribal law and Federal law.
- (3) If a purchaser is found, the Lease will be transferred by the Federal Agency, to the purchaser, with the prior written consent of the appropriate Tribe.
- (4) If a purchaser cannot be found, the appropriate Federal Agency, shall be entitled to sublease the Leased Premises and improvements without the prior written approval of the Tribe. Such sublease shall be to a member of the Tribe, unless a tribal member Lessee cannot be found, in which case the Federal Agency may sub-Lease to any individual. The term of the initial Lease period and any succeeding period shall not exceed one year each. Any purchase of the Lease shall be subject to any sublease by the Federal Agency pursuant to this subsection.
- (5) No mortgagee (except a Federal Agency as mortgagee or assignee of a mortgagee) may obtain title to the interest created by this Lease without the prior written consent of the Tribe.

In the event that the lender is the entity responsible for acquiring the Lease and the leasehold estate by foreclosure, the lender shall have the rights of the Federal Agency who had insured or guaranteed the foreclosed mortgage under subparagraphs (1) through (5) above, provided this sentence does not apply to loans insured under HUD/FHA's Section 248 program.

11. **OPTION.** Subsequent to Lessee's breach of any covenant or agreement under a mortgage or other security instrument for which the Lease or any improvements on the Leased Premises are pledged as security, and upon the expiration of any applicable cure period, the Lessor shall have an option (the "option" herein) to acquire the Lessee's Leasehold interest, (subject to all valid liens and encumbrances) upon either payment in full of all sums secured by the mortgage or assumption of the loan with the approval of the lender or the applicable Federal Agency as evidenced by the note and mortgage and execution of an assumption agreement acceptable in all respects to the Lender. Such option is subject to the following conditions:

- (a) If the Lessee or any assignee of Lessee fails to cure the default, the lender shall give written notice to the Lessor and any applicable Tribal housing authority of Lessee's or its assignee's failure,
- (b) If the Lessee fails to cure the default, and said notice shall be given before the lender or successor invokes any other remedies provided under the mortgage or by law. Thereafter, the lender may issue an acceleration notice to the Lessee, its Lessees or assigns, under the mortgage or other security instrument, requiring the Lessee, its Lessees or assigns to pay all sums secured by the mortgage or other security instrument. If the Lessee, its Lessees or assigns fail to cure the default in accordance with the terms of the lender's acceleration notice, the lender shall give the Lessor written notice of said failure to cure. The Lessor may exercise its option at any time

within thirty (30) days of the date of the lender's written notice to the Tribe of said failure to cure. This option shall be exercised by notice in writing from the Lessor to the Lessee and the lender.

(c) Notwithstanding the Lessor's option to acquire the Lessee's interest in the Leased Premises, such option shall be subject to any right the Lessee may have under the mortgage or by law to reinstatement after the acceleration, and the right to bring appropriate court action to assert the non-existence of a default or any other defense to acceleration and sale or foreclosure.

(d) The estate acquired by the Lessor through the exercise of the option shall not merge with any other estate or title held by the Lessor as long as the leasehold interest or any improvements on the Leased Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and the leasehold interest shall remain subject to any valid and subsisting mortgage or other security instrument.

12. RESERVATIONS: Lessee shall use the premises exclusively for residential purposes, except as otherwise agreed to by the parties. Any rights not expressly provided are reserved by the Lessor.

Minerals: The Lessor reserves all rights, as owned by the Lessor, to all mineral rights, including but not limited to oil, gas, or hydrocarbon substances. The Lessor shall not exercise surface entry in connection with reserved mineral rights without prior consent of the Lessee and sureties (as found in 25 CFR 162).

Timber: The Lessor reserves all rights, as owned by the Lessor to timber and forest products on the premises.

Water: The Lessor reserves all rights, as owned by the Lessor, to water on the premises, except that which is needed for residential purposes.

13. EFFECTIVE DATE. This Lease and all its terms and provisions shall be binding upon the successors, and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or upon the date of approval by the Secretary, whichever is later.

14. OBLIGATION TO THE UNITED STATES. It is understood and agreed that while the Leased Premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of his, hers (theirs) sureties, are to the United States as well as to the owner of the land.

15. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

16. VIOLATIONS OF LEASE. It is understood and agreed that violations of this Lease shall be acted upon in accordance with the regulations in 25 CFR Part 162.

17. CARE OF PREMISES. It is understood and agreed that the Lessee is to keep the premises covered by this lease in good repair. Lessee shall not commit or permit to be committed any waste whatever on said premises and shall not remove or tear down any building or other improvements thereto, but shall keep the same in good repair. Lessee shall not destroy or permit to be destroyed any trees, except with the consent of the Lessor and the approval of the Secretary, and shall not permit the premises to become unsightly. The Lessee

will be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except for the usual wear and decay.

18. **FORCE MAJEURE.** Whenever under this instrument a time is stated within which or by which original construction, repairs or re-construction of said improvements shall be completed, and if during such period any cause reasonably beyond the Lessee's power to control occurs, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

19. **INSPECTION OF THE PREMISES.** The Secretary, lender, applicable Federal Agency, and the Lessor and their authorized representative shall have the rights, at any reasonable times during the term of this lease, and with reasonable notice, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

20. **INDEMNIFICATION.** Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use for the premises by Lessee, together with all costs and expenses in connection therewith.

21. **UTILITIES.** Neither the Lessor nor the United States shall have any obligation to provide utilities as of the commencement of this Lease. In the event that the Lessee requires utilities, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which the Lessor will not unreasonably withhold. The Lessee shall pay, as they become due, all bills for electricity and other utilities that are furnished to the leased premises.

22. **LATE PAYMENT INTEREST.** It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest will be assessed at the existing prime rate, plus three (3) percent, times the amount owed for the period during which payments are delinquent. Interest will become due and payable from the date such rental becomes due and will run until said rental is paid. The interest rate formula is  $\text{Interest} = (\text{Prime rate} + 3\%) \text{ times } (x) \text{ amount due}$ .

23. **RIGHT OF REMOVAL.** Upon the termination of the lease, the Lessee of a one-unit single family dwelling shall be entitled, within \_\_\_\_\_ days, to remove the dwelling and related structures from the leased premises and relocate such improvements to an alternative site, not located on the leased premises. Any Lessee who exercises such a right shall be required to pay all costs related to the relocation of the dwelling unit. Lessee shall leave the land in good order and condition. All other improvements shall become the property of the Lessor at the expiration of this lease. This paragraph does not apply to Section 248 insured mortgage loans.

24. **INSURANCE.** The Lessee agrees, so long as this lease is in effect, to keep buildings and improvements on the leased premises insured against loss or damage by fire with extended coverage endorsements in an amount equal to the full insurable value of the buildings and improvements insured. Said policy is to be made payable to the Bureau of Indian Affairs for the benefit of the Lessor. Said policy or policies shall be deposited with the Secretary and Lessee shall pay all premiums and other charges payable in respect to such insurance and shall deposit

with the Secretary the receipt for each premium or other charge as paid or satisfactory evidence thereof. Except, during such time that a mortgage is in effect against this Leasehold interest, that said policy is to be made jointly payable to the Lessee and the Lender, and premium payments provided for per specific requirements of the Lender.

25. ADDITIONS. Prior to execution of this Lease, provision(s) number(s)

\_\_\_\_\_ has (have) been added hereto and by reference is (are) made a part hereof.

