

Form	Existing Language	Proposed Language
92900-A Pg. 1	<p><b>Part II Lender's Certification</b></p> <p>21. The undersigned lender makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. Code, or to induce the Department of Housing and Urban Development - Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.</p> <p>A. The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.</p> <p>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.</p> <p>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.</p>	<p>21. The undersigned lender/<b>mortgagee</b> makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. Code, or to induce the Department of Housing and Urban Development - Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act. <b>To the best of the Mortgagee's knowledge, this mortgage materially complies with FHA's requirements for mortgage endorsement.</b></p> <p>A. The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.</p> <p>B. The information contained in the <b>initial</b> Uniform Residential Loan Application and this Addendum was obtained from the Borrower by an employee of the undersigned lender/<b>mortgagee</b> or its duly authorized agent and <b>to the best of the lender/mortgagee's knowledge</b> is true <del>to the best of the lender's knowledge and belief.</del>, <b>complete and accurate as of the date the Borrower provided the information to the undersigned lender or its duly authorized agent.</b></p> <p><b>The information contained in the final</b> Uniform Residential Loan Application, which was signed by the Borrower at the time of settlement, was obtained by an employee of the undersigned lender/<b>mortgagee</b> or its duly authorized agent is true, complete and accurate as of the date verified by the lender/<b>mortgagee</b>, <b>to the best of the lender/mortgagee's knowledge.</b></p> <p>C. The credit report submitted on the subject Borrower (and Co-Borrower, if any) was ordered by the undersigned lender/<b>mortgagee</b> or its duly authorized agent from the credit <del>bureau</del> <b>agency</b> which prepared the report and was received directly from said credit <del>bureau</del> <b>agency.</b></p>

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 of 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, forgery, 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

D. The verification of employment and verification of deposits were requested and received by the lender/mortgagee or its duly authorized agent without passing through the hands of any third persons Interested Third Party and are true to the best of the lender/mortgagee's knowledge.

~~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 of 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, forgery, 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.~~

**E. (1) To the best of my knowledge, neither I nor any parties to this transaction are suspended, debarred, under**

	<p>(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.</p>	<p>a limited denial of participation, or otherwise restricted under 2 CFR part 2424, or under similar procedures of any other federal agency.</p> <p>(2) To the best of my knowledge, the mortgagee involved in this transaction is not suspended, debarred, under a limited denial of participation, or otherwise restricted under 2 CFR part 2424 or 24 CFR part 25, or under similar procedures of any other federal agency.</p>
<p>92900-A Pg. 2</p>	<p><b>25. I, the Undersigned Borrower(s) Certify that:</b></p> <p><b>(1)</b> I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.</p> <p><b>(2) Occupancy:</b> ( for VA only -- mark the applicable box)</p> <p><b>(a)</b> I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.</p> <p><b>(b)</b> My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.</p> <p><b>(c)</b> I previously occupied the property securing this loan as my home. (for interest rate reductions)</p> <p><b>(d)</b> While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)</p> <p><b>Note:</b> If box <b>2b</b> or <b>2d</b> is checked, the veteran's spouse must also sign below</p>	<p><b>25. I, the Undersigned Borrower(s) Certify that:</b></p> <p><b>(1)</b> I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.</p> <p><b>(2) Occupancy: HUD Only</b> I, the Borrower or Co-Borrower will occupy the property within 60 days of signing the security instrument, and intend to continue occupancy for at least one year.</p> <p>I do not intend to occupy the property as my primary residence.</p> <p><b>Occupancy: VA Only</b></p> <p><b>(a)</b> I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or .improvements.</p> <p><b>(b)</b> My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.</p> <p><b>(c)</b> I previously occupied the property securing this loan as my home. (for interest rate reductions loans)</p> <p><b>(d)</b> While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)</p> <p><b>(e)</b> The veteran is on active military duty and in his or her absence, I</p>

		<p>certify that a dependent child of the veteran occupies or will occupy the property securing this loan as their home.  NOTE: this requires that the veteran's attorney-in-fact or legal guardian of the dependent child to sign the borrower's certification below.</p> <p>(f)  While the veteran was on active military duty and unable to occupy the property securing this loan, the property was occupied by the veteran's dependent child as his or her home (for interest rate reduction loans). Note: This requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign the Borrower's Certification below.</p>
92900-A Pg. 2	(4)Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by 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 related 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.	(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I and anyone acting on my behalf are, and will remain, in compliance with the Fair Housing Act, 42 U.S.C. 3604, et seq with respect to the dwelling or property covered by the loan and in the provision of services or facilities in connection therewith. I recognize that any restrictive covenant on this property related to race, color, religion, sex, disability, familial status, national origin, marital status, age, or source of income is illegal and void. I further recognize that in addition to administrative action by HUD, a civil action may be brought by the Attorney General of the United States in any appropriate U.S. court against any person responsible for a violation of the applicable law.
92900-A Pg. 3	<b>Approved:</b> Approved subject to the additional conditions stated below, if any. Date Mortgage Approved Date Approval Expires <b>Modified &amp;</b> Loan Amount (include UFMP) Term of Monthly Premium \$ months <b>as follows:</b> <b>Additional Conditions:</b> If this is proposed construction, the builder has certified compliance with HUD requirements on form HUD-92541. If this is new construction, the lender certifies that the property is 100% complete (both on site and off site improvements) and the	<del>If this is proposed construction, the builder has certified compliance with HUD requirements on form HUD-92541.</del> <del>If this is new construction, the lender certifies that the property is 100% complete (both on site and off site improvements) and the property meets HUD's minimum property standards and local building codes. Form HUD-92544, Builder's Warranty is required.</del> <del>The property has a 10-year warranty.</del> <del>Owner-Occupancy Not required (item (b) of the Borrower's Certificate does not apply).</del>

