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## Appendix 13 Cost Certification

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### 13A Specimen Letter - Agreement Authorization Reopening of Mortgage Transaction

*(Insert Date)*

*(Insert Mortgagee's Name and Address)*

*(Insert Project Number)*

Madam/Gentlemen:

We have favorably considered your request to reopen this mortgage transaction to increase the maximum insurable mortgage amount. An increase of \$\_\_\_\_\_ is approved making the new maximum mortgage amount \$\_\_\_\_\_. This increase will be insured pursuant to Section \_\_\_\_\_ of the National Housing Act, and Regulations under applicable to the original mortgage, provided all legal instruments are modified in a manner satisfactory to the HUD closing attorney assigned to the case. It is understood that no portion of this increase will become available before final closing.

*(Insert the amount of additional fees required and the time of payment thereof in accordance with appropriate Regulations.)*

Please signify your acceptance of this agreement to modify by signing all five (5) copies of this letter and returning the originals (and electronic version of the originally signed letter) of them promptly to *(Insert name and address of the Regional Director or Satellite Office Director of the Office of Multifamily Housing Production)*.

Sincerely,

Accepted HUD By: \_\_\_\_\_

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

Title \_\_\_\_\_

Accepted Mortgagee By: \_\_\_\_\_

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

Title \_\_\_\_\_

**13B Agreement Authorizing Deferment of Principal Payments for Level Annuity Monthly Payment**

*(Insert Date)*

*(Insert Mortgagee's Name and Address)*

*(Insert Project Number)*

Madam/Gentlemen:

This letter will serve as our approval of the request for a (further\*) stay in the commencement of principal payments on the mortgage covering the subject project. In this connection, the following stipulations are pertinent:

1. It is agreed that principal payments shall be (further\*) deferred for the period beginning \_\_\_\_\_ to \_\_\_\_\_.
2. The Level Annuity Monthly Payment (Principal and Interest) required to amortize the amount of \$\_\_\_\_\_ at \_\_\_\_\_% in \_\_\_\_\_ payments from \_\_\_\_\_ through \_\_\_\_\_ is \$\_\_\_\_\_.

These changes will not affect the eligibility of the mortgage for insurance under the provisions of Section \_\_\_\_\_ of the National Housing Act, as amended, and applicable FHA regulations, provided that before final endorsement of the Mortgage Note, the Building Loan Agreement, the Construction Contract and the mortgage instruments are all modified in a manner satisfactory to the Department of Housing and Urban Development's closing attorney assigned to the case.

In the event of a subsequent claim against the mortgage insurance, insurance benefits will be computed on the basis of the date of default as determined under the terms of the modified mortgage. For the purpose of determining such date, all funds collected during the period of the modification agreement and before your election to claim mortgage insurance benefits will be applied to full monthly installments in the order in which they fall due under the mortgage as modified. The date of default will be the due date of the first installment not fully paid when the funds are so applied.

**\* Insert when applicable.**

Evidence your acceptance of this agreement to modify by signing all five (5) copies of this letter in the space provided and returning original (and electronic version of the originally signed letter) of them to (Insert name and address of the Regional Director or Satellite Office Director of the Office of Multifamily Housing Production).

Sincerely,

Accepted HUD By: \_\_\_\_\_

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

Title \_\_\_\_\_

Accepted Mortgagee By: \_\_\_\_\_

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

Title \_\_\_\_\_