WITNESS: \_\_\_\_\_, Lessor

WITNESS: \_\_\_\_\_  
\_\_\_\_\_, Lessee

APPROVED:  
SECRETARY OF  
THE INTERIOR

\_\_\_\_\_

BY: \_\_\_\_\_ Date

This lease is approved pursuant to the authority delegated by

\_\_\_\_\_ Approving Official

\_\_\_\_\_ Date

## Model Tribal Mortgage Lending Code

*Commentary: This Attachment sets forth general procedures for mortgages and foreclosures. It is designed to meet the needs of mortgage loan guarantee, insurance and direct loan programs sponsored by the U. S. Departments of Housing and Urban Development, Agriculture (Rural Housing) and Veterans Affairs. These Federal Agencies offer various mortgage loan programs which are designed to provide homeownership opportunities to Native Americans wishing to live on an Indian reservation or within an Indian area (as defined within each Agency's program requirements).*

A. Lien Priority All mortgage loans recorded in accordance with the recording procedures set forth in this Attachment, including Leasehold Mortgages, and including loans made, guaranteed, insured or held by a governmental agency, shall have priority over any lien not perfected at the time of such recording and any subsequent lien or claim excepting a lien or claim arising from a tribal leasehold tax assessed after the recording of the mortgage. (In those cases where the government direct, guaranteed or insured mortgage is created as a second mortgage, the loan shall assume that position.)

### B. Recording of Mortgage Loan Documents

- (1) The Tribal Recording Clerk shall maintain in the Tribal Real Estate program a system for the recording of mortgage loans and such other documents as the Tribe may designate by laws or resolution.
- (2) The Tribal Recording Clerk shall endorse upon any mortgage loan or other document received for recording:
  - (a) The date and time of receipt of the mortgage or other document;
  - (b) The filing number, to be assigned by the Tribal Recording Clerk, which shall be a unique number for each mortgage or other document received and;
  - (c) The name of the Tribal Recording Clerk or designee receiving the mortgage or document.

Upon completion of the above-cited endorsements, the Tribal Recording Clerk shall make a true and correct copy of the mortgage or other document and shall certify the copy as follows:

\_\_\_\_\_ Tribe )

)ss.

Indian Reservation )

I certify that this is a true and correct copy of a document received for recording this date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

(SEAL) \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Date)

The Tribal Recording clerk shall maintain the copy in the records of the recording system and shall return the original of the mortgage loan or other document to the person or entity that presented the same for recording.

(3) The Tribal Recording Clerk shall also maintain a log of each mortgage loan or other document recorded in which there shall be entered: (a) The name(s) of the Borrower/Mortgagor of each mortgage loan, identified as such; (b) The name(s) of the Lender/Mortgagee of each mortgage loan, identified as such; (c) The name(s) of the grantor(s), grantee(s) or other designation of each party named in any other documents filed or recorded; (d) The date and time of the receipt; (e) The filing number assigned by the Tribal Recording Clerk; and (f) The name of the Tribal Recording Clerk or designee receiving the mortgage or document.

(4) The certified copies of the mortgage loan and other documents and the log maintained by the Tribal Recording Clerk shall be made available for public inspection and copying. Rules for copying shall be established and disseminated by the Tribal Recording Clerk.

(5) All mortgages will be recorded with the BIA in addition to any Tribal recording provisions.

*Commentary: The federal agencies noted above recognize that Indian tribes are required to have mortgages filed with the Bureau of Indian Affairs (BIA). It is optional whether or not the tribe houses its Recording department within a "Tribal Real Estate" program. The tribe is free to place the Recording function in any tribal department it wishes.*

### C. Foreclosure Procedures

(1) A Borrower/Mortgagor shall be considered to be in default when he or she is thirty (30) days past due on his or her mortgage payment(s) or is in violation of any covenant under the mortgage for more than 30 days to the Lender/Mortgagee (i.e. the 31st day from the payment due date).

When a Borrower/Mortgagor is thirty days past due on his or her mortgage and before any foreclosure action or activity is initiated, the Lender/Mortgagee shall complete the following:

- (a) Make a reasonable effort to arrange a face-to-face interview with the Borrower/Mortgagor. This shall include at least one trip to meet with the Borrower/Mortgagor at the mortgaged property.
- (b) Lender/Mortgagee shall document that it has made at least one phone call to the Borrower/Mortgagor (or the nearest phone as designed by the Borrower/Mortgagor, able to receive and relay messages to the Borrower/Mortgagor) for the purpose of trying to arrange a face-to-face interview.

- (3) Lender/Mortgagee may appoint an agent to perform the services of arranging and conducting the face-to-face interview specified in this action.
- (4) When the Borrower/Mortgagor is past due on three installment payments and at least ten (10) days before initiating a foreclosure action in Tribal Court, the Lender shall advise the Borrower/Mortgagor in writing by mail or by posting prominently on the unit, with a copy provided to the Tribe, as follows:
  - (a) Advise the Borrower/Mortgagor that information regarding the loan and default/delinquency will be given to credit bureaus.
  - (b) Advise the Borrower/Mortgagor of homeownership counseling opportunities/programs available through the Lender or otherwise.
  - (c) Advise the Borrower/Mortgagor of other available assistance regarding the mortgage/default.
  - (d) In addition to the preceding notification requirements, the Lender/Mortgagee shall complete the following additional notice requirements (i) notify the Borrower/Mortgagor that if the Leasehold Mortgage remains past due on three installment payments, the Lender/Mortgagee may ask the applicable governmental agency to accept assignment of the Leasehold Mortgage if this is an option of the governmental program; (ii) notify the Borrower/Mortgagor of the qualifications for forbearance relief from the Lender/Mortgagee, if any, and that forbearance relief may be available from the government; and (iii) provide the Borrower/Mortgagor with names and addresses of government officials to whom further communications may be addressed, if any.
- (5) If a Borrower/Mortgagor is past due on three or more installment payments and the Lender/Mortgagee has complied with the procedures set forth in the first part of this Section, the Lender/Mortgagee may commence a foreclosure proceeding in the Tribal Court by filing a verified complaint as set forth in Section D. of this Code.

*Commentary: The proceeding Section C sets forth foreclosure procedures designed to meet all of the foreclosure procedure requirements currently established under the mortgage loan programs sponsored by the U.S. Departments of Housing and Urban Development, Agriculture and Veterans Affairs (collectively referred to as Federal Agency). However, under HUD's Section 248 mortgage insurance program, lenders have the option of assigning the mortgage to HUD rather than initiating foreclosure. If the lender exercises its option to assign the mortgage to HUD, it must comply with the requirements of the regulations at 24 CFR part 203.*

**D. Foreclosure Complaint and Summons** (1) The verified complaint in a mortgage foreclosure proceeding shall contain the following: (a) The name of the Borrower/Mortgagor and each person or entity claiming through the Borrower/Mortgagor subsequent to the recording of the mortgage loan, including each Subordinate Lienholder (except the Tribe with respect to a claim for a tribal leasehold), as a defendant; (b) A description of the property subject to the mortgage loan; (c) A concise statement of the facts concerning the execution of the mortgage loan and in the case of a Leasehold Mortgage the lease; the facts concerning the recording of the mortgage loan or the Leasehold Mortgage; the facts concerning the alleged default(s) of the Borrowers/Mortgagor; and such other facts as may be necessary to constitute a cause of action; (d) True and correct copies of each

promissory note, mortgage, deed of trust or other recorded real property security instrument (each a "security instrument") and any other documents relating to the property and if a Leasehold Mortgage, a copy of the lease and any assignment of any of these documents; and (e) Any applicable allegations concerning relevant requirements and conditions prescribed in (i) federal statutes and regulations (ii) tribal codes, ordinances and regulations; and/or (iii) provisions of the promissory note, security instrument and if a Leasehold Mortgage, the lease. (2) The complaint shall be verified by the Tribal Court Clerk along with a summons specifying a date and time of appearance for the Defendant(s).

