

**Mortgagee's Certification
Regarding: Electronic
Submission of Documents for
Application for Full Insurance
Benefits – Assignment of
Mortgage**

**U.S. Department of Housing
and Urban Development**

Federal Housing Commissioner

To: United States Secretary of Housing and Urban Development ("HUD")	Project Name: [Project Name]
	FHA Project Number: [Project No.]

The above referenced project (the "Project") was assigned to HUD under a claim of monetary default on _____. The Project was financed with the proceeds of a mortgage loan (the "Loan") from the undersigned mortgagee (the "Mortgagee") to _____, which Loan was insured by HUD under Section _____, [pursuant to Section _____] of the National Housing Act, as amended, in accordance with that certain "Firm Commitment" issued by HUD. This MORTGAGEE'S CERTIFICATION REGARDING: ELECTRONIC SUBMISSION OF DOCUMENTS FOR APPLICATION FOR FULL INSURANCE BENEFITS – ASSIGNMENT OF MORTGAGE is given in order to induce HUD to provide legal clearance with respect to the claim and assignment to HUD by ensuring HUD's receipt of legally compliant documents, both in form and substance.

The undersigned hereby certifies as follows:

The Mortgagee and Mortgagee's Counsel hereby certify that (i) it will provide (or cause to be provided) to an address identified by HUD counsel the originals¹ (including wet ink signatures when applicable), or recording official-certified copies (when applicable), of all the documents and instruments required in LEGAL INSTRUCTIONS CONCERNING APPLICATIONS FOR FULL INSURANCE BENEFITS – ASSIGNMENT OF MULTIFAMILY AND HEALTHCARE MORTGAGES TO THE SECRETARY (HUD form 2510) (the "LEGAL INSTRUCTIONS") Part B no later than 34 business days after HUD counsel submits a written request for the documents (including via email) to Mortgagee and/or Mortgagee's Counsel, and (ii) the documents delivered to an address identified by HUD counsel will be identical to the electronic versions accepted by HUD in connection with review of the application for insurance benefits and organized in a manner consistent with the attached Appendix A-2.

Furthermore, the undersigned further certifies that all documents submitted to HUD in connection with this submission conform to those documents Mortgagee obtained from HUD and such documents have not been changed or modified in any manner except as specifically identified and approved by HUD as evidenced by the attached Appendix A-1. It is understood that changes and modifications to which this paragraph speaks do not include filling in blanks, attaching exhibits or riders, deleting bracketed provisions as contemplated by the terms of the documents, or making changes authorized by the Legal Instructions or HUD counsel. The undersigned further certifies that the document attached hereto and incorporated herein as Appendix A-2 is a completed checklist identifying the required documents and the

¹ Photocopies or duplicates of original documents do not satisfy the requirement to provide HUD with original documents if they are not certified in accordance with the requirements of recorder's office in the project's jurisdiction and approved of by HUD counsel.

form of submission of each document. **By executing this Certification, Mortgagee and Mortgagee's Counsel certify that the required documents are in the physical custody (as applicable to the Project) of the Mortgagee's Counsel, in original or recording official-certified form as required by the Legal Instructions, and will be submitted in full compliance with the terms of this Certification.**

The undersigned further certifies that Mortgagee and/or Mortgagee's Counsel will maintain custody of all original instruments and recording official-certified copies (when applicable), related to the claim and assignment of mortgage, until HUD counsel submits a written request for these documents.

If these documents are not sent to an address identified by HUD counsel within 3+ business days of HUD counsel's request, HUD may pursue legal remedies, which can include, amongst other things, adjustments to the claim payment and/ or referral of the matter to the Mortgagee Review Board for administrative action, and/or civil monetary penalties (see 24 CFR Section 25.6 and 24 CFR Section 30.35).

Effective as of _____.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).

