

Public reporting burden for this collection of information relating to the U.S. Department of Housing and Urban Development (HUD)'s Performing Loan Servicing for the Home Equity Conversion Mortgage (HECM) is estimated to average 0.10 hours per response for FHA-approved mortgagees who service HECMs and the HECM borrowers. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, U.S. Department of Housing and Urban Development (HUD), 451 7th Street, SW, Room 8210, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2502-0611. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The information collection is required to be sent to the Eligible Non-Borrowing Spouse during a deferral of due and payable status. There are no assurances of confidentiality provided under this collection.



U.S. Department of Housing and Urban Development (HUD)

HOME EQUITY CONVERSION MORTGAGE (HECM)

BORROWER AND NON-BORROWING SPOUSE CERTIFICATIONS

Use the following language as suggested models for Borrower and/or NBS Certifications:

(1) Unmarried Borrower

At closing, the Mortgagee must obtain the following certification from each Borrower identified as unmarried:

I hereby certify that I am not married and I understand that my HECM loan does not contain a deferral of due and payable status to prevent the displacement of any spouse to whom I may become legally married in the future.

(2) Married Borrower with Non-Borrowing Spouse

At closing, the Mortgagee must obtain the appropriate certification from any married Borrower with a Non-Borrowing Spouse as well as from the Non-Borrowing Spouse.

(a) Borrower Certification: Eligible Non-Borrowing Spouse

The following certification is required from each Borrower identified as married to a currently Eligible Non-Borrowing Spouse:

I hereby certify that I am currently legally married and the information I have provided with respect to my spouse, _____, is true and correct. I understand that my HECM loan contains a provision to defer due and payable status of my HECM that may prevent the displacement of _____, my current spouse, if and only if certain conditions are and continue to be met. I understand that this deferral will not be available to any other person I may marry in the future. I further understand that this safeguard will only remain available to _____, my current spouse, if:

1. _____ remains my spouse for the remainder of my life;
2. I have truthfully disclosed the name and age of my current spouse to the Mortgagee;
3. _____ continues to occupy the property securing my HECM as their Principal Residence;
4. All other obligations of the HECM Borrower continue to be satisfied after the death of the last surviving Borrower; and
5. All other terms and conditions of the HECM continue to be satisfied after my death.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **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)



(b) Eligible Non-Borrowing Spouse Certification

The following certification is required from each currently Eligible Non-Borrowing Spouse of a HECM Borrower:

I hereby certify that I am currently, legally married to _____, a HECM Borrower, and the information provided about me is true and correct. I understand that my spouse's HECM contains a deferral of due and payable status to prevent my displacement from the property following the death of the last surviving Borrower under my spouse's HECM, but only if:

1. I remain(ed) the legal spouse of the HECM Borrower, identified above, for the remainder of [their] life;
2. The HECM Borrower, identified above, and I truthfully disclosed my name and age to the Mortgagee;
3. I continue to occupy the property securing my spouse's HECM as my Principal Residence;
4. All other obligations of the HECM Borrower continue to be satisfied after the death of the last surviving Borrower; and
5. All other terms and conditions of the HECM continue to be satisfied after the death of the last surviving Borrower.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **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)

(c) Borrower Certification: Ineligible Non-Borrowing Spouse

The following certification is required from each Borrower identified as married to an Ineligible Non-Borrowing Spouse:

I hereby certify that I am currently legally married, that the information I have provided with respect to my spouse, _____, is true and correct, and my spouse is not eligible and cannot become eligible for a Deferral Period for the following reason:

____ My spouse does not occupy the property securing the HECM as their Principal Residence. My spouse's current Principal Residence is:

I understand that because my spouse is ineligible, the Deferral Period referenced in my HECM will not defer due and payable status to prevent the displacement of _____, my current spouse, or any other person I may marry in the future. I acknowledge that were my spouse eligible for a Deferral Period, the maximum equity available to me under the HECM loan would be \$ _____. [I understand that because



a Deferral Period will not apply, I am able to access \$_____, which represents more equity than I otherwise would have been able to draw under the HECM.]¹ I acknowledge that it is solely due to the ineligibility of my spouse that the access to \$_____ is being made available to me. I further understand that my lender is relying on my certification to the factual ineligibility of my spouse in making this HECM loan in the amount identified in the loan agreement. I further acknowledge that this information is material to the origination of this loan and the insurance of this HECM by the Department of Housing and Urban Development - Federal Housing Administration.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **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)

(d) Ineligible Non-Borrowing Spouse Certification

The following certification is required from each Ineligible Non-Borrowing Spouse of a HECM Borrower:

I hereby certify that I am currently legally married to _____, a HECM Borrower, and the information provided about me is true and correct. I understand that the Deferral Period contained in my spouse's HECM will not defer due and payable status to prevent my displacement from the property following the death of the last surviving Borrower because I am not eligible and cannot become eligible for a Deferral Period for the following reason:

_____ I do not occupy the property securing the HECM as my Principal Residence. My Principal Residence is:

_____. I understand that because I am ineligible, the Deferral Period referenced in my spouse's HECM loan documents is inapplicable and will not defer due and payable status to prevent my displacement. I acknowledge that were I eligible the maximum equity available to my spouse to access under the HECM loan would be \$_____. [I understand that because I am ineligible for the Deferral Period, my spouse is able to access \$_____, which represents more equity than my spouse otherwise would have been able to draw under their HECM.]² I acknowledge that it is solely due to my ineligibility that access to this equity is being made available to my spouse. I further understand that my spouse's lender is relying on my certification to my factual ineligibility in making this HECM in the amount identified in the loan agreement. I further acknowledge that this information is material to the origination of this loan and

¹ Mortgagees should insert this text in cases where the Ineligible Non-Borrowing Spouse is younger than the Borrower.

² Mortgagees should insert this text in cases where the Ineligible Non-Borrowing Spouse is younger than the Borrower.



HECM Borrower and NBS Certifications

the insurance of this mortgage by the Department of Housing and Urban Development - Federal Housing Administration. I consent to my spouse gaining access to this equity because I acknowledge and I certify that I am not eligible and cannot become eligible for a Deferral Period.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **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)