Acknowledgement of Intent to Proceed

Borrower(s): Loan Number:

Property Address:

Lender/Broker:

The undersigned applicants hereby indicate their intention to proceed with the transaction identified in the Good Faith Estimate provided by ___________________________ Lender/Broker.

Signed and acknowledged this ____________ day of ____________________, _________

_______________________________________  _______________________________________
Borrower  Borrower

_______________________________________  _______________________________________
Borrower  Borrower

_______________________________________  _______________________________________
Borrower  Borrower

Acknowledgement of Intent to Proceed ~ 02/2010 ~ Encompass360™
Affiliated Business Disclosure Statement

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<th>Borrower(s):</th>
<th>Property:</th>
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<tr>
<th>Broker/Lender:</th>
<th>Date:</th>
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This is to give you notice that has a business relationship with .
The nature of the relationship (and percentage of ownership interest) is .
Because of this relationship, this referral may provide a financial or other benefit.

A. Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on, or purchase, sale, or refinance of, the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<table>
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<tr>
<th>Provider and Settlement Service</th>
<th>Charge or Range of Charges</th>
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B. Set forth below is the estimated charge or range of charges for the settlement services of an attorney, credit reporting agency, or real estate appraiser that we, as your lender, will require you to use, as a condition of your loan on this property, to represent our interest in the transaction.

<table>
<thead>
<tr>
<th>Provider and Settlement Service</th>
<th>Charge or Range of Charges</th>
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Acknowledgement

I /We have read this disclosure form and understand that is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Borrower Date Co-Borrower Date
Notice to Applicant of Right
to Receive Copy of Appraisal Report

Date:
Loan Number:
Property Address:

You have the right to receive a copy of the appraisal report to be obtained in connection with the loan for which you are applying, provided that you have paid for the appraisal. We must receive your written request no later than days after we notify you about the action taken on your application or you withdraw your application. If you would like a copy of the appraisal report, contact:

__________________________  __________________________
Borrower  Date  Borrower  Date

__________________________  __________________________
Borrower  Date  Borrower  Date

__________________________  __________________________
Borrower  Date  Borrower  Date
USA Patriot Act Information Disclosure
Important Information about Application Procedures

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer.

What this means to you: When you apply for a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

I/we acknowledge that I/we received a copy of this disclosure.

___________________________________________________
Date

___________________________________________________
Date
USA Patriot Act Information Form

Loan Number:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer. When applying for a loan, applicants will be asked for their name, address, date of birth, and other information that will allow lenders to identify them. Applicants will also be asked to show their driver’s license or other identifying documents.

THE FOLLOWING CUSTOMER INFORMATION MUST BE OBTAINED TO BE IN COMPLIANCE WITH THE USA PATRIOT ACT
THIS INFORMATION MUST BE RETAINED FOR FIVE YEARS AFTER THE ACCOUNT IS CLOSED.

Required Information

Borrower Name:
Co-Borrower Name:
Borrower Date of Birth:
Co-Borrower Date of Birth:
Borrower Current Physical Address:
Co-Borrower Current Physical Address:
Borrower Social Security Number:
Co-Borrower Social Security Number:

Method of Identification for Borrower (Only One form of Verification is Required)

(1) Driver’s License: State:_________ DL #:_________________ Issue Date:_____________ Exp. Date:_____________
(2) Passport: #:_________ Country:_________ Issue Date:_____________ Exp. Date:_____________
(3) Military ID: Country:_________________________ Issue Date:_____________ Exp. Date:_____________
(4) State ID: #:_________________________ Issue Date:_____________ Exp. Date:_____________
(5) Green Card: Country:___________________ #:________________ Issue Date:_____________ Exp. Date:_____________
(6) Immigration Card: Country:___________________ #:________________ Issue Date:_____________ Exp. Date:_____________
(7) Gov’t ID (Visa): #:_________________________ Exp. Date:_____________ Gov’t Branch:__________
(8) Other Document: ______________________________ Issue Date:_____________ Exp. Date:_____________

Method of Identification for Co-Borrower (Only One form of Verification is Required)

(1) Driver’s License: State:_________ DL #:_________________ Issue Date:_____________ Exp. Date:_____________
(2) Passport: #:_________ Country:_________ Issue Date:_____________ Exp. Date:_____________
(3) Military ID: Country:_________________________ Issue Date:_____________ Exp. Date:_____________
(4) State ID: #:_________________________ Issue Date:_____________ Exp. Date:_____________
(5) Green Card: Country:___________________ #:________________ Issue Date:_____________ Exp. Date:_____________
(6) Immigration Card: Country:___________________ #:________________ Issue Date:_____________ Exp. Date:_____________
(7) Gov’t ID (Visa): #:_________________________ Exp. Date:_____________ Gov’t Branch:__________
(8) Other Document: ______________________________ Issue Date:_____________ Exp. Date:_____________

Resolution of Any Discrepancy

________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________

Completed By: ____________________________________ Date: ____________________________
You, the applicant(s), agree to enter into this Mortgage Loan Origination Agreement with
as an independent contractor to apply for a residential
mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions
as you may request or a lender may require. You inquired into mortgage financing with
on . We are licensed as a "Mortgage
Broker" under
.

Section 1. Nature of Relationship
In connection with this mortgage loan we are acting as an independent contractor and not as your agent. We will
enter into separate independent contractor agreements with various lenders. While we seek to assist you in
meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot
guarantee the lowest price or best terms available in the market.

Section 2. Our Compensation
The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. The
retail price we offer you – your interest rate, total points and fees – will include our compensation. In some cases,
we may be paid all of our compensation by either you or the lender. Alternatively, we may be paid a portion of our
compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest
rate, you may pay higher up-front points and fees. Also, in some cases, if you would rather pay less up-front, you
may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will
be paid directly by the lender. We also may be paid by the lender based on (i) the value of the Mortgage Loan or
related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to
the lender.

Mortgage Loan Originator

Company Name:  
Address:  
City, State, Zip:  
Phone:  
Fax:  

Broker or Authorized Agent:  ___________________________  Date

Borrower(s)

Name(s):  ___________________________________________  
Address:  ___________________________________________  
City, State, Zip:  ________________________________________  

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement.

Borrower:  ___________________________________________  Date

Co-Borrower:  _________________________________________  Date
NOTICE TO APPLICANT(s)
INCOME and HOUSEHOLD MEMBERS DISCLOSURE

INCOME DISCLOSURE:
Rural Development requires per §1980.347 the disclosure of ALL INCOME of adult members of household. This includes, but not limited to, alimony, child support, and separate maintenance. An adult is considered age 18 and over. The applicant and spouse are not considered minors even if under age 18. While this income may or may not be used for qualifying purposes, it is necessary in order to determine eligibility for Rural Development financing.

HOUSEHOLD MEMBERS:
Please list all members of the household including borrower and co-borrower(s). Insert name, age, relationship to Borrower/Co-Borrower(s) and whether or not any income is received by the household member. (Include names of children living in home)

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>Relationship to Borrower</th>
<th>Receives Income (Circle One)</th>
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<tbody>
<tr>
<td></td>
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<td>Borrower</td>
<td>Yes  No</td>
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<td>Yes  No</td>
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We understand that the USDA-Rural Development must underwrite our application. We further understand that all loan conditions set forth by the lender and the Rural Development must be met prior to closing the loan.

We have disclosed income of all persons 18 years or older who will reside in the household. In addition, we have disclosed all borrower and co-borrower (or non-purchasing spouse) assets.

Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any Department or Agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Borrower ___________________________ Date __________ Co-Borrower ___________________________ Date __________
Credit Inquiry Disclosure

Borrower Name: ____________________________

Co-Borrower Name: ____________________________

Your lender will provide you with a list of all credit inquiries within the past 120 days. Please provide a brief explanation for each inquiry and if any new undisclosed debt has resulted from these inquiries.

<table>
<thead>
<tr>
<th>INQUIRY SOURCE</th>
<th>EXPLANATION/RESULT</th>
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<tbody>
<tr>
<td>Example:</td>
<td></td>
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<tr>
<td>XYZ CORP</td>
<td>Inquired about opening new account, no account opened</td>
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<tr>
<td>CREDIT ABC</td>
<td>Mortgage inquiry with another lender, no loan obtained</td>
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Have you acquired any undisclosed debts within the past 120 days that would affect the evaluation of your mortgage application?  Circle One:  YES  NO

ADDITIONAL INFORMATION/EXPLANATIONS (IF REQUIRED/REQUESTED):

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Disclosure Acknowledgement

Loan Number:

I/We have not been charged any fee other than a fee for a credit report, prior to receipt and review of the documents listed below.

I/We acknowledge receipt of the following documents:

- Good Faith Estimate (GFE) and the Required Provider of Settlement Services Addendum to the Good Faith Estimate of Settlement Charges
- Truth in Lending (TIL) and Calculation of Amount Financed
- HUD Settlement cost Booklet, titled Buying your Home-Settlement Cost and Helpful Information (Purchase loans only)
- Variable Rate Program Disclosure and Charm Booklet, titled Consumers Handbook and Adjustable Rate Mortgages (ARM loans only)
- RESPA Servicing Disclosure
- General Disclosure Notice
- Affiliated Business
- State Specific Disclosure: AL, AR, CO, CT, FL, GA, KY, ME, MD, MI, MS, NH, NM, OH, OK, PA, SC, TN, TX, VT, VA
- Patriot Act Disclosure
- Acknowledgement of Intent to Proceed
- Privacy Notice Disclosure
- Undisclosed Debt Disclosure

_____________________________________________________________________________

Date

_____________________________________________________________________________

Date
Email Permission Form
Mortgage Disclosure Documents

I/We authorize to email all or part of the disclosures related to my mortgage loan application to the following email addresses:

Email: Name: ,

Email: Name: ,

The documents will be sent by and you certify that you have Adobe Reader to receive the documents by email.

You will also receive an Acknowledgement Receipt Notice and we ask you to Click YES. This will provide notice that you have received the disclosures.

I/we agree to receive all (or some) of our mortgage application disclosures by email.