MORTGAGEE:

[MORTGAGEE NAME],

By:

Name: _____
Title: _____

MORTGAGEE'S COUNSEL:

[FIRM NAME]

By:

Name: _____
Title: _____

Appendix A-1

Instructions: Please identify and list all documents provided by HUD for submission under the Legal Instructions where Mortgagee and/or Mortgagee's Counsel changed or modified the documents in any manner except as specifically identified and approved by HUD. It is understood that changes and modifications do not include filling in blanks, attaching exhibits or riders, deleting bracketed provisions as contemplated by the terms of the documents, or making changes authorized by the Legal Instructions or HUD counsel.

Appendix A-2

HUD Insurance Claim Checklist

U.S. Department of Housing and Urban Development

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).

Project Name:
Project Number:
Project Location (City, County, State):
Mortgage Insured Under Section:
Date of Final Endorsement:
Date of Execution of the Assignment:
Date of Recordation of Assignment of Mortgage/Deed of Trust to HUD:
UPB as of the Date of Execution of the Assignment:

SUBMISSION REQUIREMENTS:

Legal Submission Deadline is 45 days after the date of Recordation of Assignment of Mortgage/Deed of Trust to HUD. **This is the deadline for receipt and approval of all legal documents** unless OGC grants a 15-day extension on or before this date. If documents are not acceptable to OGC and no extension has been granted by this date, interest will be curtailed, at HUD's discretion, on claims paid in cash.

Each document should be scanned and uploaded separately and must use a naming convention that includes the exhibit number and name from this checklist. **Example: 2_ Mortgage/Deed of Trust/Security Instrument**

If the document was recorded, submit the original recorded document or a certified copy certified by the recording official. If the document was recorded via electronic filing, submit a certified copy certified by the recording official.

If a document is not applicable to the project, indicate below and provide a cover sheet explaining why the document does not apply.

Example: Tab 4_ Modifications or Amendments to Security Instrument (Not applicable because the security instrument was not amended or modified.)

Please see Legal Instructions for additional requirements.

Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
1. A	Note [B.1.] <i>If the original is unavailable, provide a copy along with an Affidavit of Lost Note and an Indemnification Agreement, which must contain requisite language in Legal Instructions B.1. (see Exhibit D for samples):</i> Affidavit of Lost Note? ___yes ___no Indemnification Agreement? ___yes ___no			*indemnification and lost note affidavit required (see Exhibit D for samples)	
1. B1	Allonge/Endorsement to Mortgage Note–Interim Chain [B.1.] Total number of Allonges/Endorsements prior to HUD Assignment ____ <i>If the original is unavailable, provide a copy along with an Affidavit of Lost Note and an Indemnification Agreement, which must contain requisite language in Legal Instructions B.1. (see Exhibit D for samples):</i> Affidavit of Lost Note? ___yes ___no Indemnification Agreement? ___yes ___no			*indemnification and lost note affidavit required (see Exhibit D for samples)	
1. C2	Allonge/Endorsement to the Secretary [B.1.] <i>Allonge to HUD must contain requisite language in Legal Instruction B.1. (see Exhibit D for a sample).</i>				

2. A	Mortgage [B.2.] <i>If the original or a recorder certified copy of the mortgage is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	
2. B+	Amendments and/or Modifications to the Mortgage [B.2.] Total number of Amendments/Modifications _____ <i>If the original or a recorder certified copy is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	
3	Assignment of Mortgage to the Secretary [A.1. and B.3.] <i>Assignment must contain requisite language in Legal Instruction A.1. (see Exhibit D for a sample)</i> <i>Do not use Form No. 289, Assignment, as the assignment of mortgage.</i>				
4. A	Assignment of Mortgage–Interim Chain [B.4.] Total number of Assignments prior to HUD Assignment _____ <i>If the original or a recorder certified copy is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	

Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
4. B1	Assignment of Rents and Leases to the Secretary [A.1. Footnote 1]			*indemnification required (see Exhibit D for samples)	
4. C2	Assignment of Rents and Leases–Interim Chain [A.1. Footnote 1]			*indemnification required (see Exhibit D for samples)	
5. A	Security Agreement(s)/Chattel Mortgage(s) [A.3. and B.5.] <i>If the original is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	
5. B1	Amendments and/or Modifications to the Security Agreement(s)/Chattel Mortgage(s) [A.3. and B.5.] Total number of Amendments/Modifications ____ <i>If the original is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	

Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
6	Assignment of Security Agreement(s)/Chattel(s) Mortgage(s) to the Secretary [A.3. and B.6.] <i>Must contain requisite language in Legal Instruction B.6. (see Exhibit D for a sample)</i>			*indemnification required (see Exhibit D for samples)	
7	Assignment of Security Agreement(s)/chattel(s) mortgage(s)—Interim Chain [A.3. and B.7.] Total number of Assignments prior to HUD Assignment _____ <i>If the original is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? _____yes_____no			*indemnification required (see Exhibit D for samples)	

Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
8. A	County UCC Filings and Assignment to the Secretary (Mortgagor) [A.2. and B.8] Are UCC Filings Current? _____yes_____no UCC Expiration Date _____ <i>If UCC filings will expire within 6 months after the assignment of mortgage, continuation statements must be prepared and recorded by the mortgagee.</i> <i>If UCC filings have lapsed or were never filed, the mortgagee must record a new UCC-1 and an Indemnification Agreement, which must contain requisite language in B.8. (see Exhibit D for samples):</i> Indemnification Agreement? _____yes_____no <i>Lapsed UCC filings must be provided, to the extent available. If provided, lapsed UCC filings must be clearly identified and clipped or bound separately from current UCC filings.</i> <i>The above must be accomplished within the legal submission deadline or extended deadline.</i>				
	UCC Financing Statement	File Date/ File Number			
	Original UCC-1			*indemnification required (see Exhibit D for samples)	
	UCC-3 Amendment(s) [Insert Reason for UCC-3, e.g., Change in Debtor]			*indemnification required (see Exhibit D for samples)	
	UCC-3 Interim Assignment(s)			*indemnification required (see Exhibit D for samples)	

					samples)	
	UCC-3 Assignment to HUD					
		Due by	File Date/ File Number			
	UCC-3 Continuation(s)				*indemnification required (see Exhibit D for samples)	
	UCC-11 Search <i>Searches performed by title insurance companies or attorneys are not acceptable.</i>					

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Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
8. B+	State UCC Filings and Assignment to the Secretary (Mortgagor) [A.2. and B.8] Are UCC Filings Current? _____yes_____no UCC Expiration Date _____ <i>If UCC filings will expire within 6 months after the assignment of mortgage, continuation statements must be prepared and recorded by the mortgagee.</i> <i>If UCC filings have lapsed or were never filed, the mortgagee must record a new UCC-1 and an Indemnification Agreement, which must contain requisite language in B.8. (see Exhibit D for samples):</i> Indemnification Agreement? _____yes_____no <i>Lapsed UCC filings must be provided, to the extent available. If provided, lapsed UCC filings must be clearly identified and clipped or bound separately from current UCC filings.</i> <i>The above must be accomplished within the legal submission deadline or extended deadline.</i>				
	UCC Financing Statement	File Date/ File Number			
	Original UCC-1			*indemnification required (see Exhibit D for samples)	
	UCC-3 Amendment(s) [Insert Reason for UCC-3, e.g., Change in Debtor]			*indemnification required (see Exhibit D for samples)	
	UCC-3 Interim Assignment(s)			*indemnification required (see Exhibit D for	

					samples)	
	UCC-3 Assignment to HUD					
		Due by	File Date/ File Number			
	UCC-3 Continuation(s)				*indemnification required (see Exhibit D for samples)	
	UCC-11 Search <i>Searches performed by title insurance companies or attorneys are not acceptable.</i>					