E. Service of Process and Procedures. Any foreclosure complaint must be in writing, and must be delivered to the Borrower/Mortgagor in the following manner:

- (1) Delivery must be made by an adult person and is effective when it is: (a) Personally delivered to a Borrower/Mortgagor with a copy sent by mail, or (b) Personally delivered to an adult living in the property with a copy sent by mail, or (c) Personally delivered to an adult agent or employee of the Borrower/Mortgagor with a copy sent by mail.
- (2) If the notice cannot be given by means of personal delivery, or the Borrower/Mortgagor cannot be found, the notice may be delivered by means of:
  - (a) Certified mail, return receipt requested, at the last known address of the Borrower/Mortgagor, or
  - (b) Securely taping a copy of the notice to the main entry door of the property in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store, or other commonly-frequented place and by sending a copy first class mail, postage prepaid, addressed to the Borrower/Mortgagor at the premises.
- (3) The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

F. Cure of Default Prior to the entry of a judgment of foreclosure, any Borrower/Mortgagor or a Subordinate Lienholder may cure the default(s) under the Mortgage by making a full payment of the delinquency to the Lender/Mortgagee and all reasonable legal and Court costs incurred in foreclosing on the property. Any subordinate Lienholder who has cured a default shall thereafter have included in its lien the amount of all payments made by such Subordinate Lienholder to cure the default(s), plus interest on such amounts at the rate stated in the note for the mortgage. There shall be no right of redemption in any Leasehold Mortgage Foreclosure proceeding.

*Commentary: This Section F. does not allow for a "right of redemption." The "right of redemption" if provided in a Foreclosure Code allows a Borrower/Mortgagor to redeem (purchase) his/her foreclosed property after it has been sold at a foreclosure sale. Most state foreclosure laws have very strict time limits on how long a Borrower/Mortgagor has to redeem his/her property after a foreclosure sale, when the right to redeem will be allowed, and notice requirements that must be given the Borrower/Mortgagor following the sale of his/her foreclosed property. Because the right of redemption can be very specialized the drafters of this model Code will leave to the discretion of the tribe whether or not to incorporate a "right of redemption" and under what terms. If a "right of redemption" is included, it will be necessary for the tribe to seek approval in a separate process from each of the Federal Agencies noted.*



G. Judgment and Remedy This matter shall be heard and decided by the Tribal Court in a prompt and reasonable time period not to exceed sixty (60) days from the date of service of the Complaint on the Borrower/Mortgagor. If the alleged default has not been cured at the time of trial and the Tribal Court finds for the Lender/Mortgagee, the Tribal Court shall enter judgment:

- (1) Foreclosing the interest of the Borrower/Mortgagor and each other defendant, including Subordinate Lienholder, in the mortgaged property and
- (2) Granting title to the property to the Lender/Mortgagee or the Lender's Designated Assignee; in the case of a Leasehold Mortgage, the Lease and the Leasehold Estate will be assigned to the Lender/Mortgagee or the Lender's Designated Assignee, subject to the following provisions:
  - (a) The lender shall give the Tribe the right of first refusal on any acceptable offer to purchase the Lease and the Lessee's leasehold interest in the property described in the lease which is subsequently obtained by the Lender or Lender's Designated Assignee.
  - (b) The Lender or Lender's Designated Assignee may only transfer, sell or assign the Lease and Lessee's leasehold interest in the property described in the Lease to a Tribal member, the Tribe, or the Tribal Housing Authority;
  - (c) The mortgagee has the right to convey the leasehold interest to the Secretary of HUD without providing the right of first refusal to the Tribe for Section 248.

H. Foreclosure Evictions Foreclosure evictions shall be handled according to the general eviction process set forth below.

- (1) Jurisdiction. The provisions of this section H. shall apply to all persons and property subject to the governing authority of the Tribe as established by the Tribal Constitution, Tribal Code, or applicable federal law.
- (2) Unlawful Detainer. A Lessee, Sublessee, or other occupant of a Leasehold Estate subject to a Leasehold Mortgage shall be guilty of unlawful detainer if such person shall continue in occupancy of such Leasehold Estate without the requirement of any notice by the Lessor, after such person's Leasehold Estate has been foreclosed in a Leasehold Mortgage foreclosure proceeding in the Tribal Court;
- (3) Complaint and Summons. The lender or Federal Agency (which made, guaranteed or insured the mortgage loan) as appropriate, shall commence an action for unlawful detainer by filing with the Tribal Court, in writing, the following documents:
  - (a) A complaint, signed by the lender or Federal Agency, or an agent or attorney on their behalf:
    - i. Citing facts alleging jurisdiction of the Tribal Court;
    - ii. Naming as defendants the mortgagors and any other record owner (including Sublessees and subordinate lienholders), of which the complainant has record notice (except the Tribe with respect to a claim for a Tribal tax on the Leasehold Estate subject to the Leasehold Mortgage);
    - iii. Describing the Leasehold Estate subject to the Leasehold Mortgage;

- iv. Stating the facts concerning (1) the execution of the lease and the Leasehold Mortgage; (2) the recording of the Leasehold Mortgage; and (3) the facts upon which he or she seeks to recover;
- v. Stating any claim for damages or compensation due from the persons to be evicted; and
- vi. Otherwise satisfying the requirements of the Tribal Court.

(b) A copy of the summons, issued in accordance with established Tribal Court rules and procedures, requiring the defendants to file a response to the complaint by the date specified in the summons. The deadline specified in the summons for filing a response shall be no less than 6 nor more than 30 days from the date of service of the summons and complaint. The summons shall notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless they file a response with the court by the date specified in the summons.

(4) Service of Summons and Complaint. A copy of the summons and complaint shall be served upon the defendants in the manner provided by the Tribal Court rules for service of process in civil matters. In the absence of such Tribal Court rules, the summons and complaint shall be served by one of the following two methods.

(5) Procedures for Service of Notice. Notices required or authorized in the immediately preceding section shall be given in writing either by:

- (a) Delivering a copy personally to the Borrower/ Mortgagor or to any other occupant under color of law, or to any adult residing on the Leasehold Estate and, if applicable, to any Sublessee; or
- (b) Posting said notice in a conspicuous place near the entrance to said Leasehold Estate, and sending an additional copy to the Lessee or to any other occupant under color of law, and, if applicable, to the Sublessee, by certified mail, return receipt requested, properly addressed, postage paid. Proof of service may be made by affidavit of any adult person stating the he has complied with the requirements of one of the above methods of service.

(6) Power of the Tribal Court. The Tribal Court shall enter an Order of Repossession if:

- (a) Notice of suit is given by service of (a) summons and complaint in accordance with the procedures provided herein; and
- (b) The Tribal Court shall find during pre-trial proceedings or at trial that the Lessee, Sublessee, or other occupant under color of law of the Leasehold Estate subject to the Leasehold Mortgage is guilty of an act of unlawful detainer.

Upon issuance of an Order of Repossession, the Tribal Court shall have the authority to enter a judgment against the defendants for the following, as appropriate: (1) back rent, unpaid utilities, and any charges due the Tribe, Tribal Housing Authority, other public Housing Authority, or Sublessor under any sublease or other written agreement (except for a Leasehold Mortgage); (2) any and all amounts secured by the Leasehold Mortgage that are due the lender (or Federal Agency); and (3) damages to the property caused by the defendants, other than ordinary wear and tear. The Tribal Court shall have the

authority to award to the prevailing party its costs and reasonable attorney's fees in bringing suit.

- (7) Enforcement. Upon issuance of an Order of Repossession by the Tribal Court, Tribal law enforcement officers shall help plaintiffs enforce same by evicting the defendants and their property from the unlawfully occupied Leasehold Estate. In all cases involving the lender or Federal Agency, the Order of Repossession shall be enforced no later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to Paragraph H7 below, and provided, that no party exercised the right to cure a default or right of first refusal as described in Paragraphs F and G above.
- (8) Continuances in Cases Involving the Lender or Federal Agency (which originally made, insured or guaranteed) the mortgage loan. Except by agreement of all parties, there shall be no continuances in cases involving the lender or Federal Agency that will interfere with the requirement that the Order of Repossession be enforced not later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to the sound discretion of the Court.

I. No Merger of Estates There shall be no merger of estates by reason of the execution of a Lease or a Leasehold Mortgage or the assignment or assumption of the same, including an assignment adjudged by the Tribal Court, or by operation of law, except as such merger may arise upon satisfaction of the Leasehold Mortgage.

