

APPENDIX 4

LAND STATUS AND JURISDICTION FORM
SECTION 184 INDIAN HOUSING LOAN GUARANTEE PROGRAM
HUD, OFFICE OF NATIVE AMERICAN PROGRAMS

NOTE TO BORROWERS, TRIBES, AND LENDERS: *This form is intended as a model only. Lenders and/or tribes may elect to use this or any other complete format to submit information about land type.*

APPLICANT NAME: _____

CO-APPLICANT NAME: _____

LENDER: _____

BORROWER'S TRIBE: _____

PROPOSED PROPERTY ADDRESS/LOCATION:

LAND STATUS:

_____ **TRIBAL TRUST LAND** (Attach a copy of a letter or other document from the tribe indicating the tribe's intention to permit the applicant to develop this site.)

_____ **FEE SIMPLE LAND** (Attach a copy of a map or legal description indicating that this land is within the IHA operating area.)

_____ **ALLOTTED OR INDIVIDUAL TRUST LAND** (Attach a copy of BIA document indicating that this land is held in trust for the applicant)

DOES THE TRIBE HAVE A TRIBAL COURT SYSTEM:

_____ YES _____ NO

IF YES, DOES THE TRIBAL COURT SYSTEM HAVE JURISDICTION TO HEAR FORECLOSURE AND/OR EVICTION CASES FOR THE PROPOSED SITE:

_____ YES _____ NO

SIGNATURE OF TRIBAL OFFICIAL:

SIGNATURE AND PRINTED NAME

TITLE

NAME OF TRIBE WHERE PROPERTY IS LOCATED

Mortgage Credit Analysis Worksheet

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0200 (exp. 12/31/2001)

Native American Loan Guarantee Program

See the Public Reporting Burden and Privacy Act statements on back

Section 184 Case Number						Type of Construction (check one) <input type="checkbox"/> Existing Construction <input type="checkbox"/> Proposed Construction			
1a. Borrower's name		2a. Social Security Number		3a. Age		4. Dependents		5. Marital Status	
1b. Co-Borrower's name		2b. Social Security Number		3b. Age		a. Numbers	b. Ages	a. <input type="checkbox"/> Married	
								b. <input type="checkbox"/> Separated	
								c. <input type="checkbox"/> Unmarried	
6a. Mortgage without LG Fee			6b. Total LG Fee (1% of maximum mortgage)		6c. Mortgage with LG Fee		7. a. Total Closing Costs		
							b. Less Paid by Seller _____		
							c. Borrower's Closing Costs		
8. Current housing expenses		9. Term of loan (years)	10. Interest rate (%)	11. First-time Homebuyer? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Adj. buy-down interest rate %		13. Appraised Value	
14. Settlement Requirements/Mortgage Calculation					16. Debts & Obligations			Monthly Payment	
a. Contract Sales Price or Construction Cost					a. Total installment debt			Unpaid Balance	
b. Repairs & Improvements					b. Child support, etc.				
c. Borrower-paid Closing Costs (from line 7c)					c. Other				
d. Sales Concessions (subtract)					d. Total monthly payments				
e. Acquisition Cost (sum of lines 14a + b + c minus 14d)					17. Future Monthly Payments				
f. Multiply Acquisition Cost (line 14e) by					a. Principal & Interest — 1st mortgage				
0.9775 if greater than \$50,000					b. Homeowners Association Fee				
0.9875 if \$50,000 or less					c. Ground rent				
g. Mortgage (without LG Fee) (lowest of 14f, 18b, or 18e)					d. Principal & Interest — 2nd mortgage				
h. Required investment (line 14e minus line 14g)					e. Hazard insurance				
i. Discounts					f. Taxes & special assessments				
j. Prepayable expenses					g. Total mortgage payment				
k. LG Fee paid in cash					h. Recurring expenses (from line 16d)				
l. Non-Realty and other items (see 14d)					i. Total fixed payment				
m. Total requirements (sum of lines 14h - 14l)					18. Ratios/Residual Income				
n. Amount paid in <input type="checkbox"/> cash <input type="checkbox"/> other (explain)					a. Loan-to-value (line 14g ÷ item 13)				
o. Amount to be paid in <input type="checkbox"/> cash <input type="checkbox"/> other					b. Value				
p. Assets available					(item 13) x 0.9775 if greater than \$50,000				
q. 2nd mortgage proceeds (if applicable)					(item 13) x 0.9875 if \$50,000 or less				
15. Monthly Effective Income					c. Total fixed payment-to-income (line 17i ÷ line 15f)				
a. Borrowers base pay					d. Residual Income (15f x 0.80 - 17g - 16d)				
b. Borrowers other earnings (explain)					e. 150% of FHA Mortgage Limit				
c. Co-borrowers base pay					19. Borrower Rating (enter "A" for acceptable or "R" for reject)				
d. Co-borrowers other earnings (explain)					a. Credit characteristics				
e. Net income from real estate					b. Adequacy of effective income				
f. Gross monthly income					c. Stability of effective income				
Remarks: (attach additional paper if needed)					d. Adequacy of available assets				
					20. Contract Sales Price of Property (line 14a)				
					a. 6% of line 20				
					b. Total Seller Contribution				
					c. Excess Contribution				
21. Borrower's CAIVR number				Co-borrower's CAIVR number					
22. Total Amount of Gifts									
					\$				