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Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A
9	Form No. 289, Assignment [B.9] <i>This instrument is not to be used as the assignment of mortgage and it should not be recorded. See Exhibit B for a copy of this form.</i>				
10. <u>A</u>	Proof of Hazard/Property Insurance [B.10] <i>See Legal Instruction B.10 for a list of acceptable documents and other requirements. A Certificate of Insurance is not acceptable.</i> <i>The hazard insurance must be in effect at least through 11:59pm on the date on which the assignment of mortgage is recorded.</i>				
10. <u>B+</u>	Affidavit affirming Hazard Insurance Policy in force [B.10.] <i>If the mortgagee submits evidence of property insurance or an insurance binder (MBA Commercial Property Form, ACORD 75, ACORD 27, or ACORD 28 or equivalent under State law), the mortgagee must submit an affidavit that contains requisite language in Legal Instructions B.10.</i>				
10. <u>C2</u>	Certificate of Liability Insurance (ACORD 25) [B.10.]				
11	Assignment of Mortgagee's interest in the Hazard Insurance Policy [B.11] <i>Must contain requisite language in Legal Instructions B.11. (See Exhibit D for a sample)</i>				

Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A
12. A	Evidence of Flood Insurance [B.12] Is the project located in a flood zone? yes_____no <i>If all or part of the building(s) included within the project are in a Special Flood Hazard Area (SFHA), acceptable proof of flood insurance coverage is required.</i> A Certificate of Insurance is not acceptable.				
12. B+	Flood Insurance Affidavit [B.12.] <i>If the mortgagee submits evidence of flood insurance, the mortgagee must submit an affidavit that contains requisite language in Legal Instruction B.12.</i>				
13	Assignment of Mortgagee's interest in the Flood insurance policy [B.13] <i>Must contain requisite language in Legal Instruction B.13.</i>				
14	Corporate Resolution [B.14] <i>Must provide appropriate evidence demonstrating the authority of the signatory of the assignment instruments to act on behalf of the mortgagee.</i>				
15. A	Title Policy [B.15] <i>Original title policy from closing.</i>				
15. B+	Date-Down Endorsement or New Title Policy [B.15] <i>Must include all requirements for title insurance coverage in Legal Instruction B.15.</i>				
15. C2	Title Agent Letter of Authority, only if providing new title insurance policies [B.15]				
16	Notification to Taxing Authority/Property Tax Information Legal Instructions [B.16]				
17	Mortgagee's Certification [B.17] <i>See Exhibit A for a copy of this form.</i>				

Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A
18. Additional Documents and Assignments (All Claims) [B.18.] <i>Submit all other agreements, instruments, documents, or collateral which evidence, secure, or otherwise relate to the FHA- insured mortgage whether executed or delivered by or on behalf of a borrower, operator, master tenant, or other parties.</i>					
18. A1	Building Loan Agreement, Bonds and other Related Agreements [B.18.] <i>If the assignment of mortgage occurs within 2 years after the date of final endorsement of the Note, submit the Building Loan Agreement and all bonds or other agreements designed to assure completion.</i>			*indemnification required (see Exhibit D for samples)	
18. B2	Assignment of Building Loan Agreement to the Secretary[B.18] <i>See Exhibit D for a sample.</i>			*indemnification required (see Exhibit D for samples)	
18. C3	Assignment of Building Loan Agreement–Interim Chain [B.18]			*indemnification required (see Exhibit D for samples)	
18. D4	Repair Escrow Agreements [B.18.]			*indemnification required (see Exhibit D for samples)	
18. E5	Assignment of Repair Escrow Agreement the Secretary [B.18.]			*indemnification required (see Exhibit D for samples)	
18. F6	Assignment of Repair Escrow Agreement–Interim Chain [B.18]			*indemnification required (see Exhibit D for samples)	
18. G7	List additional Non-healthcare Documents and/or Assignable Interests [B.18.]				