#### J. Certified Mailing to Tribe

In any foreclosure proceedings on a Leasehold Mortgage where the Tribe is not named as a defendant, a copy of the summons and complaint shall be mailed to the Tribe by certified mail, return receipt requested, within five (5) days after the issuance of the summons. If the lessor is not the tribe, this notice will also be mailed to the lessor at the same time the notice is mailed to the tribe. If the location of the lessor cannot be ascertained after reasonable inquiry, a copy of the summons and complaint shall be mailed to the lessor in care of the Superintendent of the applicable agency of the Bureau of Indian Affairs.

#### K. Intervention

The Tribe or any Lessor may petition the Tribal Court to intervene in any Lease or Leasehold Mortgage foreclosure proceeding under this Code. Neither the filing of a petition for intervention by the Tribe, nor the granting of such petition by the Tribal Court shall operate as a waiver of the sovereign immunity of the Tribe, except as may be expressly authorized by the Tribe.

#### L. Appeals

Appeals under this Code shall be handled in accordance with the general tribal appellate provisions.

## Section 184 Addendum to Uniform Residential Loan Application

### Part I-Identifying Information

3. Borrower's Name & Present Address (Include zip code)	1. Section 184 Case No.	2. Lender's Case No
7. Property Address (including name of subdivision, lot & block no. & zip code)	4. Interest Rate	5. Proposed Maturity Yrs.                      months
	6. Loan Amount (with financed guarantee fee) \$	
	8. Lender's I.D. Code	9. Sponsor / Agent I.D. Code
12. Lender's Name & Address (include zip code)	10. Name & Address of Sponsor / Agent	
<b>Type or Print all entries clearly</b>	11. Lender's Telephone Number	

13. First time Homebuyer? \_\_\_\_\_

14. Please indicate type of loan:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Streamline with appraisal           | <input type="checkbox"/> Acquisition of existing       | <input type="checkbox"/> Single Close Proposed |
| <input type="checkbox"/> Streamline without appraisal        | <input type="checkbox"/> Acquisition/Rehab of existing |  |
| <input type="checkbox"/> Credit Qualifying with cash out     | <input type="checkbox"/> Acquisition-Less than 1 year  |  |
| <input type="checkbox"/> Newly constructed- Less than 1 year |  |  |
| <input type="checkbox"/> Credit Qualifying with no cash out  |  |  |
| <input type="checkbox"/> Credit Qualifying with escrow       |  |  |

### Part II - Lender's Certification

15. The undersigned lender makes the following certifications to allow issuance of a firm commitment for a loan guarantee.
- A. The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.
  - B. The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.
  - C. The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.
  - D. The verification of employment and verification of deposits were requested and received by the lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.
  - E. The Uniform Residential Loan Application and this Addendum were signed by the borrower after all sections were completed.
  - F. This proposed loan to the named borrower meets the income and credit requirements of the governing law in the judgment of the undersigned.
  - G. To the best of my knowledge and belief, I and my firm and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not, within a three-year period preceding this proposal, been convicted or had a civil judgment rendered against them for (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph G(2) of this certification; and (4) have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
  - H. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of its agents.

Signature of Officer of Lender	Date (mm/dd/yyyy)	Title of Officer of Lender
--------------------------------	-------------------	----------------------------

**Part III - Notices to Borrowers.** The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 12 U.S.C. 1701 et seq.. The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN. HUD may conduct a computer match to verify the information you provide. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside of HUD will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law. Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

## Section 184 Addendum to Uniform Residential Loan Application

### Part IV - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration to verify my Social Security number to the Lender identified in this document and HUD, through a computer match conducted by HUD. I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD and that verification of my Social Security number does not constitute confirmation of my identity. I also understand that my Social Security number may not be used for any other purpose than the one stated above, including resale or re-disclosure to other parties. The only other re-disclosure permitted by this authorization is for review purposes to ensure that HUD complies with SSA's consent requirements. I am the individual to whom the Social Security number was issued or that person's legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both. This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

Signature(s) of Borrower(s)

Date Signed

//

Signature(s) of Co - Borrower(s)

Date Signed

//

### Part V - Borrower Certification

16. Do you own or have you sold other real estate within the past 24 months on which there was a mortgage?

Yes  No

16b. Is it to be sold?

Yes  No

16c. If yes, was the mortgage a Section 184 guaranteed loan?

Yes  No

17. As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made **will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended.** Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to HUD and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which HUD may be required to pay your lender on account of default in your loan payments. **The amount of any such claim payment will be a debt owed by you to the Federal Government. This debt will be the object of established collection procedures.**

18. I, the Undersigned Borrower(s) Certify that:

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

I have been informed that (\$) is the statement of appraised value as determined by HUD.

Note: If the contract price or cost exceeds the Uniform Residential Appraisal Report, mark either item (a) or item (b), whichever is applicable.

(a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the HUD established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the HUD/ FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(2) Neither I, nor anyone authorized to act for me, will refuse to sell, after the making of a bona fide offer, or refuse to negotiate for the sale of, or otherwise make unavailable or deny the dwelling or property covered by his/ her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

(3) All information in this application is given for the purpose of obtaining a loan to be insured under the Section 184 Statute and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.

(4) For properties constructed prior to 1978, I have received information on lead paint poisoning.

(5) I am aware that HUD does not warrant the condition or value of the property

Signature(s) of Borrower(s) -- **Do not sign** unless this application is fully completed. Read the certifications carefully & review accuracy of this application.

Signature(s) of Borrower(s)

Date Signed

//

Signature(s) of Co - Borrower(s)

Date Signed

//

Federal statutes provide severe penalties for any fraud or intentional misrepresentation contained on this form.

## Borrower's Certificate:

The undersigned certifies that:

- (a) I 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 me independently of the said mortgaged property, or obligations approved by the Secretary;
- (b) The undersigned intends to occupy the subject property for the term of the Section 184 loan;
- (c) All charges and fees collected from me as shown in the settlement statement have been paid by my own funds(or HUD approved gift funds), and no other charges have been or will be paid by me in respect to this transaction;
- (d) Neither I, nor anyone authorized to act for me, will refuse to sell, after the making of a bona fide offer, or refuse to negotiate for the sale of or otherwise make unavailable or deny the dwelling or property covered by this loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for a violation of this certificate.

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Borrower(s) Signature(s) & Date

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## Lender's Certificate

The undersigned certifies that to the best of its knowledge:

- (a) The statements made in its application for insurance and in this Certificate are true and correct;
- (b) The conditions appearing in any outstanding commitment issued under the above case number have been fulfilled;
- (c) Complete disbursement of the loan has been made to the borrower, or to his/her creditors for his/her account and with his/her consent;
- (d) The security instrument has been recorded and is a good and valid first lien on the property described;
- (e) No charge has been made to or paid by the borrower except as permitted under HUD regulations;
- (f) The copies of the credit and security instruments which are submitted herewith are true and exact copies as executed and filed for record;
- (g) Lender has not paid any kickbacks, fee or consideration of any type, directly or indirectly, to any party in connection with this transaction except as permitted under HUD regulations and administrative instructions.

I, the undersigned, as authorized representative of \_\_\_\_\_, mortgagee at this time of closing of this mortgage loan, certify that I have personally reviewed the mortgage loan documents, closing statements, application for insurance endorsement, and all accompanying documents.

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Lender's Name

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Title of Lender's Officer

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Signature of Lender's Officer & Date

## Section 184 Warranty of Completion of Construction

Lender's Name, Address and Phone Number	Name(s) of Purchase/Owner
Section 184 Case Number	Property Address

For good and valuable consideration, the undersigned Warrantor hereby warrants to the Purchaser(s) or Owner(s) identified in the caption hereof, and to his/her successors or transferees, that:

The dwelling located on the property identified in the caption hereof is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variations therein) which have been approved in writing by the Secretary of the Department of Housing and Urban Development (HUD) on which the Secretary of HUD based the valuation of the dwelling: **Provided, however,** That this warranty shall apply only to such instances of substantial nonconformity as to which the Purchaser(s)/ Owner(s) or his/her (their) successors or transferees shall have given written notice to the Warrantor at any time or times within one year from the date of original conveyance of title to such Purchaser(s)/Owner(s) or the date of initial occupancy, whichever first occurs: **Provided further, however,** That in the event (1) the Purchaser(s)/Owner(s) acquired title to the captioned property prior to the completion of construction of the dwelling thereon, such notice of nonconformity to the Warrantor may be given any time or times within one year from the date of completion or initial occupancy of such dwelling, whichever first occurs, or (2) where it has been necessary to postpone improvements such notice of nonconformity to the Warrantor as to such incomplete items may be given at any time or times within one year from the date of full completion of each of such items.