______________________________________  (Date)

______________________________________  (Date)
IMPORTANT INFORMATION - UNDISCLOSED DEBT

Disclosure to Applicants

It is extremely important that all loan applicants of ("Lender") disclose all outstanding debts, obligations and/or liabilities at time of loan application and the Lender urges applicants not to incur any new or additional debts (i.e. car loan, new credit card, installment loan for home furnishings, etc.) prior to closing the mortgage loan.

The Lender relies on the outstanding debts, obligations and/or liabilities disclosed by applicants during the loan application. The information provided is used for loan program qualification purposes.

It is the applicant’s responsibility, and the Lenders Policy, to disclose to the Lender all outstanding debts, obligations and/or liabilities as well as any new or additional liabilities the applicant has incurred after the application and prior to mortgage loan closing.

If new and/or additional debts or obligations are identified prior to closing the mortgage loan, The Lender may re-underwrite the application to assess loan program qualification requirements are met. The Lender reserves the right to amend or rescind its loan approval based on the re-underwriting results.

Acknowledged by:

______________________________ ______________________________
Part I – Identifying Information

1. VA Application for Home Loan Guaranty
2. HUD/FHA Application for Insurance under the National Housing Act

5. Borrower’s Name & Present Address (include zip code)

6. Property Address (including name of subdivision, lot & block no. & zip code)

7. Loan Amount (include the UFIMIP if for HUD or Funding Fee if for VA)

8. Interest Rate

9. Proposed Maturity

10. Discount Amount (only if borrower is permitted to pay)

11. Amount of Up Front Premium

12a. Amount of Monthly Premium

12b. Term of Monthly Premium

13. Lender’s I.D. Code

14. Sponsor / Agent I.D. Code

15. Lender’s Name & Address (include zip code)

16. Name & Address of Sponsor / Agent

17. Lender’s Telephone Number

Type or Print all entries clearly

VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran’s entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

Part II – Lender’s Certification

21. The undersigned lender makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. Code, or to induce the Department of Housing and Urban Development – Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.

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.

Items “H” through “J” are to be completed as applicable for VA loans only.

H. The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:

Name & Address: Function: (e.g., obtained information on the Uniform Residential Loan Application, ordered credit report, verifications of employment, deposits, etc.)

If no agent is shown above, the undersigned lender affirmatively certifies that all information and supporting credit data were obtained directly by the lender.

I. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions with which they are identified.

J. The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.

Signature of Officer of Lender: Title of Officer of Lender: Date: (mm/dd/yyyy)

Part III – Notices to Borrowers. Public reporting burden for this collection of information is estimated to average 6 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number can be located on the OMB Internet page at http://www.whitehouse.gov/omb/library/OMBINV.LIST.OF.AGENCIES.html#LIST_OF_AGENCIES. Privacy Act Information. The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD’s Housing and Community Development Act of 1987, 42 U.S.C. 3541, 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 and/or VA may conduct a computer match to verify the information you provide. HUD and/or VA 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 or VA, 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 VA or HUD/FHA 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 1878 that VA or HUD/FHA has a right of access.
Caution. 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 any 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 write-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 IV – 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/FHA, through a computer match conducted by HUD/FHA. I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD/FHA 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 redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA 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.

Part V – Borrower Certification

<table>
<thead>
<tr>
<th>22. Complete the following for a HUD/FHA Mortgage.</th>
<th>22a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage?</th>
<th>Yes</th>
<th>No</th>
<th>Is it to be sold?</th>
<th>22b. Sales Price</th>
<th>22c. Original Mortgage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td>?</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>22a. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest?</td>
<td>Yes</td>
<td>No</td>
<td>If “Yes” submit form HUD-92561</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22f. Do you own more than four dwellings?</td>
<td>Yes</td>
<td>No</td>
<td>If “Yes” submit form HUD-92561</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Complete for VA-Guaranteed Mortgage.</td>
<td>Have you ever had a VA home Loan?</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24. Applicable for Both VA &amp; HUD.</td>
<td>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 reason, 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 VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA 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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

25. 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.

(2) Occupancy: (for VA only – mark the applicable box)
   (a) I now occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.
   (b) My spouse is on active military duty and in his/her absence, I occupy or intend to occupy the property securing this loan as my home.
   (c) I previously occupied the property securing this loan as my home. (for interest rate reductions)
   (d) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)

Note: If box 2b or 2d is checked, the veteran’s spouse must also sign below.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (☐)
   (☐) the reasonable value of the property as determined by VA or HUD/FHA.
   (☐) the statement of appraised value as determined by HUD/FHA.

Note: If the contract price or cost exceeds the VA “Reasonable Value” or HUD/FHA “Statement of Appraised Value”, 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 VA or HUD/FHA 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 VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental 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 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.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs 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.

(6) For HUD Only (for properties constructed prior to 1978) I have received information on lead paint poisoning. Yes No Not Applicable

(7) I am aware that neither HUD/FHA nor VA warrants the condition or value of the property.

(Borrowers Must Sign Both Parts IV & V) Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA Commissioner.

Signature(s) of Borrower(s) Date Signed Signature(s) of Co-Borrower(s) Date Signed

Page 2

form HUD-92900-A

VA Form 26-1802a (05/2010)

VA 26-1802A Addendum p2 06/2011 ~ Encompass360®
Department of Veterans Affairs

REQUEST FOR CERTIFICATE OF VETERAN STATUS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>NAME (Last, First, Middle) OF VETERAN</th>
<th>ADDRESS OF VETERAN (Number, Street, City, State and Zip Code)</th>
<th>DATE OF BIRTH</th>
</tr>
</thead>
</table>

MILITARY SERVICE DATA

I request that I be issued a Certificate of Veteran Status which I may furnish to a lender when applying for a HUD-insured loan under Section 203(b)(2) or 220(d)(a) of the National Housing Act, as amended. (Begin on line 4A and enter your latest period of service followed by preceding service, if any, on line 4B, continuing on reverse if necessary.)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PERIOD OF ACTIVE SERVICE</th>
<th>NAME</th>
<th>SERVICE NUMBER OR SOCIAL SECURITY NUMBER</th>
<th>BRANCH OF SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Show your name exactly as it appears on your discharge papers for each period of service)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. VA CLAIM NUMBER

NOTE: If upon your release from the latest period of active military duty, you received DD Form 214, NAVPERS Form 553, or similar form or form letter in lieu of a discharge, complete Items 6A and 6B.

6A. ARE YOU NOW ON ACTIVE MILITARY DUTY? FOR VA USE ONLY

☐ YES ☐ NO

DATE CERTIFICATE OF VETERANS STATUS ISSUED

6B. WERE YOU ON ACTIVE MILITARY DUTY ON THE DAY FOLLOWING THE DATE OF SEPARATION INDICATED IN THE PAPERS SUBMITTED?

☐ YES ☐ NO

DISCHARGE OR SEPARATION PAPERS RETURNED TO:

I CERTIFY THAT the statements herein are true to the best of my knowledge and belief.

7. SIGNATURE OF VETERAN

8. DATE

IMPORTANT INSTRUCTIONS: If the Certificate is to be sent to the veteran, the complete mailing address should be shown in Item 11. If it is desired that the certificate be sent to other than the veteran, the name and address of such person or firm should be shown on Item 11. Items 9 and 10 need be completed only when the certificate is being sent to other than the veteran.

DO NOT DETACH

TRANSMITTAL OF CERTIFICATE OF VETERAN STATUS

9A. NAME OF VETERAN

9B. SERVICE NUMBER/SOCIAL SECURITY NUMBER OF VETERAN

The discharge or separation papers returned herewith will not be required again unless requested.

FOR VA USE ONLY

10. FILE REFERENCE

11. RETURN TO:

DATE

ENCLOSURES

☐ CERTIFICATE OF VETERAN STATUS

☐ DISCHARGE OR SEPARATION PAPERS

☐ OTHER (Specify)
Department of Veterans Affairs

Rights of VA Loan Borrowers
(Important Notice)

You have certain rights as a VA loan borrower that you should know about. These include:

Assumable Loan. For all VA loans committed on or after March 1, 1988, you may sell your home to someone who agrees to assume your loan if the loan holder or VA approves the creditworthiness of the purchaser(s). If the purchaser(s) is creditworthy and assumes the liability to the lender and VA to the same extent that you did when you obtained the loan, you will be released from liability on the loan. To obtain a release from liability, you should check with the company to whom you make your payments before you sell your home. The loan may become immediately due and payable if you do not obtain approval of the loan assumption before selling your home. Keep in mind that you will not be able to get another VA loan with the entitlement that you used for this loan until the property is sold and the loan is paid in full unless the purchaser is a veteran and can qualify for substitution of entitlement. The local VA office can provide you with details concerning substitution of entitlement.

No Prepayment Penalty. If you pay off your loan early, your lender cannot require that you pay a prepayment penalty.

No Late Charge Unless Payment Is More Than 15 Days Overdue. Also, late charge may not exceed 4 percent of payment amount.

These rights apply to you and, if you sell your home, to any buyer who assumes your loan. Some mortgage notes used by lenders may have provisions which seem to take away these rights. However, the lender cannot enforce these provisions for a VA loan.

Your loan is guaranteed or insured under Title 38, United States Code. This law and the regulations that are in effect on the date your loan is closed govern the rights, duties, and liabilities of you and the lender. Any provision of any instrument executed in connection with your loan which is inconsistent with this law or the regulations is invalid.

If your loan has been funded by a State or local housing program, these basic rights may not apply to you. If you are a participant in this type of program you should receive a notice stating the restrictions that apply to your loan.

If you believe your rights as a VA loan borrower are being violated by the lender, or if you have any questions about your loan which the lender cannot answer to your satisfaction, please contact the local VA office for assistance.