Tab No.	Document Description	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A
19. Healthcare Documents and Assignments [B.19]					
<i>Was this loan insured under Section 232 (12 U.S.C. §1715w) of the National Housing Act (Healthcare) or Section 242 (12 U.S.C. §1715z-7) of the National Housing Act? yes no If yes, complete healthcare section below.</i>					
H.1	Operator Security Agreement <i>If the original is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	
H.2.A	Amendments and/or Modifications to the Operator Security Agreement Total number of Amendments/Modifications ____ <i>If the original is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	
H.2.B+	Assignment of Operator Security Agreement to the Secretary <i>Must contain requisite language in Legal Instruction B.6. (see Exhibit D for a sample)</i>			*indemnification required (see Exhibit D for samples)	
H.2.C2	Assignment of Operator Security Agreement—Interim Chain Total number of Assignments prior to HUD Assignment ____ <i>If the original is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	

H.3.A	Assignment of Rents and Leases—Interim Chain <i>Include interim assignments, amendments, and/or Modifications.</i>			*indemnification required (see Exhibit D for samples)	
H.3.B+	Assignment of Rents and Leases to the Secretary			*indemnification required (see Exhibit D for samples)	

Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
H.4.A	County UCC Filings and Assignment to the Secretary (Operator) Are UCC Filings Current? _____yes_____no UCC Expiration Date _____ <i>If UCC filings will expire within 6 months after the assignment of mortgage, continuation statements must be prepared and recorded by the mortgagee.</i> <i>If UCC filings have lapsed or were never filed, the mortgagee must record a new UCC-1 and an Indemnification Agreement, which must contain requisite language in B.8. (see Exhibit D for samples):</i> Indemnification Agreement? _____yes_____no <i>Lapsed UCC filings must be provided, to the extent available. If provided, lapsed UCC filings must be clearly identified and clipped or bound separately from current UCC filings.</i> <i>The above must be accomplished within the legal submission deadline or extended deadline.</i>				
	UCC Financing Statement	File Date/ File Number			
	Original UCC-1			*indemnification required (see Exhibit D for samples)	
	UCC-3 Amendment(s) [Insert Reason for UCC-3, e.g., Change in Debtor]			*indemnification required (see Exhibit D for samples)	

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Commented [A1]: Since we no longer require UCC 11 searches for all submissions, we would go back to requiring indemnifications with copies?

	UCC-3 Interim Assignment(s)				*indemnification required (see Exhibit D for samples)	
	UCC-3 Assignment to HUD					
		Due by	File Date/ File Number			
	UCC-3 Continuation(s)				*indemnification required (see Exhibit D for samples)	
	UCC-11 Search <i>Searches performed by title insurance companies or attorneys are not acceptable.</i>					

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Tab No.	Document Description [Section of Legal Instructions]		Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
H.4.B5	State UCC Filings and Assignment to the Secretary (Operator) Are UCC Filings Current? _____yes _____no UCC Expiration Date _____ <i>If UCC filings will expire within 6 months after the assignment of mortgage, continuation statements must be prepared and recorded by the mortgagee.</i> <i>If UCC filings have lapsed or were never filed, the mortgagee must record a new UCC-1 and an Indemnification Agreement, which must contain requisite language in B.8. (see Exhibit D for samples):</i> Indemnification Agreement? _____yes _____no <i>Lapsed UCC filings must be provided, to the extent available. If provided, lapsed UCC filings must be clearly identified and clipped or bound separately from current UCC filings.</i> <i>The above must be accomplished within the legal submission deadline or extended deadline.</i>					
	UCC Financing Statement	File Date/ File Number				
	Original UCC-1				*indemnification required (see Exhibit D for samples)	
	UCC-3 Amendment(s) [Insert Reason for UCC-3, e.g., Change in Debtor]				*indemnification required (see Exhibit D for samples)	

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	UCC-3 Interim Assignment(s)				*indemnification required (see Exhibit D for samples)	
	UCC-3 Assignment to HUD					
		Due by	File Date/ File Number			
	UCC-3 Continuation(s)				*indemnification required (see Exhibit D for samples)	
	UCC-11 Search <i>Searches performed by title insurance companies or attorneys are not acceptable.</i>					