The term "dwelling" as used herein shall be deemed to include all improvements or appurtenances set forth in the plans and specifications upon which the Secretary of HUD has based the valuation of the property, excepting those constructed by a municipality or other government authority.

The undersigned Warrantor further warrants to the Purchaser(s)/ Owner(s) or his/her (their) successors or transferees, the property against defects in equipment, material, or workmanship and materials supplied or performed by the Warrantor or any subcontractor or supplier at any tier resulting in noncompliance with standards of quality as measured by acceptable trade practices. This warranty shall continue for a period of one year from the date of original conveyance of title to such Purchaser(s) or from the date of full completion of each of any items completed after conveyance of title. The Warrantor shall remedy, at the Warrantor's expense, any defect(s) of equipment, material, or workmanship furnished by the Warrantor. Warrantor shall restore any work damaged in fulfilling the terms and conditions of this warranty.

If a manufactured (mobile) home was erected on this property, the Warrantor further warrants that (1) the property (other than the manufactured unit itself) complies with the submitted construction exhibits; (2) the manufactured home sustained no hidden damage during transportation and erection; and (3) if the home was manufactured in separate sections, the sections were properly joined and sealed.	Manufacturer's Name, Address & Phone Number
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This warranty shall be in addition to, and not in derogation of, all other rights and privileges which such Purchaser(s)/ Owner(s) or his/her (their) successors or transferees may have under any other law or instrument, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Purchaser(s)/ Owner(s), and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by the Purchaser(s)/ Owner(s) or his/her (their) successors or transferees heretofore or contemporaneously with the execution of this agreement or prior to final settlement.

This warranty is executed for the purpose of inducing the Secretary of HUD to guarantee a mortgage on the captioned property, and the person signing for the Warrantor represents and certifies that he/she is authorized to execute the same by the warrantor and by his/her signature the Warrantor is duly bound under the terms and conditions of said warranty. The Secretary of HUD reserves the right to make a final determination as to whether a defect exists and whether the builder must remedy the defect.

<b>Warrantor</b>	<b>Purchaser(s)'</b>	
Warrantor's	<b>Acknowledgement</b>	Date
Signature	Signature of Purchaser	Date
		(mm/dd/yyyy)
		(mm/dd/yyyy)
Builder's Name and Address	Builder's Phone Number (Include Area Code)	

**Purchaser Note:** Any notice of nonconformity must be delivered to the warrantor within the periods set forth above.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

## SINGLE CLOSE 184 APPLICANT ACKNOWLEDGEMENT

I/We, the undersigned, do hereby acknowledge and understand that at the time of the loan closing of the 184 Guaranteed Construction/Permanent Loan, for which I/we have applied to

\_\_\_\_\_ (lender), all the proceeds designated for the construction in the amount of \$\_\_\_\_\_ (received from the borrower/loan proceeds), are to be placed in an interest bearing escrow account. If there are remaining construction funds in the Construction Escrow Account after the Final Release is processed, \_\_\_\_\_ (lender), must apply those funds in accordance with the 184 Program Guidelines.

I/We hereby request that \_\_\_\_\_ (lender), after final inspection is satisfactorily complete and the final release has been processed, apply the net income (interest) earned by the Construction Escrow Account accordingly:

- Pay the net interest income directly to me/us.
- Apply the net interest income directly to the mortgage principal balance for an equal amount of principal reduction.
- Other: \_\_\_\_\_

This account is not, nor shall it be treated as an escrow for the paying of real estate taxes, insurance premiums, delinquent notes, ground rents, or assessments.

I/We further acknowledge, that if required to protect the priority of the Security Instrument, that \_\_\_\_\_ (lender) may retain the holdback, for a period not to exceed 35 days (or the time period to required by law to file a lien, whichever is longer), to ensure compliance with state lien waiver laws or other state or tribal requirements. A copy of the final inspection report and Final Release Notice will be provided to me/us.

I/We further understand that the Appraiser and Inspectors obligation is to assist the lender in determining the eligibility of the property for OLG guarantee purposes only and that I/we are responsible to determine the soundness of the property before and after construction, including value, cost estimates and the ability of the contractor to complete the construction in a satisfactory workman like manner in compliance with all accepted exhibits and local codes and ordinances.

\_\_\_\_\_  
Borrower Signature (DATE)

\_\_\_\_\_  
Co-Borrower Signature (DATE)



# Section 184 Homebuyer Notice

**You must** read this entire document at the time you apply for the loan.

Return one copy to lender as proof of notification and keep one copy for your records.

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## Condition of Property

The property you are buying is not HUD/FHA approved and HUD/FHA does not warrant the condition or the value of the property. An appraisal will be performed to estimate the value of the property, but this appraisal does not guarantee that the house is free of defects. You should inspect the property yourself very carefully or hire a professional inspection service to inspect the property for you.

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## Interest Rate and Discount Points

HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the lender you have chosen.

The interest rate, any discount points and the length of time the lender will honor the loan terms are all negotiated between you and the lender.

The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.

Lenders may agree to guarantee or "lock-in" the loan

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terms for a definite period of time (i.e., 15, 30, 60 days, etc.) or may permit your loan to be determined by future market conditions, also known as "floating". Lenders may require a fee to lock in the interest rate or the terms of the loan, but must provide a written agreement covering a minimum of 15 days before the anticipated closing. Your agreement with the lender will determine the degree, if any, that the interest rate and discount points may rise before closing.

If the lender determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

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## Don't Commit Loan Fraud

It is important for you to understand that you are required to provide complete and accurate information when applying for a mortgage loan.

Do not falsify information about your income or assets.

Disclose all loans and debts (including money that may have been borrowed to make the downpayment).

Do not provide false letters-of-credit, cash-on-hand statements, gift letters or sweat equity letters.

Do not accept funds to be used for your downpayment from any other party (seller, real estate salesperson, builder, etc.).

Do not falsely certify that a property will be used for your primary residence when you are actually going to use it as a rental property.

Do not act as a "strawbuyer" (somebody who purchases a property for another person and then transfers title of the property to that person), nor should you give that person personal or credit information for them to use in any such scheme.

Do not apply for a loan by assuming the identity of another person.

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**Do not sign an incomplete or blank document; that is, one missing the name and address of the recipient and/or other important identifying information.**

**Penalties for Loan Fraud:** Federal laws provide severe penalties for fraud, misrepresentation, or conspiracy to influence wrongly the issuance of mortgage insurance by HUD. You can be subject to a possible prison term and fine of up to \$10,000 for providing false information. Additionally, you could be prohibited from obtaining a HUD-insured loan for an indefinite period.

**Report Loan Fraud:** If you are aware of any fraud in HUD programs or if an individual tries to persuade you to make false statements on a loan application, you should report the matter by calling your nearest HUD office or the HUD Regional Inspector General, or call the HUD Hotline on 1 (800) 347-3735.

**Warning:** It is a crime to knowingly make false statements to the United States Government on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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## Discrimination

If you believe you have been subject to discrimination because of race, color, religion, sex, handicap, familial status, or national origin, you should call HUD's Fair Housing & Equal Opportunity Complaint Hotline: 1 (800) 669-9777.

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**About Prepayment**

This notice is to advise you of the requirements that must be followed to accomplish a prepayment of your mortgage, and to prevent accrual of any interest after the date of prepayment.

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment, the prepayment must be received on

the installment due date (the first day of the month) if the lender stated this policy in its response to a request for a payoff figure.

Otherwise, you may be required to pay interest on the amount prepaid through the end of the month. The lender can refuse to accept prepayment on any date other than the installment due date.