X
Applicant

X
Co-Applicant

VA FORM
DEC 1998  26-8978
It is expressly agreed that not withstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or the cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

Purchaser  Date  Purchaser  Date
Seller  Date  Seller  Date

Authority: 38 U.S.C. §§ 501, 3703(c)(1). This clause may be found at 38 CFR § 36.4303(k)(4) in its entirety.
Interest Rate and Discount Disclosure Statement

This statement regarding the interest rate and discount points that you may pay on a mortgage guaranteed by VA (Department of Veterans Affairs) must be delivered to you prior to execution of the borrower’s certification on the HUD/VA Addendum to the Uniform Residential Loan Application.

VA does not establish the interest rate for mortgage loans to be guaranteed or set either a maximum or minimum on the interest rate or on discount points that may be paid by you. This means that you may pay such interest rate and discount points as you and lender agree upon. The seller may also pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.

It is important for you to understand that the interest rate and discount points and the length of time the lender will honor the loan terms are all freely negotiable with the lender. Lenders may agree to offer the loan terms for a definite period of time (i.e., 30, 60, 90 days), or may refuse to do so. This arrangement is commonly referred to as a lock-in agreement. Keep in mind that your agreement with the seller will also affect the date you can close your loan.

The terms of your agreement with the lender will determine the degree, if any, that the interest rate and discount points may change before closing. An increase of more than 1.00% in the interest rate may require re-underwriting of the loan approval by VA or by the lender. It may be necessary for the lender to obtain your signature on a new application. If, after re-underwriting, it is determined that you remain qualified from a credit risk standpoint, the conditions of your agreements with the lender and the seller may require you to complete the transaction or lose your deposit.

IT IS YOUR RESPONSIBILITY TO ASSURE THAT YOU UNDERSTAND THE TRANSACTION.

If you believe you have been subject to discrimination because of your race, color, religion, sex, familial status, or national origin, you should call HUD Fair Housing and Equal Opportunity Complaint hotline: 1(800)669-9777. This information must be delivered to you at the time of initial loan application. Return the original to your lender as proof of notification and keep a copy for your records. You, the borrower(s) must be certain that you understand the transaction. Sign below only after you have read this entire page. Seek professional advice if you are uncertain.

________________________  _________________________
Borrower  Date

________________________  _________________________
Co-borrower  Date

V010497
MILITARY RESERVE STATUS FORM

NAME:

CASE/LOAN NUMBER:

__________ I HEREBY CERTIFY THAT I AM NOT CURRENTLY A MEMBER IN ANY RESERVE UNIT OF THE US ARMED FORCES (INCLUDING THE NATIONAL GUARD).

__________ I HEREBY CERTIFY THAT I AM CURRENTLY LISTED IN THE RESERVES, ATTACHED TO UNIT ________. I ALSO STATE THAT I HAVE NOT BEEN CALLED TO ACTIVE DUTY STATUS, OR RECEIVED NOTICE OF STANDBY STATUS WITH MOBILIZATION POSSIBLE IN THE FUTURE.

_____________________________________________________
VETERAN SIGNATURE

DATE: ________________________
### VA Department of Veterans Affairs

#### VERIFICATION OF VA BENEFITS

**PRIVACY ACT NOTICE:** The VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 5, Code of Federal Regulations 1.576 for routine uses (i.e., information concerning a veteran’s indebtedness to the United States by virtue of a person’s participation in a benefits program administered by VA may be disclosed to any third party, except consumer reporting agencies) as identified in the VA system of records, 55VA/26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendee Loan Applicant Records – VA, and published in the Federal Register. Your obligation to respond is required to obtain or retain benefits. Giving us your SSN account information is voluntary. Refusal to provide your SSN by itself will not result in the denial of benefits. The VA will not deny an individual benefits for refusing to provide his or her SSN unless the disclosure of the SSN is required by a Federal Statute of law in effect prior to January 1, 1975, and still in effect.

**INSTRUCTIONS TO LENDER**

Complete this form ONLY if the veteran/applicant:
- is receiving VA disability payments; or
- has received VA disability payments; or
- would receive VA disability payments but for receipt if retired pay; or
- is surviving spouse of a veteran and in receipt of DIC payments
- has filed a claim for VA disability benefits prior to discharge from active duty service

Complete Items 1 through 10. Send the completed form to the appropriate VA regional Loan Center where it will be processed and returned to the Lender. The completed form must be retained as part of the lender’s loan origination.

<table>
<thead>
<tr>
<th>TO: NAME AND ADDRESS OF LENDER (Complete mailing address including ZIP code)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>1. NAME OF VETERAN (First, middle, last)</th>
<th>2. CURRENT ADDRESS OF VETERAN</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3. DATE OF BIRTH</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4. VA CLAIM FOLDER NUMBER (C-File No. if known)</th>
<th>5. SOCIAL SECURITY NUMBER</th>
<th>6. SERVICE NUMBER (If different from Social Security Number)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7. I HEREBY CERTIFY THAT I [ ] DO [ ] DO NOT have a VA benefit-related indebtedness to my knowledge. I authorize VA to furnish the information listed below.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8. I HEREBY CERTIFY THAT I [ ] HAVE [ ] HAVE NOT filed a claim for VA disability benefits prior to discharge from active duty service. (I am presently still on active duty.)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9. SIGNATURE OF VETERAN</th>
<th>10. DATE SIGNED</th>
</tr>
</thead>
</table>

### FOR VA USE ONLY

<table>
<thead>
<tr>
<th>[ ] The above named veteran does not have a VA benefit-related indebtedness</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>[ ] The veteran has the following VA benefit-related indebtedness</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TYPE OF DEBT(S)</th>
<th>AMOUNT OF DEBT(S)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TERM OF REPAYMENT PLAN (If any)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>[ ] Veteran is exempt from funding fee due to receipt of service-connected disability compensation of $ monthly. (Unless checked, the funding fee receipt must be remitted to VA with VA Form 26-1820, Report and Certification of Loan Disbursement)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>[ ] Veteran is exempt from funding fee due to entitlement to VA compensation benefits upon discharge from service.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>[ ] Veteran is not exempt from funding fee due to receipt of nonservice-connected pension of $ monthly. LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>[ ] Veteran has been rated incompetent by VA. LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>[ ] Insufficient information. VA cannot identify the veteran with the information given. Please furnish more complete information, or a copy of a DD Form 214 or discharge papers. If on active duty, furnish a statement of service written on official government letterhead, signed by the adjutant, personnel officer, or commanding officer. The statement should include name, birth date, service number, entry date and time lost.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED AGENT</th>
<th>DATE SIGNED</th>
</tr>
</thead>
</table>

**Respondent Burden:** We need this information to determine, establish, or verify your eligibility for VA Loan Guaranty Benefits and to determine if you are exempt from paying the VA Funding Fee. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at http://www.reginfo.gov/public/do/PRAMainVA. If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

---

**VA FORM 26-8937**

SUPERSEDES VA FORM 26-8937, SEP 2006, DEC 2012 WHICH WILL NOT BE USED

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**VA 26-8937 Verif of Benefit 12/2012 ~ Encompass360**
# Debt Questionnaire

1. **DURING THE PAST FIVE YEARS, HAVE YOU DIRECTLY OR INDIRECTLY BEEN OBLIGATED ON ANY LOAN WHICH RESULTED IN FORECLOSURE, TRANSFER OF TITLE IN LIEU OF FORECLOSURE, OR JUDGMENT?**  
   (This would include home mortgage loans, SBA loans, home improvement loans, educational loans, or manufactured home loans, any mortgage, financial obligation, bond, or loan guarantee)  
   □ Yes  □ No  
   (If “Yes,” provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet, if needed.)

2. **ARE YOU PRESENTLY DELINQUENT OR IN DEFAULT ON ANY DEBT TO THE FEDERAL GOVERNMENT?**  
   (e.g., Public Health Service, U.S. Guaranteed Student Loan, GI Bill Education Benefits, etc.)?  
   □ Yes  □ No  
   (If “Yes,” provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet, if needed.)

---

I CERTIFY THAT the statements herein are true and correct to the best of my knowledge and belief.

3. **SIGNATURE OF VETERAN**  
4. **DATE**

5. **SIGNATURE OF COBORROWER**  
6. **DATE**
### REQUEST FOR A CERTIFICATE OF ELIGIBILITY

#### Note: Please read information on the next page before completing this form. If additional space is required, attach a separate sheet.

<table>
<thead>
<tr>
<th>1. NAME OF VETERAN (First, Middle, Last)</th>
<th>2. DATE OF BIRTH</th>
<th>3. SOCIAL SECURITY NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4A. DID YOU SERVE UNDER ANOTHER NAME?  
☐ YES  ☐ NO  
(If "YES" complete Item 4B)

4B. NAME(S) USED DURING MILITARY SERVICE (If different from name in item 1)

5. DAYTIME TELEPHONE NUMBER

6. E-MAIL ADDRESS (If applicable)

7A. ADDRESS (Number and street or rural route, city or P.O., State and ZIP Code)

7B. MAIL CERTIFICATE OF ELIGIBILITY TO: (Complete ONLY if the Certificate is to be mailed to an address different from the one listed in item 7A.)

8A. WERE YOU DISCHARGED, RETIRED OR SEPARATED FROM SERVICE BECAUSE OF DISABILITY?  
☐ YES  ☐ NO

8B. VA CLAIM NUMBER (If known)

#### MILITARY SERVICE DATA (SEE INSTRUCTIONS FOR PROOF OF SERVICE ON THE NEXT PAGE)

<table>
<thead>
<tr>
<th>BRANCH OF SERVICE</th>
<th>DATE ENTERED</th>
<th>DATE SEPARATED</th>
<th>OFFICER OR ENLISTED</th>
<th>SERVICE NUMBER (If different from Social Security Number)</th>
</tr>
</thead>
</table>

9A. ARE YOU CURRENTLY ON ACTIVE DUTY? (If you are currently serving on active duty, leave the "Date Separated" field blank.)  
☐ YES  ☐ NO

IMPORTANT: Please provide your dates of service. In many cases eligibility can be established based on data in VA systems. However, it is recommended that proof of service be provided, if readily available. Proof of service is required for persons who entered service after September 7, 1980 and were discharged after serving less than 2 years.