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001,1010,1012; 31U.S.C. 3729,3802)

Final application decision <input type="checkbox"/> Approved	Underwriters signature & date	HUD Representatives signature & date
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<input type="checkbox"/> Reject	X	X
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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 collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 184 of the Housing and Community Development Act of 1992, as amended by Section 701 of the Native America Housing Assistance and Self-Determination Act of 1996 and implementing regulations at 24 CFR Section 1005. HUD has the authority to guarantee loans for the construction, acquisition, or rehabilitation of 1- to 4-family homes to be owned by Native Americans on restricted Indian lands. Mortgage lenders (mortgagees) provide borrower and tender information to HUD for the guarantee of the loan. Responses to the collection of information are required to obtain a benefit. The information requested is considered sensitive and is protected by the Privacy Act.

Sensitive Information: The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment inconvenience, or unfairness to any individual on whom the information is maintained.

Line 14d (Subtract Sales Concessions): Refers to seller-paid prepaid items, personal property items, seller concessions exceeding 6% from Attachment A, etc. This does not include seller-paid closing costs from line 7b. This amount should also appear on line 141 to correctly determine total cash requirements.

Loan Guarantee Case Number: Lender: Borrower(s): Property Address (street, city, state and zip code):	184 MAXIMUM MORTGAGE WORKSHEET FOR REHABILITATION AND SINGLE CLOSE LOANS
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ALLOWABLE COSTS FOR REHABILITATION OR SINGLE CLOSE LOANS	
1. Total Costs of Repair or Construction (from Specification of Repair or Contractor Work Write-up)	\$
2. Contingency Reserve on Repair or Construction Cost ()%	\$
3. Inspection Fees (x \$ per inspection) + Title Update Fee (x \$ per draw)	\$
4. Mortgage Payments Escrowed (months x \$) =	\$
5. SUB-TOTAL for Rehabilitation or Construction Escrow Account (total of 1-4):	\$
6. Architectural and Engineering Fees:	\$
7. Permits and other Fees (explain in remarks):	\$
8. SUB-TOTAL for release at closing (total of 6 & 7):	\$
9. TOTAL Rehabilitation or Construction Costs (total of 5 and 8):	\$

WHERE TO TRANSFER NUMBERS FROM THE ABOVE WORKSHEET TO THE MORTGAGE CREDIT ANALYSIS WORKSHEET:

WORKSHEET
Line 9

MCAW
Line 14a

SECTION 184 LOAN GUARANTEE FIRM COMMITMENT FORM

U.S. Department of Housing and Urban Development

Office of Native American Programs

General Commitment Conditions

- 1. Maximum Mortgage Amount and Term:** a) Occupant Mortgagors: Mortgage amount and terms assume satisfactory owner-occupant mortgagor(s) or qualified fl-IA or Tribe. b) Changes: HUD may, due to a significant negative event affecting The homebuyer's income, liabilities or credit, change The mortgage amount and term.
- 2. Validity Period:** This document expires 60 days from The issue date with an optional 60-day extension at HUD's discretion.
- 3. Cancellation:** This document may be cancelled alter 60 days from The date of issuance if construction has not started.
- 4. Property Standards:** All construction, repairs, or alterations proposed in the application or on the construction exhibits returned herewith must equal or exceed applicable codes and HUD requirements.

Section 184 Case Number: _____ Date issued: _____
INST Reference Number: _____ Expiration Date: _____
Lender: _____
Borrower: _____
Property Address: _____

_____ Purchase Existing _____ Rehab Existing _____ New Construction _____ Purchase & Rehab
_____ Manufactured Existing Housing

COMMITMENT TERMS

Estimated Value of Property: _____ Commitment Amount: _____
Maximum Mortgage Amount: _____ Loan Term (Years): _____
Interest Rate: _____

Monthly Expense Estimate:

Insurance _____
Taxes and/or lease payment _____
Maintenance and repairs _____
Heat and utilities _____
Condominium community expense _____
Total Expenses _____