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Tab No.	Document Description	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A
H. 56	Operator Estoppel Certificate with copies of Lease and Addendum to Operating Lease			*indemnification required (see Exhibit D for samples)	
H. 6.A7	Operator Memorandum of Lease			*indemnification required (see Exhibit D for samples)	
H.6.B7.1	<u>Subordination[, Non-Disturbance and Attornment] Agreement of Operator Lease</u>			<u>*indemnification required (see Exhibit D for samples)</u>	
H.6.C7.2	<u>Assignment of Subordination[, Non-Disturbance and Attornment] Agreement of Operator Lease to the Secretary</u>			<u>*indemnification required (see Exhibit D for samples)</u>	
H. 78	Master Tenant Security Agreement, as applicable			*indemnification required (see Exhibit D for samples)	
H. 89	Amendments and/or modifications to the Master Tenant Security Agreement, as applicable <i>If the original is unavailable, provide a copy along with an Indemnification Agreement, which must contain requisite language in Legal Instruction B.2. (see Exhibit D for samples):</i> Indemnification Agreement? ____yes____no			*indemnification required (see Exhibit D for samples)	
H. 9+0	Assignment of Master Tenant Security Agreement to the Secretary, as applicable			*indemnification required (see Exhibit D for samples)	
H. 10+	Assignment of Master Tenant Security Agreement – Chain, as applicable			*indemnification required (see Exhibit D for samples)	

Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
H.1.1.A ²	County UCC Filings and Assignment to the Secretary (Master Tenant) Are UCC Filings Current? _____yes_____no UCC Expiration Date _____ <i>If UCC filings will expire within 6 months after the assignment of mortgage, continuation statements must be prepared and recorded by the mortgagee.</i> <i>If UCC filings have lapsed or were never filed, the mortgagee must record a new UCC-1 and an Indemnification Agreement, which must contain requisite language in B.8. (see Exhibit D for samples):</i> Indemnification Agreement? _____yes_____no <i>Lapsed UCC filings must be provided, to the extent available. If provided, lapsed UCC filings must be clearly identified and clipped or bound separately from current UCC filings.</i> <i>The above must be accomplished within the legal submission deadline or extended deadline.</i>				
	UCC Financing Statement	File Date/ File Number			
	Original UCC-1			*indemnification required (see Exhibit D for samples)	
	UCC-3 Amendment(s) [Insert Reason for UCC-3, e.g., Change in Debtor]			*indemnification required (see Exhibit D for samples)	

	UCC-3 Interim Assignment(s)				*indemnification required (see Exhibit D for samples)	
	UCC-3 Assignment to HUD					
		Due by	File Date/ File Number			
	UCC-3 Continuation(s)				*indemnification required (see Exhibit D for samples)	
	UCC-11 Search <i>Searches performed by title insurance companies or attorneys are not acceptable.</i>					

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Tab No.	Document Description [Section of Legal Instructions]	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A.
H.1 <u>1.B3</u>	State UCC Filings and Assignment to the Secretary (Master Tenant) Are UCC Filings Current? _____yes_____no UCC Expiration Date _____ <i>If UCC filings will expire within 6 months after the assignment of mortgage, continuation statements must be prepared and recorded by the mortgagee.</i> <i>If UCC filings have lapsed or were never filed, the mortgagee must record a new UCC-and an Indemnification Agreement, which must contain requisite language in B.8. (see Exhibit D for samples):</i> Indemnification Agreement? _____yes_____no <i>Lapsed UCC filings must be provided, to the extent available. If provided, lapsed UCC filings must be clearly identified and clipped or bound separately from current UCC filings.</i> <i>The above must be accomplished within the legal submission deadline or extended deadline.</i>				
	UCC Financing Statement	File Date/ File Number			
	Original UCC-1			*indemnification required (see Exhibit D for samples)	
	UCC-3 Amendment(s) [Insert Reason for UCC-3, e.g., Change in Debtor]			*indemnification required (see Exhibit D for samples)	