9B. ACTIVE SERVICE - Do not include any periods of Active Duty for Training or Active Guard Reserve service. Do include any activation for duty under Title 10 U.S.C. (e.g. Reserve or Guard unit mobilized.)

9C. RESERVE OR NATIONAL GUARD SERVICE  
Include any periods of Active Duty for Training (ADT) or Active Guard Reserve service. Do not include any activation for duty under Title 10 U.S.C. (e.g. Reserve or Guard unit mobilized.)

PREVIOUS VA LOANS (SEE INSTRUCTIONS ON THE NEXT PAGE - Attach a separate sheet if information for all homes will not fit in Item 10)

10A. DO YOU NOW OWN ANY HOME(S) PURCHASED OR REFINANCED WITH A VA-GUARANTEED LOAN?  
☐ YES (If "Yes," complete Items 10B thru 10D)  
☐ NO (If "No," skip to item 14)  
☐ NOT APPLICABLE (NA) - I HAVE NEVER OBTAINED A VA-GUARANTEED HOME LOAN (If "NA," skip to Item 14)

10B. DATE OF LOAN (Month and Year)

10C. STREET ADDRESS

10D. CITY AND STATE

11A. ARE YOU APPLYING FOR THE ONE-TIME ONLY RESTORATION OF ENTITLEMENT TO PURCHASE ANOTHER HOME?  
☐ YES  ☐ NO (If "Yes," complete Items 11B thru 11D)

11B. DATE OF LOAN (Month and Year)

11C. STREET ADDRESS

11D. CITY AND STATE

12A. ARE YOU APPLYING FOR A RESTORATION OF ENTITLEMENT TO OBTAIN A REGULAR (CASH-OUT) REFINANCE ON YOUR CURRENT HOME?  
☐ YES  ☐ NO (If "Yes," complete Items 12B thru 12D)

12B. DATE OF LOAN (Month and Year)

12C. STREET ADDRESS

12D. CITY AND STATE

13A. ARE YOU REFINANCING AN EXISTING VA LOAN TO OBTAIN A LOWER INTEREST RATE WITHOUT RECEIVING ANY CASH PROCEEDS (IRRRL)?  
☐ YES  ☐ NO (If "Yes," complete Items 13B thru 13D)

13B. DATE OF LOAN (Month and Year)

13C. STREET ADDRESS

13D. CITY AND STATE

I CERTIFY THAT the statements in this document are true to the best of my knowledge.

14A. SIGNATURE OF VETERAN (Do NOT print)

14. DATE SIGNED

FEDERAL STATUTES PROVIDE SEVERE PENALTIES FOR FRAUD, INTENTIONAL MISREPRESENTATION, CRIMINAL CONNIVANCE OR CONSPIRACY PURPOSED TO INFLUENCE THE ISSUANCE OF ANY GUARANTY OR INSURANCE BY THE SECRETARY OF VETERANS AFFAIRS.

FOR VA USE ONLY (Please do not write below this line)

DATE RETURNED

REASON(S) FOR RETURN

VA FORM 26-1880

SUPERSEDES VA FORM 26-1880, MAR 2011, SEP 2011

 WHICH WILL NOT BE USED.

VA 26-1880 Elig Cert p1 09/2011 – Encompass360®
Counseling Checklist for Military Homebuyers

1. Failure on the part of a borrower on active duty to disclose that he/she expects to leave the area within 12 months due to transfer orders or completion of his/her enlistment period may constitute “bad faith.” If your loan is foreclosed under circumstances which include such bad faith, you may be required to repay VA for any loss suffered by the Government under the guaranty. (In ANY case in which VA suffers a loss under the guaranty, the loss must be repaid before your loan benefits can be restored to use in obtaining another VA loan.)

2. Although real estate values have historically risen in most areas, there is no assurance that the property for which you are seeking financing will increase in value or even retain its present value.

3. It is possible that you may encounter difficulty in selling your house, recovering your investment or making any profit, particularly if there is an active new home market in the area.

4. Receiving military orders for a permanent change of duty station or an unexpected early discharge due to a reduction in force will not relieve you of your obligation to make your mortgage payments on the first of each month.

5. “Letting the house go back” is NOT an acceptable option. A decision to do so may be considered “bad faith.” A foreclosure will result in a bad credit record, a possible debt you will owe the government and difficulty in getting more credit in the future.

6. If unexpected circumstances lead to difficulty in making your payments, contact your mortgage company promptly. It will be easier to resolve any problems if you act quickly and be open and honest with the mortgage company.

7. YOUR VA LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF VA OR YOUR LENDER.

8. DO NOT BE MISLED! VA does not guarantee the CONDITION of the house which you are buying, whether it is new or previously occupied. VA guarantees only the LOAN. You may talk to many people when you are in the process of buying a house. Particularly with a previously occupied house, you may pick up the impression along the way that you need not be overly concerned about any needed repairs or hidden defects since VA will be sure to find them and require them to be repaired. This is NOT TRUE! In every case, ultimately, it is your responsibility to be an informed buyer and to assure yourself that what you are buying is satisfactory to you in all respects. Remember, VA guarantees only the loan – NOT the condition.

9. If you have any doubts about the condition of the house which you are buying, it is in your best interest to seek expert advice before you legally commit yourself in a purchase agreement. Particularly with a previously occupied house, most sellers and their real estate agents are willing to permit you, at your expense, to arrange for an inspection by a qualified residential inspection service. Also, most sellers and agents are willing to negotiate with you concerning what repairs are to be included in the purchase agreement. Steps of this kind can prevent many later problems, disagreements, and major disappointments.

10. Proper maintenance is the best way to protect your home and improve the chance that its value will increase.

11. If you are buying a previously owned house, you should look into making energy efficient improvements. You can add up to $6,000 to your VA loan to have energy efficient improvements installed. Consult your lender or the local VA office.

I HEREBY CERTIFY THAT the lender has counseled me and I fully understand the counseling items set forth above.

__________________________________________________________  __________________________________________
(Borrower’s Signature)                                      (Date)

I HEREBY CERTIFY THAT the borrower has been counseled regarding the counseling items set forth above.

__________________________________________________________  __________________________________________
(Lender’s Signature)                                         (Date)
SUPPLEMENT TO VA APPLICATION

I. Nearest Living Relative of the veteran who does not live with the veteran:

Name: ______________________ Relationship: ______________________
Address: ______________________________________________________
City/State/Zip: __________________________________________________
Telephone Number (including area code): ____________________________

II. In accordance with Loan Guaranty Bulletin #277 published by the Department of Veterans Affairs on March 4, 1998 VA Benefit-Related Indebtedness only when the veteran answers “yes” to on or more of the following statements:

YES NO Do you receive VA disability benefits?
YES NO Do you or have you ever received VA disability benefits as retirement pay?
YES NO Have you received VA disability benefits in the past?
YES NO Are you the surviving spouse of a veteran who died on active duty or as a result of a service-connected disability?

III. Childcare Expenses

1. I do not pay childcare for my child(ren) under the age of 13 because:
   ______________________________________________________________
   ______________________________________________________________
   ______________________________________________________________
   ___ ___________________ __________________
   Veteran-Borrower Date

2. I pay childcare in the amount of $______________ per ____________.
   ______________________________________________________________
   ___________________ __________________
   Veteran-Borrower Date

I certify that the above information is correct to the best of my knowledge.

_____________________________ __________________
Veteran-Borrower Date
VA SOLDER/FLUX CERTIFICATION

Date:

Borrower:

Property Address: , ,

I hereby certify that in construction of the above referenced property any solders and flux did not contain more than 0.2 percent lead and any pipes and pipe fittings did not contain more than 8.0 percent lead.

_____________________________________                       _______________________
Authorized Signature  Date
VA ENERGY CONSERVATION BUILDER CERTIFICATION

Date: 

Borrower: 

Property Address: , , 

I do hereby certify that this dwelling or plans and related specifications meet all local code requirements and are in substantial conformity with VA minimum property requirements including the energy conservation standards of the 1992 Council of American Building Officials (CABO) Model Energy Code (MEC).

Builder Name: _________________________________
Builder Address: _________________________________
Builder Phone: _________________________________

_________________________________
Name and Title of Builder’s Agent

_________________________________
Signature of Builder’s Agent
“NOT INSPECTED”
ACKNOWLEDGEMENT
FOR VA LOANS

Date: 
Borrower: 
Property Address: , , 
Loan Number: 
Lender: 

We are aware that since this new property was not inspected during construction by VA:

£ VA assistance with construction complaints will be limited to defects in equipment, material and workmanship reported during the one-year builder’s warranty period.

£ VA will not intercede on your behalf in the processing of any construction complaints.

I acknowledge receipt of the above notification.

__________________________________  __________________________________
Signature of Borrower                                       Signature of Borrower

_________                                                     ___________
Date                                                                   Date
REQUEST FOR SINGLE FAMILY HOUSING LOAN GUARANTEE

Approved Lender: 

Contact: 

Phone Number: 

Third Party Originator (TPO): 

USDA Application Number: 

Approved Lender Tax ID No.: 

Contact: 

Approved Lender E-Mail: 

Fax Number: 

TPO Tax ID No.: 

Please issue a Conditional Commitment for Single Family Housing Loan Guarantee in the following case:

<table>
<thead>
<tr>
<th>Applicant Information (Please complete, circle, or mark as appropriate)</th>
<th>Co-Applicant Information (Please complete, circle, or mark as appropriate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>SSN:</td>
<td>SSN:</td>
</tr>
<tr>
<td>U.S. Citizen: Yes No</td>
<td>U.S. Citizen: Yes No</td>
</tr>
<tr>
<td>Veteran: Yes No</td>
<td>Veteran: Yes No</td>
</tr>
<tr>
<td>Gender: M F</td>
<td>Gender: M F</td>
</tr>
<tr>
<td>Ethnicity: (Check only One Box)</td>
<td>Ethnicity: (Check only One Box)</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td>Hispanic or Latino</td>
</tr>
<tr>
<td>(Check as many boxes as applicable) Race:</td>
<td>(Check as many boxes as applicable) Race:</td>
</tr>
<tr>
<td>American Indian or Alaska Native</td>
<td>American Indian or Alaska Native</td>
</tr>
<tr>
<td>Black or African American</td>
<td>Black or African American</td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td>White</td>
</tr>
<tr>
<td>Marital Status:</td>
<td>Marital Status:</td>
</tr>
<tr>
<td>Married</td>
<td>Married</td>
</tr>
</tbody>
</table>

The applicant has does not have a relationship with any current Rural Development employee. Explain.