_____ Approved _____ Rejected by Director, Office of Loan Guarantee, National ONAP

Signature

Date

Typed or Printed Name

COMMITMENT CONDITIONS

HUD's commitment to guarantee a mortgage on this property is dependent on the completion of the conditions listed below. HUD does not guarantee the work done to comply with the conditions. Estimated Remaining Economic Life of this property is _____ years. This property _____ is _____ is not eligible for maximum financing (maximum loan-to-value ratio mortgage). Describe commitment conditions below:

Form HUD 53037

Appendix 4-5

SECTION 184 LOAN GUARANTEE FIRM COMMITMENT FORM

U.S. Department of Housing and Urban Development
Office of Native American Programs

Page 2 of 2

LANGUAGE TO BE INCLUDED IN THE SALES CONTRACT

If you signed your sales contract prior to receiving this statement of appraised value, the sales contract must include, or be changed to include, the following language:

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 mortgagee has delivered to the purchaser a written statement issued by the Assistant Secretary for Native American Programs setting forth The appraised value of The property of not less than \$ _____ which statement the mortgagee hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the mortgagee. The purchaser shall, however, 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 (HUD) will guarantee. 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.

Amount to be Borrowed: When you borrow to buy a home, you pay interest and other charges which add to your cost. A larger down payment will result in a smaller mortgage. Borrow as little as you .need and repay in the shortest time.

ADVICE TO HOMEBUYERS

Prepaid Items: These are charges that normally will be paid at closing and are recurring in nature. They include such items as funds for real estate taxes and hazard insurance. The amount of these items will vary depending upon the closing date. No estimate is provided with this statement.

Escrow Account: This is a special account that your lender will keep on your behalf to save the necessary funds to pay certain future bills. Your mortgage payment will include, in addition to an amount for interest and principal, amounts to cover such items as property taxes and hazard insurance. These charges are collected in advance so that your lender will have enough money in the account to apply the charge when it comes due. Generally, 1/12 of the next year's estimated charges will be the amount collected with each of your monthly mortgage payments. Bear in mind that in most communities, taxes and other operating costs are increasing. The estimates should give some idea of what you can extract the costs to be at the beginning, in some areas, the estimate of taxes may also include charges such as sewer charges, garbage collection fee, water rates, etc.

Loan Guarantee Fee (LGF): The amount for guaranteeing your mortgage. The LGF may be financed into your mortgage.

Estimated Monthly Expenses: These are costs associated with homeownership which HUD believes the homeowners will have to pay when living in the property. Two examples of 'estimated monthly expenses' are fire insurance and taxes, which are paid to your lender each month as pan of your mortgage payment. These are put into your escrow account.

Other Costs of Homeownership: Utilities are usually paid monthly to whomever provides the service. Also, you should save a certain amount each month to cover repair and maintenance costs which will come up while you own your home.

Late Payments: If you do not pay your mortgage payment within 15 days from the last day of the month, you can be charged a penalty. This may be four cents for each dollar of your payment.

New Construction: After specifications are accepted by HUD before construction, the builder is required to warrant that the house substantially conforms to approved plans and specifications. This warranty is for one year following the date on which title is transferred to the original buyer or the date on which the house was first lived in, whichever happens first. If, during the warranty period, you notice defects for which you believe the builder is responsible, ask the builder in writing to fix them. You cannot expect the builder to fix damage caused by ordinary wear and tear or by poor maintenance.

Form HUD 53037

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF NATIVE AMERICAN PROGRAMS**

IMPORTANCE OF HOME INSPECTIONS

HUD DOES NOT WARRANT THE VALUE OR THE CONDITION OF A HOME

HUD's Office of Native American Programs requires the lender to have an appraiser determine the value of the property which you are purchasing, it is an estimate only and is used to determine the amount of mortgage which HUD will guarantee and if the condition of the property makes it eligible for HUD mortgage guarantee. The appraisal, however, is not a guarantee that the property is free of defects.

As the purchaser, YOU should carefully examine the property or have it inspected by a qualified home inspection company to make sure that the condition is acceptable to you. You should do this before you sign the sales contract or make the contract contingent on the inspection. If repairs are needed, you may negotiate with the owner about having the faults corrected.

There is no requirement that you hire an inspector. If you choose to, the cost of the inspection up to \$300 may be included in our mortgage loan. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading, "Home Inspection Services", or your Tribe or Housing Authority may have a listing of these companies.