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**You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.**

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**Acknowledgment:** I acknowledge that I have read and received a copy of this notice at the time of loan application. This notice does not constitute a contract or binding agreement. It is designed to provide current HUD/FHA policy regarding refunds.

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X \_\_\_\_\_  
Signature & Date:

X \_\_\_\_\_  
Signature & Date:

**RIDER FOR SECTION 184  
INDIVIDUAL ALLOTTED TRUST LAND - NO LEASE**

THIS RIDER FOR SECTION 184 MORTGAGE is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to \_\_\_\_\_ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

(PROPERTY ADDRESS)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable. Section 184 of the Community Housing and Development Act grants to any such court the jurisdiction to convey the property to the Secretary and to order eviction of the delinquent Borrower. In the event of foreclosure, the land shall not be removed from trust or restricted status except upon application to the Secretary of the Interior or his duly authorized representative.
2. The mortgagee or the Secretary shall not sell, transfer or otherwise dispose of or alienate the property except to an eligible tribal member, the Indian tribe, or the Indian housing authority or TDHE servicing the Indian tribe.
3. This Security Instrument may be assumed, subject to credit approval by the Lender/HUD by any eligible tribal member, the Indian tribe, or the Indian housing authority or TDHE servicing the Indian tribe. Assumption shall not cause any adjustment of the interest rate.

STATEMENT OF OCCUPANCY. Borrower(s) will occupy the subject property as a principal residence within sixty (60) days of the loan closing. In the case of new construction borrower(s) must occupy within 60 days of completion of construction and/or issuance of the certificate of occupancy. Borrower(s) further understand that occupancy is a requirement for the life of the 184 loan and that the home shall not be vacated or converted to rental while encumbered with a 184 mortgage. Borrower(s) further confirm and understand and agree that failure to occupy the property as a principal residence as provided above, shall constitute a default under the terms and conditions of the loan, and upon the occurrence of such default the whole sum of principal and interest shall immediately become due and payable at the option of the holder of the note

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for Section 184 Mortgage.

\_\_\_\_\_  
Borrower/Date

\_\_\_\_\_  
Borrower/Date

**RIDER FOR SECTION 184 MORTGAGE  
FEE SIMPLE PROPERTY ONLY**

THIS RIDER FOR SECTION 184 MORTGAGE on FEE SIMPLE PROPERTY ONLY (not Trust or Allotted Land) is made this \_\_\_\_\_ day of \_\_\_\_\_ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to \_\_\_\_\_ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows:

1. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary") any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable.
2. This security instrument may be assumed, subject to credit approval by the Lender/HUD. Assumption shall not cause any adjustment of the interest rate.
3. Any and all foreclosure proceedings pertaining to the Security Instrument and any judgments arising from such proceedings are subject to the provisions of Section 184 of the Housing and Community Development Act of 1992, as amended, or any successor Act, and any regulations promulgated there under, as well as the applicable provisions of the foreclosure laws of the court of competent jurisdiction, if applicable.

STATEMENT OF OCCUPANCY. Borrower(s) will occupy the subject property as a principal residence within sixty (60) days of the Loan closing. In the case of new construction borrower(s) must occupy within 60 days of completion of construction and/or issuance of the certificate of occupancy. Borrower(s) further understand that occupancy is a requirement for the life of the 184 loan and that the home shall not be vacated or converted to rental while encumbered with a 184 mortgage. Borrower(s) further confirm and understand and agree that failure to occupy the property as a principal residence as provided above, shall constitute a default under the terms and conditions of the loan, and upon the occurrence of such default the whole sum of principal and interest shall immediately become due and payable at the option of the holder of the note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for a Section 184 Mortgage for the Fee Simple Property.

\_\_\_\_\_  
Borrower/Date

\_\_\_\_\_  
Borrower/Date

## CONSTRUCTION LOAN RIDER

THIS CONSTRUCTION LOAN RIDER is made this \_\_\_\_\_ day of, 20\_\_ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (Security Instrument) of the same date given by the undersigned (Borrower) to secure Borrower's Note (Note) to

(lender) of the same date and covering the property described in the Security Instrument and located at:

(property address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. All replacements and additions, and Borrower's interest in the Construction Escrow Account established in connection with this Security Instrument shall be covered by this Security Instrument.
- B. Loan proceeds are to be advanced for the construction of the premises in accordance with the Construction Loan Agreement dated \_\_\_\_\_, 20\_\_\_\_, between the borrower and lender. This agreement is incorporated by reference and made a part of this mortgage. No advances shall be made unless approved by the Assistant Secretary of Public and Indian Housing, Department of Housing and Urban Development.
- C. If the construction is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the lender is vested with full authority to take the necessary steps to protect the construction and the property from harm, continue existing contracts or enter into necessary contracts to complete the construction. All sums expended for such protection shall be added to the principal indebtedness, and be secured by the mortgage and be due and payable on demand with interest as set out in the note.
- D. If the borrower fails to make any payment or to perform any other obligation under the loan, including the commencement progress, and completion provisions of the Construction Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of the lender, be in default.

BY SIGNING BELOW, Borrower accepts and agrees to the terms of the covenants contained in this Construction Loan Rider.

\_\_\_\_\_  
Borrower/Date

\_\_\_\_\_  
Borrower/Date

## RIDER FOR SECTION 184 MORTGAGE (NON-BORROWER PLEDGE OF LEASEHOLD INTEREST)

THIS RIDER FOR SECTION 184 MORTGAGE is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to \_\_\_\_\_ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

[Property Address]

\_\_\_\_\_ ("Non-Borrower Leaseholder") is executing this mortgage for the sole purpose of encumbering the interest she owns in the land which is security for this mortgage and the note referenced herein. However, he/she assumes no personal liability for the obligations enumerated in the note except to the extent described in the preceding sentence.

In the event of default, notice would be given \_\_\_\_\_ and the other mortgagors.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. The interests of the Borrower in the property described above were created by a lease agreement from \_\_\_\_\_ as lessor dated \_\_\_\_\_, 20\_\_\_\_. Any reference to the "Property" shall be construed as referring only to the interest of Borrower created by such lease or any replacement lease (as applicable).
- B. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable. Section 184 of the Housing and Community Development Act grants to any such court the jurisdiction to convey to the Secretary the remaining life of a lease on the property and to order eviction of the delinquent Borrower.
- C. Any purchaser at foreclosure sale other than the Secretary must receive the written consent of the lessor or, if lessor is not an Indian tribe, the tribe of which lessor is a member. The purchaser shall receive a lease for the remaining term of the existing lease unless the tribe consents to an assumption of the existing lease.
- D. This Security Instrument may be assumed, subject to credit approval by the Lender/HUD and the consent of the tribe to an assumption of the existing lease or the grant of the new lease. Assumption shall not cause any adjustment of the interest rate.
- E. A sale of property subject to the Security Instrument without an assumption of the Security Instrument may be made if a new lease for the remaining term of the existing lease is granted.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for Section 184 Mortgage.

