OMB Approval No. 2577-0200
(Expires XX/XX/20XX)

Office of Native American Programs

Section 184/184A Programs
Addendum to Uniform Residential Loan Application

1. Case Number

2. Borrower(s)

2a. Borrower's Last Name or Tribe/Entity	2b. First Name	2c. Middle Name
2d. Co-Borrower Last Name	2e. First Name	2f. Middle Name

3. Direct Guarantee (DG) Lender

3a. Name	3b. Lender Loan Number

4. Non-DG Lender

5. Property

5a. Street Address	5b. City	5c. State	5d. Zip Code

6. Proposed Loan Information

6a. Amount	6b. Loan Term (months)	6c. Number of Units

7. Loan Profile

Refinance:	**Select One**
7a. Streamline with Appraisal	☐
7b. Streamline without Appraisal	☐
7c. New-Less than One (1) Year	☐
7d. Credit Qualifying with Cash Out	☐
7e. Credit Qualifying with no Cash	☐
7f. Credit Qualifying with Escrow	☐

Acquisition:	**Select One**
7g. Acquisition of Existing	☐
7h. Acquisition/Rehab of Existing	☐
7i. Acquisition-Less than One Year	☐

Construction:	
7j. Single Close Proposed	☐

How Loan is Underwritten	**Select One**
7k. DG Lender Underwritten	☐
7l. DG Lender Underwritten with HUD Supervision (Test Cases)	☐

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8. Borrower Real Estate:

8a. Do you own or have you sold other real estate within the past 24 months on which there was a Loan?	Yes ☐	No ☐
8b. If yes, was the Loan a Section 184/184A guaranteed loan?	Yes ☐	No ☐
8c. Is it to be sold?	Yes ☐	No ☐

9. The DG Underwriter makes the following certifications.

A. The Direct Guarantee Lender's underwriter certifies to the following:
- I have personally reviewed and underwritten the borrower's credit application.
- The information used to underwrite the borrow was documented in accordance with Section 184/184A requirements and accurately represents the final information obtained by the DG Lender; and
- This loan complies with Section 184/184A requirements to the extent that no defect exists in connection with the underwriting of this loan such that it should not have been approved in accordance with Section 184/184A program requirements.

B. For all loans where HUD requires an appraisal, I have personally reviewed and underwritten the appraisal according to Section 184/184A requirements.

C. I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising from or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with Section 184/184A regulations and administrative guidance in effect as of the date this loan is endorsed for loan guarantee.

D. I certify that the lender has made all determinations with respect to the adequacy of the Borrower's income in a uniform manner without regard to race, color, religion, sex (), age, national origin, familial status, disability, marital status, receipt of public assistance, location of the Property, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

E. I, 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**).**

9. DG Underwriter's Signature

9a. Last Name	9b. First Name	9c. DG Underwriter's ID Number

9d. Signature	9e. Date

10. The DG Lender makes the following certifications.

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 DG Lender or its duly authorized agent and is true to the best of the DG Lender's knowledge and belief.
C. The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the DG 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 DG Lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the undersigned 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 Section 184/184A program in the judgment of the DG Lender.
G. To the best of the DG Lender's knowledge and belief, the DG Lender 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 loan application, 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 government 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 loan application, had one or more public transactions (Federal, State or local) terminated for cause or default.

H. The DG Lender has made all determinations with respect to the adequacy of the Borrower's income in a uniform manner without regard to race, color, religion, sex, age, national origin, familial status, disability, marital status, receipt of public assistance, location of the Property, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

I. The DG Lender understands and agrees that it is responsible for the omissions, errors, or acts of its agents.

J. The undersigned Lender certifies that to the best of its knowledge:

1) The statements made in its application for loan guarantee and in this Certification are true and correct;
2) The conditions appearing in any outstanding commitment issued under the above case number have been fulfilled;
3) 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;
4) The security instrument has been recorded and is a good and valid first lien on the property described;
5) No charge has been made to or paid by the borrower except as permitted under Section 184/184A regulations and administrative guidance;
6) The copies of the credit and security instruments which are submitted herewith are true and exact copies as executed and filed for record;
7) 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 Section 184/184A regulations and administrative instructions; and
8) All documentation required by the Section 184/184A program has been provided to HUD in accordance with Section 184/184A regulations and administrative guidance.