The co-applicant has does not have a relationship with any current Rural Development employee. Explain.

Applicant’s Credit Score: No Score

Co-Applicant’s Credit Score: No Score

Property Address: ____________________________

City, State, Zip Code: _________________________

County: _________________________

Is this a Refinance Loan? No Yes

If Yes, refinanced loan is an RD Single Family Housing Guaranteed Loan Direct Loan

1. Number of persons in the household: ___________ Number of dependants under Age 18 or Full-time Students: ___________

2a. The current annual income for the household is: $ ____________ 2b. The current adjusted income for the household is: $ ____________

3. PITI ratio: ____________ TOTAL DEBT ratio: ____________

4. We propose to loan $ ____________ for 30 years at ________% per annum with payments (P&I) of $ ____________ per month.

5. The interest rate is based on the _______ Fannie Mae on ____________ (required).

   The interest rate is locked in until ____________.

   The interest rate will float until loan closing (documentation of lock date will be required w/ loan closing report).

   NOTE: If the interest rate increases at loan closing, the loan must be re-underwritten and this document must be recertified.

6. The applicant understands that Rural Development approval of guarantee is required and is subject to the availability of funds.

7. The applicant is unable to secure the necessary conventional credit without a Rural Development guarantee upon reasonable rates, terms and conditions in which the applicant could reasonably be expected to fulfill.

8. Loan funds will be used for the following purpose(s):

   Purchase / Refinance Amt: ____________________________

   Financed Loan Closing Costs: ____________________________

   Repairs/Other: ____________________________

   Guarantee Fee: ____________________________

   Total Request: ____________________________

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0078. The time required to complete this information collection is estimated to average 30 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.
Certifications

Approved Lender Certification

In order to induce the Agency to issue the requested guarantee, we certify that we have originated and underwritten the loan in compliance with all Agency loan requirements. This form contains or is supplemented with all information required by 7 C.F.R. § 1980.353(c).

Lender's Authorized Representative Signature / Title __________________________ Date ________________

Name of Authorized Representative __________________________________________

Title/Company ____________________________________________________________

Applicant(s) Acknowledgments and Certifications

CERTIFICATION. As the applicant, I certify to the best of my knowledge and belief; (1) I am not presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) I have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against me for 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; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property; (3) I do not have an outstanding judgment lien on any property for a debt in favor of the United States which was obtained in any Federal court other than the United States Tax Court; and (4) I am not delinquent on any outstanding debt to the Federal Government (excluding any Federal Tax debt).

I AM (WE ARE) unable to provide the housing I (we) need on my (our) own account, and I am (we are) unable to secure the credit necessary for this purpose from other sources upon terms and conditions which I (we) can reasonably fulfill. I (we) certify that the statements made by me (us) in this application are true, complete and correct to the best of my (our) knowledge and belief and are made in good faith to obtain a loan.

I (we) acknowledge this loan will be subject to payment of an annual fee by the Lender. The Lender may pass this fee on to me (us). I (we) understand that the annual fee for the first year is calculated when the loan is closed based upon the loan amount. Thereafter, the annual fee is calculated every 12 months based upon the average scheduled amortized unpaid principal balance. Billing for the annual fee will begin 12 months from the closing of the loan.

Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any Department or Agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Each of the undersigned hereby acknowledges having read page three and four of this document as it relates to information regarding the PRIVACY ACT and a NOTIFICATION TO APPLICANT ON USE OF FINANCIAL INFORMATION FROM FINANCIAL INSTITUTION.

Print Applicant's Name __________________________ Applicant's Signature __________________________ Date ________________

Print Co-Applicant's Name __________________________ Co-Applicant's Signature __________________________ Date ________________
NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

The information requested on this form is authorized to be collected by the Rural Housing Service (RHS), Rural Business Cooperative Services (RBS), Rural Utilities Service (RUS) ("the agency") by title V of the Housing Act of 1949, as amended (42 U.S.C. 1471 et seq.), or by the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.), or by other laws administered by RHS, RBS or RUS.

Disclosure of information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Identification Number, may result in a delay in the processing of an application or its rejection. Information provided may be used outside of the agency for the following purposes:

1. When a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by general statute or particular program statute, or by regulation, rule, or order issued pursuant thereto, disclosure may be made to the appropriate agency, whether federal, foreign, state, local, or tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, or rule, regulation, or order issued pursuant thereto, if the information disclosed is relevant to any enforcement, regulatory, investigative, or prosecute responsibility of the receiving entity.

2. A record from this system of records may be disclosed to a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.

3. Rural Development will provide information from this system to the U.S. Department of Treasury and to other Federal agencies maintaining debt servicing centers, in connection with overdue debts, in order to participate in the Treasury Offset Program as required by the Debt Collection Improvement Act, Pub. L. 104-134, Section 31001.

4. Disclosure of the name, home address, and information concerning default on loan repayment when the default involves a security interest in tribal allotted or trust land. Pursuant to Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 2701 et seq.), liquidation may be pursued only after offering to transfer the account to an eligible tribal member, the tribe, or the Indian Housing Authority serving the tribe(s).

5. Referral of names, home addresses, social security numbers, and financial information to a collection or servicing contractor, financial institution, or a local, state, or federal agency, when Rural Development determines such referral is appropriate for servicing or collecting the borrower’s account or has provided for in contracts with servicing or collection agencies.

6. It shall be a routine use of the records in this system of records to disclose them in a proceeding before a court or adjudicative body, when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity, or (c) any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee; or (d) the United States is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation, provided; however, that in each case, the agency determines that disclosure of the records is a use of the information contained in the records that is compatible with the purpose for which the agency collected the records.

7. Referral of name, home address, and financial information for selected borrowers to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, when the agency determines such referral is appropriate to encourage the borrower to refinance their RHS indebtedness as required by title V of the Housing Act of 1949, as amended (42 U.S.C. 147 1) or to assist the borrower on the sale of the property.

8. Referral of legally enforceable debts to the Department of the Treasury, Internal Revenue Service (IRS), to be offset against any tax refund that may become due the debtor for the tax year in which the referral is made, in accordance with the IRS regulations and under the authority contained in 31 U.S.C. 3720A.

9. Referral of information regarding indebtedness to the Defense Manpower Data Center, Department of Defense, and the United States Postal Service for the purpose of conducting computer matching programs to identify and locate individuals receiving Federal salary or benefit payments and who are delinquent in their repayment of debts owed to the U.S. Government under certain programs administered by the agency in order to collect debt under the provisions of the Debt Collection Act of 1982 (5 U.S.C. 5514) by voluntary repayment, administrative or salary offset procedures, or by collection agencies.

10. Referral of names, home addresses, and financial information to lending institutions when Rural Development determines the individual may be financially capable of qualifying for credit with or without a guarantee.

11. Disclosure of names, home addresses, social security numbers, and financial information to lending institutions that have a lien against the same property as the agency for the purpose of the collection of the debt by Rural Development or the other lender. These loans can be under the direct and guaranteed loan programs.

12. Referral to private attorneys under contract with either the agency or with the Department of Justice for the purpose of foreclosure and possession actions and collection of past due accounts in connection with the agency.

13. It shall be a routine use of the records in this system of records to disclose them to the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity where the Department of Justice has agreed to represent the employee; or (c) the United States Government, is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

14. Referral of names, home addresses, social security numbers, and financial information to the Department of Housing and Urban Development (HUD) as a record of location utilized by Federal agencies for an automatic credit prescreening system.

15. Referral of names, home addresses, social security numbers, and financial information to the Department of Labor, state wage information collection agencies, and other federal, state, and local agencies, as well as those responsible for verifying information furnished to qualify for federal benefits, to conduct wage and benefit matching through manual or automated means, for the purpose of determining compliance with federal regulations and appropriate servicing actions against those not entitled to program benefits, including possible recovery of improper benefits.

16. Referral of names, home addresses, and financial information to financial consultants, advisors, or underwriters, when Rural Development determines such referral is appropriate for developing packaging and marketing strategies involving the sale of Rural Development loan assets.

17. Rural Development, in accordance with 31 U.S. C. 3711 (e)(5), will provide to consumer reporting agencies or commercial reporting agencies information from this system indicating that an individual is responsible for a claim that is current.

18. Referral of names, home and work addresses, home telephone numbers, social security numbers, and financial information to escrow agents (which also could include attorneys and title companies) selected by applicant or borrower for the purpose of closing the loan.
NOTIFICATION TO APPLICANT ON USE OF FINANCIAL INFORMATION FROM FINANCIAL INSTITUTION

Pursuant to Title XI, section 1113(h) of Public Law 95-630, your application for a government loan or loan guaranty authorizes the Agency, in connection with the assistance you seek, to obtain financial information about you contained in financial institutions. No further notice of subsequent access to this information shall be provided during the term of the loan or loan guaranty.

As a general rule, financial records obtained pursuant to this authority may be used only for the purpose for which they were originally obtained. However, they may be transferred to another Agency or department if the transfer is to facilitate a lawful proceeding, investigation, examination, or inspection directed at the financial institution in possession of the records (or another legal entity not a customer). The records may also be transferred and used (1) by counsel representing a government authority in a civil action arising from a government loan, loan guaranty, or loan insurance agreement; and (2) by the Government to process, service or foreclose a loan or to collect on an indebtedness to the Government resulting from a customer's default.