	<p>property meets HUD's minimum property standards and local building codes.  Form HUD-92544, Builder's Warranty is required.  The property has a 10-year warranty.  Owner-Occupancy <b>Not</b> required ( item (b) of the Borrower's Certificate does not apply).  The mortgage is a high loan-to-value ratio for non-occupant mortgagor in military.  Other: (specify)</p>	<p><del>The mortgage is a high loan-to-value ratio for non-occupant mortgagor in military.</del>  <del>Other: (specify)</del></p> <p>All conditions of Approval have been satisfied.</p>
92900-A Pg. 3	<p>This mortgage was rated as an “accept” or "approve" by FHA's Total Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies to the integrity of the data supplied by the lender used to determine the quality of the loan, that a Direct Endorsement Underwriter reviewed the appraisal (if applicable) and further certifies that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4</p>	<p>This mortgage was rated as an “accept” or “approve” by FHA's Total Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies to the integrity of the data supplied by the mortgagee used to determine the quality of the loan, that a Direct Endorsement Underwriter reviewed the appraisal (if applicable), and further certifies that <b>to the best of my knowledge, this mortgage materially complies with FHA’s requirements for mortgage endorsement</b> and that this mortgage is eligible for <del>HUD</del> <b>FHA</b> mortgage insurance under the Direct Endorsement program.</p>
92900-A Pg. 3	<p>This mortgage was rated as a “refer” by a FHA's Total Mortgage Scorecard, and/or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement underwriter certifies that I have personally reviewed the appraisal report (if applicable), credit application, and all associated documents and have used due diligence in underwriting this mortgage. I find that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program and I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4</p>	<p>This mortgage was rated as a “refer” by a FHA's Total Mortgage Scorecard, and/or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement underwriter certifies that I have personally reviewed the appraisal report (if applicable), credit application, and all associated documents and have used due diligence in underwriting this mortgage. <del>I find that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program and I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4.</del> <b>I certify that this mortgage materially complies with FHA’s requirements and find that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program.</b></p>
92900-A Pg. 3	<p>The Mortgagee, its owners, officers, employees or directors [box] do [box] do not have a financial interest in or a relationship, by affiliation or ownership, with the builder or seller involved in this transaction.</p>	<p><b>To the best of my knowledge, <del>T</del>the Mortgagee, its owners, officers, employees or directors [box] do [box] do not have a financial interest in or a relationship, by affiliation or ownership, with the builder or seller involved in this transaction.</b></p>
92900-A Pg. 4	<p><b>Borrower’s Certificate</b></p>	<p><b>Borrower’s Certificateion</b></p>

	<p>The undersigned certifies that:</p> <p>(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 Commissioner;</p> <p>(b)One of the undersigned intends to occupy the subject property, (note: this item does not apply if owner-occupancy is not required by the commitment);</p> <p>(c) All charges and fees collected from me as shown in the settlement statement have been paid by my own funds, and no other charges have been or will be paid by me in respect to this transaction;</p> <p>(d)Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny the dwelling or property covered by 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.</p>	<p>The undersigned certifies that:</p> <p>(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 Commissioner;</p> <p>(b)One of the undersigned intends to occupy the subject property; (note: this item does not apply if owner-occupancy is not required by the commitment);</p> <p>(c) All charges and fees collected from me as shown in the settlement statement have been paid by my own funds, <b>gift funds, or acceptable Down Payment Assistance program funds,</b> and no other charges have been or will be paid by me in respect to this transaction;</p> <p><del>(d)Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny the dwelling or property covered by 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.</del></p>
<p>92900-A Pg. 4</p>	<p><b>Lender's Certificate:</b></p> <p>The undersigned certifies that to the best of its knowledge:</p> <p>(a) The statements made in its application for insurance and in this Certificate are true and correct;</p>	<p><del><b>Lender's Certificate:</b></del> <b>Mortgagee's Certification:</b></p> <p>The undersigned certifies that to the best of its knowledge:</p> <p>(a) <b>The loan terms, loan type, property address, Borrower information including names, social security number, credit scores, marital status, employment status, and Borrower</b></p>

<p>(b) The conditions listed above or appearing in any outstanding commitment issued under the above case number have been fulfilled;</p> <p>(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;</p> <p>(d) The security instrument has been recorded and is a good and valid first lien on the property described;</p> <p>(e) No charge has been made to or paid by the Borrower except as permitted under HUD regulations;</p> <p>(f) The copies of the credit and security instruments which are submitted herewith are true and exact copies as executed and filed for record;</p> <p>(g) It 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.</p> <p>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. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4.</p>	<p><b>occupancy status</b>, in its application for insurance and in this Certificate are true and correct;</p> <p>(b) All loan approval conditions appearing in any outstanding commitment issued under the above case number have been fulfilled;</p> <p>(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;</p> <p>(d) The security instrument has been recorded and is a good and valid first lien on the property described;</p> <p>(e) No charge has been made to, or paid by the Borrower, except as permitted under HUD regulations;</p> <p>(f) The copies of the credit and security instruments which are submitted herewith are true and exact copies as executed and filed for record;</p> <p>(g) It 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.</p> <p>I, the undersigned, as authorized representative of; <b>the mortgagee at this time of closing of this mortgage loan</b>, certify that I have personally reviewed the mortgage loan documents, closing statements, application for insurance endorsement, and all accompanying documents. <del>I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4.</del> <b>I certify to the best of my knowledge, this mortgage materially complies with FHA's requirements and find that this mortgage is eligible for FHA mortgage insurance under the Direct Endorsement program.</b></p>
--	---