	UCC-3 Interim Assignment(s)				*indemnification required (see Exhibit D for samples)	
	UCC-3 Assignment to HUD					
		Due by	File Date/ File Number			
	UCC-3 Continuation(s)				*indemnification required (see Exhibit D for samples)	
	UCC-11 Search <i>Searches performed by title insurance companies or attorneys are not acceptable.</i>					

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Tab No.	Document Description	Original	Recorder Certified Copy	Copy	N/A Include explanation for N/A
H.124	Master Tenant Estoppel Certificate with Master Lease Agreement and HUD Addendum to Master Lease			*indemnification required (see Exhibit D for samples)	
H.135	Memorandum of Master Lease			*indemnification required (see Exhibit D for samples)	
H.146	Memorandum of Sublease			*indemnification required (see Exhibit D for samples)	
H.157	Master Lease Subordination Agreement			*indemnification required (see Exhibit D for samples)	
H.168	Amendments to Master Lease Subordination Agreement			*indemnification required (see Exhibit D for samples)	
H.179	Assignment of Master Lease Subordination Agreement to the Secretary			*indemnification required (see Exhibit D for samples)	
H.1820	Assignment of Subordination Agreement - Chain			*indemnification required (see Exhibit D for samples)	
H.19.A2 +	Master Lease Agreement and HUD Addendum to Master Lease				
H.19.B21 +	Amendments to Master Lease			*indemnification required (see Exhibit D for samples)	
H.2022	Cross-Default Guaranty of Subtenants				

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H.21.A23	Intercreditor Agreement			*indemnification required (see Exhibit D for samples)	
H.21.B23	Amendments to Intercreditor Agreement			*indemnification required (see Exhibit D for samples)	
H.21.C23	Assignment of Intercreditor Agreement to the Secretary			*indemnification required (see Exhibit D for samples)	
H.22.24	Assignment of Intercreditor Agreement - Chain			*indemnification required (see Exhibit D for samples)	
H.23.25	Deposit Account Control Agreement(s) (“DACA”) among Lender, Operator and Bank Has the agreement been terminated? ___ Yes ___ No <i>If the DACA has been terminated, provide evidence of termination.</i>			*indemnification required (see Exhibit D for samples)	
H.24.26	Deposit Account Instructions Services Agreement(s) (“DAISA”) among Lender, Operator and Bank Has the agreement been terminated? ___ Yes ___ No <i>If the DAISA has been terminated, provide evidence of termination.</i>			*indemnification required (see Exhibit D for samples)	
H.25.A27	Lockbox Account Control Agreement (Commercial Accounts)			*indemnification required (see Exhibit D for samples)	
H.25.B27	Assignment of Lockbox Account Control Agreement (Commercial Accounts) to the Secretary			*indemnification required (see Exhibit D for samples)	

H.2628	Assignment of Lockbox Account Control Agreement(Commercial Accounts) - Chain			#indemnification required (see Exhibit D for samples).	
H.27.A29	Lockbox Account Agreement (Government Accounts)			#indemnification required (see Exhibit D for samples).	
H.27.B29	Assignment of Lockbox Account Agreement (Government Accounts) to the Secretary			#indemnification required (see Exhibit D for samples).	
H.2830	Assignment of Lockbox Account Agreement (Government Accounts) – Chain			#indemnification required (see Exhibit D for samples).	
H.2931	Notice of Assignment to HUD relating to A/R Financing				
H.3032	Notice to A/R Lender under Intercreditor Agreement				
H.3133	Notice to Borrower Representative and Bank				
H.3234	Notice to Master Tenant and Bank				
H.3335	Notice to Operator and Bank				
H.3436	Notice of Exclusive Control or HUD Letter				
H.3537	No Debt Service Reserve Letter				
H.3638	Omnibus Assignment of Section 232 Healthcare Loan Documents <i>See Exhibit C for a copy of this form. Use this form to assign all non-recorded collateral documents (e.g., DACA, DAISA, etc.).</i> <i>This instrument is in addition to Form. 298, Assignment (Tab 9) and is not to be used as the assignment of mortgage and it should not be recorded.</i>				