The Agency reserves the right to give notice of a potential civil, criminal, or regulatory violation indicated by the financial records to any other agency or department of the Government with jurisdiction over that violation. Such agency or department may then seek access to the records in any lawful manner.
# Itemized Fee Worksheet

(For Use with Service Providers and Investors)

The information provided below reflects estimates of the charges that are likely to be incurred at the settlement of this loan. The fees listed are estimates; some actual charges may be more or less. This transaction may not involve a fee for every item listed.

<table>
<thead>
<tr>
<th>Provided By:</th>
<th>Subject Property:</th>
<th>Borrower(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Number:</td>
<td>Interest Rate:</td>
<td>Type of Loan:</td>
</tr>
<tr>
<td></td>
<td>Base Loan Amt:</td>
<td></td>
</tr>
</tbody>
</table>

## Estimated Closing Costs

### 800. Items Payable in Connection with Loan

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Origination Fees %</td>
<td>$__________</td>
</tr>
<tr>
<td>Application Fees</td>
<td>$__________</td>
</tr>
<tr>
<td>Processing Fees</td>
<td>$__________</td>
</tr>
<tr>
<td>Underwriting Fees</td>
<td>$__________</td>
</tr>
<tr>
<td>Broker Fees</td>
<td>$__________</td>
</tr>
<tr>
<td>Broker Compensation</td>
<td>$__________</td>
</tr>
</tbody>
</table>

### 1100. Title Charges

<table>
<thead>
<tr>
<th>Title Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Settlement or Closing Fee</td>
<td>$__________</td>
</tr>
<tr>
<td>Owner’s Title Insurance</td>
<td>$__________</td>
</tr>
<tr>
<td>Lender’s Title Insurance</td>
<td>$__________</td>
</tr>
</tbody>
</table>

### 1200. Government Recording and Transfer Charges

<table>
<thead>
<tr>
<th>Government Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording Fees</td>
<td>$__________</td>
</tr>
<tr>
<td>Transfer Taxes</td>
<td>$__________</td>
</tr>
<tr>
<td>City/County Tax/Stamps</td>
<td>$__________</td>
</tr>
<tr>
<td>State Tax/Stamps</td>
<td>$__________</td>
</tr>
</tbody>
</table>

### 802. Credit or Charge for Interest Rate

<table>
<thead>
<tr>
<th>Credit or Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________</td>
<td></td>
</tr>
</tbody>
</table>

### 803. Adjusted Origination Charges

<table>
<thead>
<tr>
<th>Origination Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisal Fee to $__________</td>
<td></td>
</tr>
<tr>
<td>Credit Report to $__________</td>
<td></td>
</tr>
<tr>
<td>Tax Service to $__________</td>
<td></td>
</tr>
<tr>
<td>Flood Certification $__________</td>
<td></td>
</tr>
<tr>
<td>$__________</td>
<td></td>
</tr>
</tbody>
</table>

### 1300. Additional Settlement Charges

<table>
<thead>
<tr>
<th>Additional Settlement Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________</td>
<td></td>
</tr>
</tbody>
</table>

### Total Estimated Closing Costs

<table>
<thead>
<tr>
<th>Total Estimated Closing Costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________</td>
<td></td>
</tr>
</tbody>
</table>

### Symbols

- **S** – Paid by Seller
- **A** – APR Affected by Cost
- **S/A** – Paid by Seller & Others
- **O** – Paid by Other
- **B** – Paid by Broker
- **P** – Paid Outside Closing (POC)
- **L** – Paid by Lender
**Itemized Fee Worksheet**  
*(For Use with Service Providers and Investors)*  

Date:  

The information provided below reflects estimates of the charges that are likely to be incurred at the settlement of this loan. The fees listed are estimates; some actual charges may be more or less. This transaction may not involve a fee for every item listed.  

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<table>
<thead>
<tr>
<th>Loan Number:</th>
<th>Interest Rate:</th>
<th>Type of Loan:</th>
<th>Base Loan Amt:</th>
</tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Loan Program:</th>
<th>Term:</th>
<th>Sales Price:</th>
<th>Total Loan Amt:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Estimated Reserve/Prepaid Costs**  

900. Items Required by Lender to be Paid in Advance  

901. Daily Interest Days @ $ $ __________  
902. Mortgage Ins Premium to $ __________  
903. Homeowner’s Insurance to $ __________  
904. $ __________  
905. VA Funding Fee $ __________  
906. Flood Insurance $ __________  
907. $ __________  
908. $ __________  
909. $ __________  
910. $ __________  
911. $ __________  
912. $ __________  

1000. Reserves Deposited with Lender  

1001. Initial Deposit into Escrow Account $ __________  
1002. Homeowner’s Ins mths @ $ $ __________  
1003. Mortgage Ins mths @ $ $ __________  
1004. Property Taxes mths @ $ $ __________  
1005. City Property Tax mths @ $ $ __________  
1006. Flood Reserve mths @ $ $ __________  
1007. $ __________  
1008. mths @ $ $ __________  
1009. mths @ $ $ __________  
1010. USDA Annual Fee mths @ $ $ __________  
1011. Aggregate Adjustment $ __________  

Total Estimated Reserve/Prepaid Costs $ __________  

**Transaction Summary**  

Total Estimated Monthly Payment  

Principal and Interest $ __________  
Other Financing (P & I) $ __________  
Hazard Insurance $ __________  
Real Estate Taxes $ __________  
Mortgage Insurance $ __________  
HOA Dues $ __________  
Other $ __________  
Total Monthly Payment $ __________  

Total Estimated Funds Needed to Close  

Purchase Price/Payoff (+) $ __________  
Total Estimated Closing Costs (+) $ __________  
Total Estimated Reserve/Prepaid Costs (+) $ __________  
Discounts (if borrower will pay) (+) $ __________  
FHA UFMIP/VA Funding Fee (+) $ __________  
Total Costs (c) $ __________  

Loan Amount (–) $ __________  
Non-Borrower Paid Closing Costs (–) $ __________  
FHA UFMIP/VA Fee Financed (–) $ __________  
Total Lender Credit (–) $ __________  
Total Non-Borrower Paid CC (–) $ __________  
First Mortgage (–) $ __________  
Second Mortgage (Sub Financing) (–) $ __________  
Closing Costs from (–) $ __________  
Total Credits (d) $ __________  
(c – d) $ __________  

**Closing Costs Summary**  

Borrower Paid Closing Costs (a) $ __________  
Borrower Paid Closing Costs (a) $ __________  
Borrower Paid Closing Costs (a) $ __________  
Borrower Paid Closing Costs (a) $ __________  
Borrower Paid Closing Costs (a) $ __________  
Total Non-Borrower Paid CC (b) $ __________  
Total Lender Credit $ __________  
Total Closing Costs (a + b) $ __________  

**Legend**  

S – Paid by Seller  
B – Paid by Broker  
A – APR Affected by Cost  
S/ – Split by Seller & Others  
L – Paid by Lender  
O – Paid by Other  
P – Paid Outside Closing (POC)
### Part I – Identifying Information

<table>
<thead>
<tr>
<th>1. VA Application for</th>
<th>2. Agency Case No.</th>
<th>3. Lender's Case No.</th>
<th>4. Section of the Act (for HUD cases)</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Home Loan Guaranty</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUD/FHA Application for Insurance under the National Housing Act</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### (mark the type of application)

<table>
<thead>
<tr>
<th>Borrower’s Name &amp; Present Address (include zip code)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5. Borrower’s Name &amp; Present Address (include zip code)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Property Address (including name of subdivision, lot &amp; block no. &amp; zip code)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6. Property Address (including name of subdivision, lot &amp; block no. &amp; zip code)</th>
</tr>
</thead>
</table>

### Type or Print all entries clearly

#### VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran’s entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

#### Part II – Lender’s Certification

18. First Time Homebuyer?  
   a. ☐ Yes  
   b. ☐ No

19. VA Only  
   Title will be Vested in:  
   ☐ Veteran  
   ☐ Veteran & Spouse  
   ☐ Other (specify)

20. Purpose of Loan (blocks 9 – 12 are for VA loans only)  
   ☐ Purchase Existing Home Previously Occupied  
   ☐ Finance Improvements to Existing Property  
   ☐ Refinance (Refi.)  
   ☐ Purchase New Condo. Unit  
   ☐ Purchase Existing Condo. Unit  
   ☐ Purchase Existing Home Not Previously Occupied

19. VA Only  
   Title will be Vested in:  
   ☐ Veteran  
   ☐ Veteran & Spouse  
   ☐ Other (specify)

20. Purpose of Loan (blocks 9 – 12 are for VA loans only)  
   ☐ Purchase Existing Home Previously Occupied  
   ☐ Finance Improvements to Existing Property  
   ☐ Refinance (Refi.)  
   ☐ Purchase New Condo. Unit  
   ☐ Purchase Existing Condo. Unit  
   ☐ Purchase Existing Home Not Previously Occupied

### Part III – Notices to Borrowers

Public reporting burden for this collection of information is estimated to average 6 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number which can be located on the OMB Internet page at http://www.whitehouse.gov/omb/budget/HED/PrivacyAct.html. Privacy Act Information. The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). 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 and/or VA may conduct a computer match to verify the information you provide. HUD and/or VA 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 or VA, 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 VA or HUD/FHA 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 VA or HUD/FHA has a right of access.
Caution. 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 IV – 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/FHA, through a computer match conducted by HUD/FHA. I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD/FHA 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 redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA 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.

Part V – Borrower Certification

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>22a.</td>
<td>Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage? Yes</td>
</tr>
<tr>
<td>22b.</td>
<td>Is it to be sold? Yes</td>
</tr>
<tr>
<td>22c.</td>
<td>Original Mortgage Amount $</td>
</tr>
<tr>
<td>22d.</td>
<td>Address:</td>
</tr>
<tr>
<td>22e.</td>
<td>If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest? Yes</td>
</tr>
<tr>
<td>22f.</td>
<td>If you own more than four dwellings? Yes</td>
</tr>
</tbody>
</table>

23. Complete for VA-Guaranteed Mortgage. Have you ever had a VA home Loan? Yes | No

24. Applicable for Both VA & HUD. 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 VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA 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.

25. 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.

