

Part I – Identifying Information

3. Borrower's Name & Present Address (Include zip code)	1. Section 184A Case No.		2. Lender's Loan No.	
	4. Loan Amount (include financed guarantee fee) \$		5. Interest Rate %	6. Proposed Maturity
7. Property Address (including name of subdivision, lot & block no. & zip code)	8. Lender's I.D. Code		9. Sponsor / Agent I.D. Code	
11. Lender's Name & Address (include zip code)			10. Name & Address of Sponsor / Agent	
Type or Print all entries clearly			12. Lender's Telephone Number	
13. First Time Homebuyer? ☐ Yes ☐ No	14. Purpose of Loan 1) ☐ Purchase Existing Home Previously Occupied 2) ☐ Purchase / Rehabilitation of Existing Property 3) ☐ Rehabilitation of Existing Property 4) ☐ Purchase Existing Home Not Previously Occupied – New, Less than 1-year old 5) ☐ Single Close Proposed New Construction 6) ☐ Credit Qualifying No Cash-out Refinance 7) ☐ Credit Qualifying Cash-out Refinance 8) ☐ Credit Qualifying Refinance with construction escrow 9) ☐ Streamline Refinance with Appraisal 10) ☐ Streamline Refinance without Appraisal 11) ☐ Refinance New – Less than 1-year old			

Part II - Lender's Certification

15. The undersigned lender makes the following certifications to allow issuance of a firm commitment for a loan guarantee under the Housing and Community Development Act of 1992.

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; (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; and (5) is in compliance with Executive Orders 11063 and 12892 (27 FR 11527 and 59 FR 2939) and HUD's Equal Access Rule by complying with HUD regulations at 24 CFR parts 107 and 121, **except as authorized under Federal law**, and with 24 CFR 5.105(a)(2), respectively.

Part III - Lender Requirements for Properties located in the Waikoloa Maneuver Area Formerly Used Defense Site

The lender must ensure the following requirements are met for properties located within the Waikoloa Maneuver Area Formerly Used Defense Site (WMA-FUDS) on the island of Hawaii. These requirements are in effect until a site closure letter or comparable document is issued by the State of Hawaii's Department of Health (HDOH) declaring the area, or specific properties, safe for residential use.

New ground-disturbing activities will not be allowed until a site closure letter is issued, except in an imminent emergency situation with certain conditions. Work to avoid an imminent emergency is permitted in the WMA-FUDS if it is done in accordance with any HDOH requirements as well as the following:

- Any surface or subsurface activity must include notification, in advance of the planned activity, of the U.S. Army Corps of Engineers (USACE) Honolulu District Office, HDOH, and the respective HUD program office;
- Any surface or subsurface activity must be done with qualified unexploded ordnance (UXO) personnel and equipment in accordance with Department of Defense Explosive Safety Board Technical Paper 18; and
- If subsurface activity is planned, provisions must be made to detect and remove UXO at a depth of at least 12" greater than the planned depth of excavation.

New non-ground disturbing activities will be allowed with certain conditions in project sites where the USACE has removed UXO from the surface and/or the land surface is covered with permanent impervious surfaces such as buildings and roads. Conditions include:

- Notice to lessee, purchaser, or recipient that the property is in the WMA-FUDS prior to lease signing, closing on purchase, or commencing rehabilitation;
- New title transfers must include deed notice of property location in WMA-FUDS and deed restrictions on disturbing covered surfaces until a site closure letter is issued; and
- Ensure written public education materials are provided, and community-wide public education programs are utilized.

New non-ground disturbing activities will not be allowed in project sites where USACE has not removed UXO from the surface or the land surface is not covered, until a site closure letter is issued.

The lender must ensure that notice and public education materials are provided to land owners and residents of existing HUD-assisted properties located within the WMA-FUDS. All proposed new activities on these sites must comply with the above requirements.

The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of its agents associated with Parts II and III, as described above.

Signature of Officer of Lender	Title of Officer of Lender	Date (mm/dd/yyyy)
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Part IV - 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, 42 U.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.

Part V - 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 (mm/dd/yyyy)

Signature(s) of Co-Borrower(s)

Date Signed
(mm/dd/yyyy)

Part VI – Borrower Certification

16a. 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 184A 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 value established on 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 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 guaranteed under Section 184A of the Housing and Community Development Act of 1992 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 (mm/dd/yyyy)

Signature(s) of Co-Borrower(s)

Date Signed
(mm/dd/yyyy)

Section 184A Addendum to Uniform Residential Loan Application

OMB Approval No.
(exp.)

(Borrowers Must Sign Both Parts V & VI) 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) One of the undersigned intends to occupy the subject property for the term of the Section 184A 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.

Borrower(s) Name

Signature of Borrower(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

Form HUD-50111-A
(date)

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(exp.)

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 guarantee endorsement, and all accompanying documents.

Lender's Name

Title of Lender's Officer

Signature of Lender's Officer

Date

Privacy Act Statement. This statement is provided pursuant to the Privacy Act of 1974, 5 USC § 552a. The authority for collecting personally identifiable information (PII) in the Regulatory Consistency Communication Board (RCCB) Electronic Feedback Form is based in Section 313 of Public Law 112-95.

Public reporting burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gather and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required in order for an eligible homebuyer to obtain a benefit and for HUD to administer the Loan Guarantee Program for low-income Native Americans, Alaska Natives, and native Hawaiians (24 CFR Parts 1000 and 6000). The requested information is necessary to determine the income and credit worthiness of low income homebuyers. If HUD did not collect this information, it would prevent HUD from guaranteeing mortgages to eligible homebuyers. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.