\_\_\_\_\_ Borrower Signature/Date

\_\_\_\_\_ Borrower Signature/Date

**LAND STATUS AND JURISDICTION FORM  
SECTION 184 INDIAN HOUSING LOAN GUARANTEE PROGRAM  
HUD, OFFICE OF NATIVE AMERICAN PROGRAMS**

**APPLICANT NAME:** \_\_\_\_\_

**CO-APPLICANT NAME:** \_\_\_\_\_

**LENDER:** \_\_\_\_\_

**TRIBE:** \_\_\_\_\_

**PROPOSED PROPERTY ADDRESS/LOCATION:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LAND STATUS:**

\_\_\_\_\_ **TRIBAL TRUST LAND**

\_\_\_\_\_ **FEE SIMPLE LAND**

\_\_\_\_\_ **ALLOTTED OR INDIVIDUAL TRUST LAND**

\_\_\_\_\_ **RESTRICTED FEE**

\_\_\_\_\_ **LAND ASSIGNMENT**

\_\_\_\_\_ **TRIBAL LEASEHOLD**

**DOES THE TRIBE HAVE A TRIBAL COURT SYSTEM:** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**IF YES, DOES THE TRIBAL COURT SYSTEM HAVE JURISDICTION TO HEAR FORECLOSURE AND/OR EVICTION CASES FOR THE PROPOSED SITE:**

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**SIGNATURE OF TRIBAL OFFICIAL:** \_\_\_\_\_

**TITLE/NAME OF TRIBE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Lender Submission Contact Sheet

(to be submitted with ALL Firm Commitment submissions and ALL LG Cert submissions)

## Lender Info

Lender Name: \_\_\_\_\_

Submitter's Name: \_\_\_\_\_

Submitter's Phone #: \_\_\_\_\_

Submitter's Email: \_\_\_\_\_

Submitter's Fax #: \_\_\_\_\_

Fax # for Firm Commitments (if different): \_\_\_\_\_

Underwriter Name: \_\_\_\_\_

Underwriter's Email: \_\_\_\_\_

Underwriter's Fax #: \_\_\_\_\_

## Borrower Info

Section 184 Case #: \_\_\_\_\_

Section 184 Cohort # (if applicable): \_\_\_\_\_

Borrower Name: \_\_\_\_\_

Co-borrower Name: \_\_\_\_\_

Tribal Affiliation: \_\_\_\_\_

Type of Submission (CIRCLE): Firm Commitment OR Loan Guarantee OR Test Case

Type of Land (CIRCLE): Fee Simple OR Tribal Trust OR Allotted





## POST ENDORSEMENT SUBMISSION CHECKLIST

**NOTE TO LENDERS:** This form is intended as a sample only. Lenders may elect to use this checklist if they find it helpful in compiling the endorsement submission, which is required within 30 days of completion of the construction.

**BORROWER(S):** \_\_\_\_\_ **Case #** \_\_\_\_\_

ITEM	INCLUDED
<b>ALL NEW CONSTRUCTION/REHAB LOANS:</b>	
Post Endorsement Submission Checklist	
Final Release Notice (prepared for HUD's signature)	
Draw Requests (all draws including final)	
Compliance Inspection Reports, Form HUD 92051 (one for each draws)	
Final Inspection/Re-certification of Value by Appraiser of the completed property with photos	
Warranty of Substantial Completion (Form HUD 92544)	
Mortgagor's Letter of Completion	
Certificate of Occupancy (if issued by local authority)	
Local Health Authority Approvals for well/septic (if part of construction)	
Contingency Release Notice (if applicable)	
Mortgagee Assurance of Completion along with escrow evidence/ (needed if small item still not completed at time of final release)	

**SECTION 184 INDIAN LOAN GUARANTEE PROGRAM  
UNDERWRITING - FIRM COMMITMENT - SUBMISSION CHECKLIST  
INDIVIDUAL BORROWERS - PURCHASE TRANSACTIONS**

BORROWER(S): \_\_\_\_\_ Case # \_\_\_\_\_

ITEM	INCLUDED
Lender Submission Contact Sheet	
Case Number Request Form	
Mortgage Credit Analysis Worksheet (Form HUD 53036)	
Good Faith Estimate (Original and all re-disclosures)	
Uniform Residential Loan Application/Addendum A (initial signed)	
Uniform Residential Loan Application/Addendum A (final/unsigned)	
Land Status and Jurisdiction Form	
Sales Contract	
Appraisal Report	
Borrower Native American ID and Social Security Evidence	
Credit Report	
Letters of Explanation on Derogatory Credit	
W-2s (2 years) and Paystubs (covering the most recent 30 days) and Verifications of Employment	
IRS Tax Transcripts for 2 years	
Federal Income Tax Returns with all schedules (as applicable)	
Form 4506-T Request for Transcript of Tax Return	
Gift Letter or other documentation on source of funds if other than on deposit	
Bank Statement(s)/ Verification of Deposit	
24 Month Verification of Prior Payment History (rental or mortgage)	
CAIVRS	
LDP/GSA (print outs for all parties)	
Home Inspection Form	
Lead Based Paint Addendum (if appropriate)	
Flood Certificate	
Environmental Review	
Termite Inspection Report (if required in the Jurisdiction)	
Well Water Inspection and Septic Inspection if applicable	
Homeowners Insurance Policy	
<b>Preliminary HUD-1 with all lender and closing agent costs</b>	
<b>FEE SIMPLE LAND</b>	
Preliminary Title Report	
<b>TRIBAL TRUST LAND</b>	
Title Status Report (with Recorded Lease)	
Leasehold Instrument (with all signatures as required)	
Environmental Review (required for Tribal Trust and Allotted Trust properties)	
<b>INDIVIDUAL ALLOTTED TRUST LAND (NO Lease)</b>	
Title Status Report (including consent to mortgage from all owners if fractionated)	
BIA Approval of Mortgage prior to closing	
<b>INDIVIDUAL ALLOTTED TRUST LAND (With Lease)</b>	
Title Status Report (with recorded lease)	
Leasehold Instrument (with all signatures as required)	

**UNDERWRITING SUBMISSION CHECKLIST- "Streamline" Refinances – with or without  
an Appraisal  
QUALIFYING CREDIT OR NON-QUALIFYING CREDIT**

**BORROWER(S):** \_\_\_\_\_ **Case #** \_\_\_\_\_

ITEM	INCLUDED
Lender Submission Contact Sheet	
Firm Commitment Submission Checklist	
Case Number Request Form	
Mortgage Credit Analysis Worksheet	
Maximum Mortgage Worksheet for Refinances	
Good Faith Estimate (Original and all re-disclosures)	
Uniform Residential Loan Application/Addendum A (initial signed)	
Uniform Residential Loan Application/Addendum A (final/unsigned)	
Land Status and Jurisdiction Form	
Evidence of Current Mortgage Guaranteed under Section 184 Program and Case Number	
Verification of Mortgage(s) or Mortgage only credit report showing payment history	
Payoff Statement(s)	
Subordination / Tribal Agreement	
Appraisal Report (URAR Form 92800) (with Appraisal)	
Final Inspection (if required by appraiser)	
Evidence of Native American Enrollment and Social Security Number	
Credit Report (Credit Qualifying)	
Letters of Explanation on Derogatory Credit (Credit Qualifying)	
Verification of Employment, Pay Stubs, W-2 Forms/ 1009 Forms (VOE only for Non-Credit Qualifying)	
Federal Income Tax Returns with all schedules (if applicable)	
IRS Tax Transcripts for 2 years	
Form 4506-T Request for Transcript of Tax Return	
Verification of Deposit / Bank Statements (if cash to close exceeds \$1,000)	
CAIVRS	
LDP/GSA – EPLS (print outs for all parties)	
Flood Certificate	
Termite Inspection Report (if required by appraiser)	
Well & Septic Inspection (if required by appraiser)	
Homeowners Insurance Certificate	
<b>Preliminary HUD-1 with all lender and closing agent costs</b>	
<b>FEE SIMPLE LAND</b>	
Preliminary Title Report	
<b>TRIBAL TRUST LAND</b>	
Current Title Status Report (with recorded lease) and Lessor Approval to Refinance	
Leasehold Instrument (with all signatures as required)	
<b>INDIVIDUAL ALLOTTED TRUST LAND (No Lease)</b>	
Current Title Status Report (including consent to mortgage from all owners if fractionated)	