(2) Occupancy: (for VA only – mark the applicable box)

(a) I now occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.

(b) My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.

(c) I previously occupied the property securing this loan as my home. (for interest rate reductions)

(d) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)

Note: If box 2b or 2d is checked, the veteran’s spouse must also sign below.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that ($ ) is:

(a) the reasonable value of the property as determined by VA or HUD/FHA

(b) the statement of appraised value as determined by HUD/FHA

Note: If the contract price or cost exceeds the VA “Reasonable Value” or HUD/FHA “Statement of Appraised Value”, 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 VA or HUD/FHA 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 VA or HUD/FHA 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 VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

Note: If box 2b or 2d is checked, the veteran’s spouse must also sign below.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental 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 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.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs 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.

(6) For HUD Only (for properties constructed prior to 1978) I have received information on lead paint poisoning. Yes No Not Applicable

(7) I am aware that neither HUD/FHA nor VA warrants 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 Co-Borrower(s) Date Signed

(Borrowers Must Sign Both Parts IV & V) Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connaissance or conspiracy purposely to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA Commissioner.
You must read this entire document at the time you apply for the loan. Return one copy to lender as proof of notification and keep one copy for your records.

Condition of Property
The property you are buying is not HUD/FHA approved and HUD/FHA does not warrant the condition or the value of the property. An appraisal will be performed to estimate the value of the property, but this appraisal does not guarantee that the house is free of defects. You should inspect the property yourself very carefully or hire a professional inspection service to inspect the property for you.

Interest Rate and Discount Points
HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the lender you have chosen.

The interest rate, any discount points and the length of time the lender will honor the loan terms are all negotiated between you and the lender.

The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.

Lenders may agree to guarantee or “lock-in” the loan terms for a definite period of time (i.e., 15, 30, 60 days, etc.) or may permit your loan to be determined by future market conditions, also known as “floating”. Lenders may require a fee to lock in the interest rate or the terms of the loan, but must provide a written agreement covering a minimum of 15 days before the anticipated closing. Your agreement with the lender will determine the degree, if any, that the interest rate and discount points may rise before closing.

If the lender determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

Don’t Commit Loan Fraud
It is important for you to understand that you are required to provide complete and accurate information when applying for a mortgage loan.

Do not falsify information about your income or assets. Disclose all loans and debts (including money that may have been borrowed to make the downpayment).

Do not provide false letters-of-credit, cash-on-hand statements, gift letters or sweat equity letters.

Do not accept funds to be used for your downpayment from any other party (seller, real estate salesperson, builder, etc.).

Do not falsely certify that a property will be used for your primary residence when you are actually going to use it as a rental property.

Do not act as a “strawbuyer” (somebody who purchases a property for another person and then transfers title of the property to that person), nor should you give that person personal or credit information for them to use in any such scheme.

Do not apply for a loan by assuming the identity of another person.

Do not sign an incomplete or blank document; that is, one missing the name and address of the recipient and/or other important identifying information.

Penalties for Loan Fraud: Federal laws provide severe penalties for fraud, misrepresentation, or conspiracy to influence wrongly the issuance of mortgage insurance by HUD. You can be subject to a possible prison term and fine of up to $10,000 for providing false information. Additionally, you could be prohibited from obtaining a HUD-insured loan for an indefinite period.

Report Loan Fraud: If you are aware of any fraud in HUD programs or if an individual tries to persuade you to make false statements on a loan application, you should report the matter by calling your nearest HUD office or the HUD Regional Inspector General, or call the HUD Hotline on 1 (800) 347-3735.

Warning: It is a crime to knowingly make false statements to the United States Government on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Discrimination
If you believe you have been subject to discrimination because of race, color, religion, sex, handicap, familial status, or national origin, you should call HUD’s Fair Housing & Equal Opportunity Complaint Hotline: 1 (800) 669-9777.
About Prepayment

This notice is to advise you of the requirements that must be followed to accomplish a prepayment of your mortgage, and to prevent accrual of any interest after the date of prepayment.

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment, the prepayment must be received on the installment due date (the first day of the month) if the lender stated this policy in its response to a request for a payoff figure.

Otherwise, you may be required to pay interest on the amount prepaid through the end of the month. The lender can refuse to accept prepayment on any date other than the installment due date.

FHA Mortgage Insurance Information

Who may be eligible for a refund?

Premium Refund: You may be eligible for a refund of a portion of the insurance premium if you paid an upfront mortgage insurance premium at settlement and are refinancing with another FHA mortgage.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

Exceptions:

Assumptions: When a FHA insured loan is assumed the insurance remains in force (the seller receives no refund). The owner(s) of the property at the time the insurance is terminated is entitled to any refund.

FHA-to-FHA Refinance: When a FHA insured loan is refinanced, the refund from the old premium may be applied toward the upfront premium required for the new loan.

How are Refunds Determined?

The FHA Commissioner determines how much of the upfront premium is refunded when loans are terminated. Refunds are based on the number of months the loan is insured.

Monthly Insurance Premiums

In addition to an upfront mortgage insurance premium (UFMIP), you may also be charged a monthly mortgage insurance premium. You will pay the monthly premium for either:

- the first 11 years of the mortgage term, or the end of the mortgage term, whichever occurs first, if your mortgage had an original principal obligation (excluding financed UFMIP) with a loan-to-value (LTV) ratio of less than or equal to 90 percent; or
- the first 30 years of the mortgage term, or the end of the mortgage term, whichever occurs first, for any mortgage involving an original principal obligation (excluding financed UFMIP) with an LTV greater than 90 percent.

Important: The rules governing the eligibility for premium refunds are based on the financial status of the FHA insurance fund and are subject to change.

You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.

Acknowledgment: I acknowledge that I have read and received a copy of this notice at the time of loan application. This notice does not constitute a contract or binding agreement. It is designed to provide current HUD/FHA policy regarding refunds.

Signature & Date: ___________________________ Signature & Date: ___________________________

X ___________________________ X ___________________________

Signature & Date: ___________________________ Signature & Date: ___________________________

X ___________________________ X ___________________________
**FHA Amendatory Clause &
Real Estate Certification**

<table>
<thead>
<tr>
<th>Borrower Name(s):</th>
<th>Borrower Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Address:</th>
<th>FHA Case Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**FHA AMENDATORY CLAUSE**

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender, setting forth the appraised value of the property of not less than $_________.

The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

<table>
<thead>
<tr>
<th>Borrower</th>
<th>Date</th>
<th>Co-Borrower</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Seller</th>
<th>Date</th>
<th>Seller</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
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</table>

**REAL ESTATE CERTIFICATION**

The borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify that the terms and conditions of the sales contract are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

<table>
<thead>
<tr>
<th>Borrower</th>
<th>Date</th>
<th>Co-Borrower</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Seller</th>
<th>Date</th>
<th>Seller</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Listing Agent (Seller’s Agent)</th>
<th>Date</th>
<th>Selling Agent (Buyer’s Agent)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I/We understand that my (our) application for a FHA-insured mortgage is being requested under the Direct Endorsement (DE) program. The Lender has advised me (us) that the appraiser has assigned a value of $\text{[value]}$ to the property being purchased. I am (We are) aware that the final determination of value for mortgage insurance purposes will be made by the DE Underwriter after he/she reviews the report. It is understood that I (we) may elect to cancel the application or renegotiate with the seller if the DE Underwriter reduces the value below the amount set forth in the sales contract or requires additional repairs for which the seller will not be responsible.
FHA Identity of Interest Certification

<table>
<thead>
<tr>
<th>Borrower(s):</th>
<th>Broker/Lender:</th>
</tr>
</thead>
</table>

What is an “Identity of Interest?”

FHA defines an “Identity of Interest” as any relationship where the purchaser and seller are related, and/or affiliated through a business relationship. This could, for example, be parent/child as buyer/seller, corporation selling to an employee, persons who are partners in other projects as buyer/seller. FHA restricts the loan to value on such loans to 75% of the lesser of the property value plus closing costs or acquisition cost for investor properties/non-occupying co-borrower transactions; or 85% of the lesser of the property value plus closing costs or acquisition cost for owner-occupied properties.

Check the option below that describes your situation:

(  ) I do not have an “identity of interest” with the seller of the property I plan to purchase with the FHA financing for which I have applied.

(  ) I do have an “identity of interest” with the seller of the property I plan to purchase with the FHA financing for which I have applied. Further, I understand that my loan-to-value ratio is restricted as follows:
  - to 85% of the lesser of the property value plus closing costs or acquisition cost since I will occupy the property;
  - to 75% of the lesser of the property value plus closing costs or acquisition cost since there is a non-occupying co-borrower or a non-occupying borrower which will not occupy the property as a principal residence.
  - My relationship with the seller is: 

**Warning:** Our signature(s) below indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

I/We have received a copy of this disclosure.

<table>
<thead>
<tr>
<th>Borrower</th>
<th>Date</th>
<th>Co-Borrower</th>
<th>Date</th>
</tr>
</thead>
</table>

FHA Identity of Interest Certification 04/04 ~ Encompass™ from Ellie Mae ~ www.elliemaecom
Informed Consumer Choice Disclosure Notice

In addition to an FHA-insured mortgage, you may also qualify for other mortgage products offered by your lender. To assure that you are aware of possible choices in financing, your lender has prepared a comparison of the typical costs of alternative conventional mortgage product(s) below, using representative loan amounts and costs (the actual loan amounts and associated costs shown below will vary from your own mortgage loan transaction). You should study the comparison carefully, ask questions, and determine which product is best for you. The information provided below was prepared as of .

Neither your lender nor FHA warrants that you actually qualify for any mortgage loan offered by your lender. This notice is provided to you to identify the key differences between these mortgage products offered by your lender. This disclosure is not a contract and does not constitute loan approval. Actual mortgage approval can only be made following a full underwriting analysis by your mortgage lender.