K. I, the undersigned, certify that I have personally reviewed the loan documents, closing statements, application for loan guarantee endorsement, and all accompanying documents.

L. I, 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**).**

10. DG Lender's Signature

10a. Last Name	10b. First Name	10c. Title

10d. Signature	10e. Date

11. Required for Section 184A only 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.

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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 DG Lender understands and agrees that it is responsible for the omissions, errors, or acts of its agents associated with this section as described above.

11. DG Lender's Signature

11a. Last Name	11b. First Name	11c. Title

11d. Signature	11e. Date

12. Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration (SSA) to verify my Social Security Number (SSN) to the DG Lender identified in this document and to 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 SSN does not constitute confirmation of my identity. I also understand that my SSN 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 SSN 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 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.

12. Borrower's Consent:

12a. Last Name	12b. First Name	12c. Middle Name

12d. Date of Birth	12e. Social Security Number
12f. Signature	12g. Date

12. Co-Borrower's Consent:

12h. Last Name	12i. First Name	12j. Middle Name

12k. Date of Birth	12l. Social Security Number
12m. Signature	12n. Date

13. Borrower Certification

Delinquencies, Defaults, Foreclosures and Abuses. Delinquencies, defaults, foreclosures and abuses of 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 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 Federal 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 Loan servicing agency to collect the amount due, foreclose the Loan, sell the property, and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice (DOJ) 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 may be used to recover any debts owed when it is determined to be in the interest of the Lender or Federal Government, or both.

As a loan borrower, you will be legally obligated to make the Loan payments called for by your 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 Loan 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 Loan 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 Loan 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 may be a debt owed by you to the Federal Government and subject to established collection procedures.

Fair Housing Act. 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, or national origin is unlawful under the Fair Housing Act and unenforceable. I further recognize that in addition to administrative action by HUD, a civil action may be brought by the DOJ in any appropriate U.S. court against any person responsible for a violation of the applicable law.

Certification and Acknowledgment. All information in this application is given for the purpose of obtaining a loan to be guaranteed under Section 184/184A of the Housing and Community Development Act of 1992, as amended, 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. I have read and understand the foregoing concerning my liability on the loan and Part III, Borrower Notices, Information, and Acknowledgment.

The undersigned certifies that:

(a) I will not have outstanding any other unpaid obligations contracted in connection with the Loan transaction or the purchase of the said property except obligations which are secured by property or collateral owned by me independently of the said property, or obligations approved by the Secretary;
(b) The undersigned intends to occupy the subject property for the term of the Section 184/184A loan;
(c) All charges and fees collected from me as shown in the closing disclosure 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; and
(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 in violation of 24 CFR 1005.423 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 Certification.

13. Borrower(s) Signature(s) – Do not sign unless this application is fully completed. Read the certification carefully and review accuracy of this application.

I, 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**)**.

13a. Borrower's Signature	13b. Date
13c. Co-Borrower's Signature	13d. Date

Burden Notice: The public reporting burden for this collection of information is estimated to average 8 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. HUD collects this information to determine whether a loan is eligible for a loan guarantee under the Section 184 Indian Housing Loan Guarantee program and/or the Section 184A Native Hawaiian Housing Loan Guarantee program. HUD is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1715z-13a and 1715z-13b, and regulations promulgated thereunder at Title 24, Code of Federal Regulations, Parts 1005 and 1007. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.
Privacy Act Statement: HUD is authorized to collect Social Security Numbers (SSNs) pursuant to 24 U.S.C. 3543(a). The Borrower's SSN is required to participate in this program. HUD uses the SSN to verify Borrower meets requirements for the loan to be guaranteed under the Section 184 program."