**SECTION 184 INDIAN LOAN GUARANTEE PROGRAM**

**UNDERWRITING SUBMISSION CHECKLIST – Cash Out or No Cash Out Refinances**

**BORROWER(S):** \_\_\_\_\_ **Case #** \_\_\_\_\_

ITEM	INCLUDED
Lender Submission Contact Sheet	
Firm Commitment Submission Checklist	
Case Number Request Form	
Mortgage Credit Analysis Worksheet	
Maximum Mortgage Worksheet for Refinances	
Good Faith Estimate (Original and all re-disclosures)	
Uniform Residential Loan Application/Addendum A (initial signed)	
Uniform Residential Loan Application/Addendum A (final/unsigned)	
Land Status and Jurisdiction Form	
Copy of HUD-1 to verify Original Sales Price (if applicable)	
Payoff Statement(s)	
Subordination / Tribal Agreement	
Detailed Explanation Letter from Borrower regarding Use of Cash Proceeds (Cash-Out Refinance)	
Appraisal Report (URAR Form 92800)	
Final Inspection (if required by appraiser)	
Evidence of Native American Enrollment and Social Security Number	
Credit Report	
Letters of Explanation on Derogatory Credit	
Verification of Employment, Pay Stubs, W-2 Forms/ 1009 Forms and 2 years IRS Tax Transcripts	
Federal Income Tax Returns with all schedules (if applicable)	
Form 4506-T Request for Transcript of Tax Return	
Verification of Deposit / Bank Statements	
24 Month Verification of Mortgage or Rental Payments	
CAIVRS	
LDP/GSA- EPLS (print outs for all parties)	
Flood Certificate	
Termite Inspection Report (if required by appraiser)	
Well & Septic Inspection (if required by appraiser)	
Homeowners Insurance	
<b>Preliminary HUD-1 with all lender and closing agent costs</b>	
<b>FEE SIMPLE LAND</b>	
Preliminary Title Report	
<b>TRIBAL TRUST LAND</b>	
Current Title Status Report (with recorded lease) and Lessor Approval to Refinance	
Leasehold Instrument (with all signatures as required)	
Environmental Review (required for Tribal Trust and Allotted Trust properties)	
<b>INDIVIDUAL ALLOTTED TRUST LAND (No Lease)</b>	
Current Title Status Report (including consent to mortgage from all owners if fractionated)	
<b>INDIVIDUAL ALLOTTED TRUST LAND (With Lease)</b>	
Current Title Status Report (with recorded lease)	
Leasehold Instrument (with all signatures as required)	

**SECTION 184 INDIAN LOAN GUARANTEE PROGRAM**

**ENDORSEMENT SUBMISSION**

↓ **NOTE: Send ONLY REQUIRED CLOSING DOCUMENTS**  
 ↓ for all **HUD UNDERWRITTEN FILES**

**&**

**DG Firm/Endorsement CASE BINDER ASSEMBLY**

The table below describes the submission order of DG case binder loan files for endorsement review

TWO HOLE PUNCH AND FASTEN ALL DOCUMENTS IN THE FILE

Left Side of Binder	Right Side of Binder
Purchase Contract (if applicable), with all accompanying documents <ul style="list-style-type: none"> <li>• Amendatory Clause executed by all parties</li> <li>• Real Estate Certification executed by all parties</li> <li>• All other contract addenda</li> </ul> Form HUD-92300, <i>Mortgage Assurance of Completion</i>	↓ <b>Lender Submission Contact Sheet</b> ↓ <b>Firm Commitment</b> ↓ <b>Case Number Request Form</b> ↓ <b>Pay.Gov Transmittal Confirmation</b>
Comprehensive Valuation Package (CVP): <ul style="list-style-type: none"> <li>• Fannie Mae form 1004, <i>Uniform Residential Appraisal Report (URAR)</i></li> <li>• Location map, and photographs of properties, building sketch VA CRV-VA-26-1841 and MCRV-VA-26-1843a, including all attachments and endorsements, if applicable</li> <li>• Land Status and Jurisdiction Form</li> <li>• Form HUD-92051, <i>Compliance Inspection Report</i>, or other applicable documentation, and</li> <li>• Evidence of satisfaction of valuation conditions, if applicable.</li> </ul>	Request for Late Endorsement, if applicable. <ul style="list-style-type: none"> <li>↓ <b>Note:</b> The request must be in compliance with Section 184 Program Guidelines Chapter 6-6C.</li> <li>↓ <b><u>FINAL Mortgage Credit Analysis Worksheet (MCAW)</u></b></li> <li>• <b>Maximum Mortgage Worksheet (Refinance)</b></li> <li>• Attachments, memos and clarifications, if applicable</li> <li>• Copy of the <u>Certified True NOTE</u> and all applicable <b>RIDERS</b></li> <li>• Copy of the Certified True <u>Security instrument/Mortgage/Deed of Trust</u> with all applicable riders</li> </ul>
<ul style="list-style-type: none"> <li>• Form NPMA 33, <b><i>Wood Destroying Insect Infestation Report</i></b>, or</li> <li>• State mandated infestation report, if applicable</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Section 184 applicable rider</b></li> </ul>
Local Health Authority's Approval for individual water and sewer systems, if applicable	

Left Side of Binder	Right Side of Binder
<p><b>FEE SIMPLE LAND</b></p> <ul style="list-style-type: none"> <li>✚ Preliminary Title report</li> </ul> <p><b>TRIBAL TRUST LAND</b></p> <ul style="list-style-type: none"> <li>✚ Final Title Status Report and BIA approved mortgage Instrument/Riders (within one year of the loan closing to include the recorded lease to include the consent to mortgage from all owners if fractionated) and Leaser Approval to Refinance</li> </ul> <p><b>INDIVIDUAL ALLOTTED TRUST LAND (No Lease)</b></p> <ul style="list-style-type: none"> <li>✚ Final Title Status Report and BIA approved mortgage Instrument/Riders (current within six months of the loan closing to include the recorded lease and the consent to mortgage from all owners, if fractionated)</li> </ul> <p><b>INDIVIDUAL ALLOTTED TRUST LAND (With Lease)</b></p> <ul style="list-style-type: none"> <li>✚ Final Title Status Report and BIA approved mortgage Instrument/Riders (current within six months of the loan closing to include the recorded lease and the consent to mortgage from all owners if fractionated Leasehold instrument (with all signatures as required)</li> <li>✚ Certified true copy of the current lease with all signatures.</li> <li>✚ Flood Certification</li> <li>✚ Homeowner's Insurance</li> </ul>	<ul style="list-style-type: none"> <li>✚ Form HUD-1<sup>®</sup>, Settlement Statement with <b>ALL signatures</b></li> <li>✚ HUD-1 Addendum</li> <li>✚ FINAL Good Faith Estimate<sup>®</sup> (GFE)</li> <li>✚ FINAL Truth in Lending Disclosure</li> </ul> <p><b>Note:</b> Only include the <b>FINAL GFE</b> in the case binder to be reviewed by the Office of Native American Program staff.</p> <ul style="list-style-type: none"> <li>✚ Initial and Final Fannie Mae Form <b>FINAL 1003<sup>®</sup></b>, <b>Uniform Residential Loan Application (URLA)</b>, and</li> <li>✚ Form <b>HUD-92900-A</b>, HUD/VA Addendum to the Application.</li> </ul> <p><b>Evidence of the following documents, if applicable</b></p> <ul style="list-style-type: none"> <li>• Evidence of Native American Enrollment / Tribal Identification Card</li> <li>• Social Security Number (SSN) (such as a printed pay stub, W-2, 1099, Social Security card, Medicare card, etc), or</li> <li>• Tax Identification Number (TIN) for non-profit borrowers.</li> <li>• Photo Identification (driver's license/passport)</li> <li>• CAIVRS, LDP/GSA-EPLS (print outs)</li> </ul> <p><b>Credit and Capacity Documentation</b></p> <ul style="list-style-type: none"> <li>• Credit Report and all supporting documents.</li> <li>• Verification of Mortgage</li> <li>• Divorce Decree/Separation Agreement</li> <li>• Child Support Documentation</li> <li>• Student Loan Verification</li> <li>• Payoff Statement</li> <li>• Subordination / Tribal Agreement</li> <li>• Verification of Deposit documentation (including gift letters and relevant documents i.e. bank statements)</li> <li>• Written or Verbal Verification Of Income documentation</li> <li>• Paystubs, W2's, Tax Return, per Capita documentation, Tax Form 4506-T etc.</li> </ul>
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>✚ SEND ONLY THE REQUIRED DOCUMENTS WHEN SUBMITTING THE CLOSING PACKAGE FOR ALL HUD UNDERWRITTEN FILES.</b></p> </div>	