<table>
<thead>
<tr>
<th></th>
<th>FHA Financing 203(b) Fixed Rate</th>
<th>Conventional Financing 95% with Mortgage Insurance (MI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sales Price</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>2. Mortgage Amount</td>
<td>$96,500 ($98,188 with upfront Mortgage Insurance Premium)</td>
<td>$95,000</td>
</tr>
<tr>
<td>3. Closing Costs</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>4. Downpayment Needed</td>
<td>$3,500</td>
<td>$5,000</td>
</tr>
<tr>
<td>5. Interest Rate and Term of Loan in Years</td>
<td>5.00% / 30 Year Loan</td>
<td>5.00% / 30 Year Loan</td>
</tr>
<tr>
<td>6. Monthly Payment (principal and interest only)</td>
<td>$527.09</td>
<td>$509.98</td>
</tr>
<tr>
<td>7. Loan-to-Value</td>
<td>96.50%</td>
<td>95%</td>
</tr>
<tr>
<td>8. Monthly Mortgage Insurance</td>
<td>$107.90 ¹</td>
<td>$53.04</td>
</tr>
<tr>
<td>9. Maximum Number of Years of Monthly Insurance Premium Payments</td>
<td>Loan Term</td>
<td>Approx. 9.9 Years</td>
</tr>
<tr>
<td>10. Upfront Mortgage Insurance Premium (if applicable)</td>
<td>$1688.00 ² (Included in Mortgage Amount, line 2)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

¹ Monthly mortgage insurance premiums are calculated on the average annual principal balance, i.e., as the amount you owe on the loan decreases each year, so does the amount of the monthly premium.

² Based on an upfront mortgage insurance premium rate of 1.750%.

Monthly Insurance Premiums

In addition to an upfront mortgage insurance premium (UFMIP), you may also be charged a monthly mortgage insurance premium. You will pay the monthly premium for either:

- The first 11 years of the mortgage term, or the end of the mortgage term, whichever occurs first, if your mortgage had an original principal obligation (excluding financed UFMIP) with a loan-to-value (LTV) ratio of less than or equal to 90 percent; or
- The first 30 years of the mortgage term, or the end of the mortgage term, whichever occurs first, for any mortgage involving an original principal obligation (excluding financed UFMIP) with an LTV greater than 90 percent.

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FHA Consumer Disclosure 04/2013 ~ Encompass360°
Notice to Homeowner – Assumption of HUD/FHA Insured Loans
Release of Personal Liability

Loan Number:  
FHA Case Number:  

You are legally obligated to make the monthly payments required by your mortgage (Deed of Trust) and promissory note.

The Department of Housing and Urban Development (HUD) has acted to keep Investors and non-creditworthy purchasers from acquiring one-to-four family residential properties covered by certain FHA-insured mortgages. There are minor exceptions to the restriction on investors: loans to public agencies and some non-profit organizations, Indian tribes or servicepersons; and loans under special mortgage insurance programs for property sold by HUD, rehabilitation loans or refinancing if insured mortgages. Your lender can advise you if you are included in one of these exceptions.

HUD will therefore direct the lender to accelerate this FHA-insured mortgage loan if all or part of the property is sold or transferred to a purchaser or recipient (1) who will not occupy the property as his or her principal residence, or (2) who does occupy the property whose credit has not been approved in accordance with HUD requirements. This policy will apply except for certain sales or transfers where acceleration is prohibited by law.

When a loan is accelerated, the entire balance is declared "immediately due and payable." Since HUD will not approve the sale of the property covered by this mortgage to an investor or to a person who has not been approved, you, the original homeowner, would remain liable for the mortgage debt even though the title to the property might have been transferred to the new buyer.

Even if you sell your home by letting an approved purchaser (that is, a credit-worthy owner-occupant) assume your mortgage, you are still liable for the mortgage debt unless you obtain a release from liability from your mortgage lender. FHA-approved lenders have been instructed by HUD to prepare such a release when a original homeowner sells his or her property to a creditworthy purchaser who executes an agreement to assume and pay the mortgage debt and thereby agrees to become the substitute mortgagor. The release is contained in Form HUD-92210-1, ("Approval of Purchaser and Release of Seller"). You should ask for it if the mortgage lender does not provide it to you automatically when you sell your home to a creditworthy owner-occupant purchaser who executes an agreement to assume personal liability for the debt. When this form is executed, you are no longer liable for the mortgage debt.

You must sign and date this Notice as indicated, return one copy to your lender as proof of notification and keep one copy for your records.

Borrower  Date  
Borrower  Date  
Borrower  Date  
Borrower  Date  

Instruction to Lender: A copy of this Notice must be given to the mortgagor(s) on or before the date of settlement. You should retain a signed copy in the origination file.
For Your Protection:  
Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

√ Evaluate the physical condition: structure, construction and mechanical systems;
√ Identify items that need to be repaired or replaced; and
√ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

√ Estimate the market value of a house;
√ Make sure that the house meets FHA minimum property standards/requirements; and
√ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.
U. S. Department of Housing and Urban Development

NOTICE TO PURCHASERS

THE IMPORTANCE OF A HOME INSPECTION

HUD Does NOT WARRANT THE CONDITION OF A PROPERTY. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Up to $200 of the cost to perform the inspection may be financed into your mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."

Date

__________________________________________
(Tear here)

WATCH OUT FOR LEAD-BASED PAINT POISONING!

If the home you intend to purchase was built before 1978, it may contain lead-based paint. About three out of every four pre-1978 buildings have lead-based paint.

WHAT IS LEAD POISONING?

Lead poisoning means having high concentrations of lead in the body.

LEAD CAN:
- Cause major health problems, especially in children under 7 years old.
- Damage a child's brain, nervous system, kidneys, hearing, or coordination.
- Affect learning.
- Cause behavior problems, blindness, and even death.
- Cause problems in pregnancy and affect a baby's normal development.

WHO GETS LEAD POISONING?

Anyone can get it, but children under 7 are at the greatest risk, because their bodies are not fully-grown and are easily damaged. The risk is worse if the child:
- Lives in an older home (built/constructed before 1978, and even more so before 1960).
- Does not eat regular meals (an empty stomach accepts lead more easily).
- Does not eat enough foods with iron or calcium.
- Has parents who work in lead-related jobs.
- Has played in the same places as brothers, sisters, and friends who have been lead poisoned.
(Lead poison cannot be spread from person to person. It comes from contact with lead.)

Women of childbearing age are also at risk, because lead poisoning can cause miscarriages, premature births, and the poison can be passed onto their unborn babies.

WHERE DOES IT COME FROM?

The lead hazards that children most often touch are lead dust, leaded soil, loose chips and chewable surfaces painted with lead-based paint. A child may be harmed when it puts into its mouth toys, pacifiers, or hands that have leaded soil or lead dust on them. Lead also comes from:
- Moving parts of windows and doors that can make lead dust and chips.
- Lead-based paint on windows, doors, wood trim, walls and cabinets in kitchens and bathrooms, on porches, stairs, railings, fire escapes and lampposts.
- Soil next to exterior of buildings that have been painted with lead-based paint and leaded gasoline dust in soil near busy streets.
- Drinking water. (pipes and solder)
- Parents who may bring lead dust home from work on skin, clothes, and hair.
- Colored newsprint and car batteries.
- Highly glazed pottery and cookware from other countries.
- Removing old paint when refinishing furniture.
In recent years some uses of lead in products that could cause lead poisoning have been reduced or banned. This is true for lead in gasoline, lead in solder used in water pipes, and lead in paint. Still, a great deal of lead remains in and around older homes, and lead-based paint and accompanying lead dust are seen as the major sources.

**HOW DO I KNOW IF MY CHILD IS AFFECTED?**

Is your child:
- Cranky?
- Vomiting?
- Tired?
- Unwilling to eat or play?
- Unable to concentrate?
- Hyperactive?
- Complaining of stomach aches or headaches?
- Playing with children who have these symptoms?

These can be signs of lead poisoning. However, your children might not show these signs and yet be poisoned; only your clinic or Doctor can test for sure.

**WHAT CAN I DO ABOUT IT?**

Your child should first be tested for lead in the blood between six months and one year old. Ask the clinic or your doctor to do it during a regular checkup. Your doctor will tell you how often you should have your child tested after that. A small amount of lead in the blood may not make your child seem very sick, but it can affect how well he or she can learn. If your child does have high amounts of lead in the blood, you should seek treatment and have your home tested for lead-based paint and lead dust.

**HOW DO I KNOW IF MY HOME HAS LEAD-BASED PAINT?**

The appraisal does not determine whether a home actually has lead-based paint. It only identifies whether there are defective paint surfaces in a home that might have lead-based paint. Therefore, the only way you can know for sure is to have the home tested by a qualified firm or laboratory. Both the interior and exterior should be tested. You should contact your local health or environmental office for help.

**WHAT DO I DO IF MY HOME DOES HAVE LEAD?**

*Do not try to get rid of lead-based paint yourself; you could make things worse for you and your family.* If your home contains lead-based paint, contact a company that specializes in lead-based paint abatement. Have professionals do the job correctly and safely. This may cost thousands of dollars, depending on the amount of lead-based paint and lead dust found in your home, but it will also protect you and your children from the effects of lead poisoning. In the meantime, there are things you can do **immediately,** to protect your child:

- Keep your child away from paint chips and dust.
- Wet-mop floors and wipe down surfaces often, especially where the floors and walls meet.
- Be sure to clean the space where the window sash rests on the sill. Keeping the floor clear of paint chips, dust and dirt is easy and very important.
- Do not sweep or vacuum lead-based paint chips or lead dust with an ordinary vacuum cleaner.
- Lead dust is so fine it will pass through a vacuum cleaner bag and spread into the air you breathe.
- Make sure your children wash their hands frequently and always before eating.
- Wash toys, teething rings, and pacifiers frequently.

**WILL HUD INSURE A MORTGAGE LOAN ON A HOME WITH LEAD-BASED PAINT?**

HUD may insure a mortgage on a house even with lead-based paint if defective paint surfaces are treated. HUD will not remove it. You will have to pay for the cost of removal yourself.

**ACKNOWLEDGMENT**

I acknowledge that I have received and read a copy of this Notice before signing the sales contract to purchase my property.

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Date