Borrower(s) Signature

CONSTRUCTION LOAN AGREEMENT

This Agreement is made this _____ day of _____, 20____, between _____ (Borrower) and _____ (Lender) to establish the conditions under which the Lender will advance proceeds of a loan to be used to purchase and construct the property described below. The property is located on the Reservation of _____ (Tribe) State of _____ and/or is describe as:

1. The loan will be in the principal sum of _____ Dollars (\$) to be advanced by Lender to Borrower as provided in this agreement and will be secured by a mortgage or deed of trust (Mortgage), which will be a first lien on the property.
2. Payments required under the mortgage or deed of trust must be made by the Borrower on the date specified, even though the proposed construction may not be completed or the property may not be suitable for occupancy, on the anticipated date.
3. The Lender intends to request the Assistant Secretary for Public and Indian Housing (Assistant Secretary) to guarantee the loan under the provisions of Section 184 of the Housing and Community Development Act of 1992; therefore, Borrower agrees to conform to, and to cause the unit to be constructed in conformance with, all requirements of HUD.
4. The Lender will place funds allocated to construction, contingency reserve, mortgage payments and fees totaling \$ _____) in a secured interest bearing account, trust or escrow for the benefit of the Borrower (hereafter "escrowed funds"). The income earned on the escrowed funds will be paid upon issuance of the Final Release Notice or such earlier time as agreeable to the Lender. If the Borrower should default under the mortgage or deed of trust, funds in the interest bearing account trust, or escrow that have not been approved for disbursement shall be applied to the unpaid balance of the loan.

Lender shall release the escrow funds by check, payable to the Borrower and the contractor or other appropriate payee who performed the work and supplied the materials in connection with this Agreement. The funds shall not be released until a Draw Request signed by both the Mortgagor and contractor, and, except for a possible payment for materials and shipping, an executed Compliance Inspection Report (Form HUD-92051) are approved by the Mortgagee. The Final Release of the escrow funds is to take place only after the final acceptance of work by local or tribal jurisdiction.

The Lender or HUD may determine that additional compliance inspections are required throughout the construction period to ensure that the work is progressing in a satisfactory manner. However release of funds is not authorized on this type of inspection. The Borrower or builder is responsible for paying the inspection fee. The Lender may require a property inspection if there have been no draw requests for more than 30 days.

If a Mortgage Payment Reserve is established in the escrow account, the Lender may draw from the account to make the monthly mortgage payments provided the dwelling has not been occupied and/or the Final Release Notice has not been issued.

5. The amount specified in paragraph 1 includes the contingency reserve. If the contingency reserve or any part thereof is not used, the remaining balance will be applied as a partial prepayment of the loan, if the contingency reserve is part of the mortgage. However, such prepayment will not extend or postpone the due date of any monthly installment due under the note, nor change the amount of such installments. If the Borrower, (or other person, organization or agency) put his or her own money into the contingency reserve account then the Borrower can be refunded the money remaining in the account after the issuance of the Final Release Notice.
6. The Borrower will complete all construction on the property in accordance with the architectural exhibits as accepted by the Lender and/or HUD.
7. Changes in the architectural exhibits must be approved by HUD prior to the beginning of construction. Construction must be 100 percent complete on each change order item before release of any monies.
8. Borrower will cause all improvements to be made in a workmanlike manner and in accordance with all applicable statutes and regulations. All licenses, permits and privileges required by local or tribal governmental authorities to construct the property will be obtained by the Borrower or his/her contractor.
9. Representatives of the Lender and HUD shall have the right to enter upon the property at all times during the period of construction and on completion of construction to determine whether the work conforms with this agreement and to determine the amount of the Construction Escrow Account to be released by the Lender.
10. Borrower will furnish such records, contracts, bills and other documents relating to the property and the construction as the Lender or HUD may require.
11. Without prior, written consent of the Lender, no materials, equipment fixtures, or any part of construction financed with this loan shall be purchased or installed subject to conditional sales contracts, security agreements or lease agreements. In addition, no right may be reserved or accrued to anyone to remove or repossess any item, or to consider it as personal property.
12. The Borrower shall cause either this instrument or the construction contract to be filed in the public or tribal records, if the effect of recording will be to relieve the mortgage property from mechanic's and material men's liens. Before any advance under this agreement, the Lender may require the Borrower to obtain acknowledgement of payment and releases of lien from the contractor and all subcontractors and material men dealing directly with the principal contractor. These releases shall cover the period down to the date covered by the last advance, and concurrently with the final payment for the entire project. Such acknowledgements and releases shall be in the form required by local, tribal or state lien laws and shall cover all work done, labor performed and materials (including equipment and fixtures) furnished for the project.
13. Borrower shall cause work to begin within 30 days following the date of this agreement. Borrower shall have work completed within ____ months following the date of this agreement. Work shall be

performed with reasonable diligence; therefore, work is never to cease for more than 30 consecutive days. Should Borrower fail to comply with these terms, the Lender may refuse to make further payments under this agreement. Any funds remaining in the Construction Escrow Account shall be applied as a prepayment to the mortgage.

14. In the event any Stop Notices, Notices to Withhold, Mechanic's Liens, or claims of liens are filed against the property, the Lender, after five (5) days' notice to the undersigned of its intention to do so, may pay any or all such liens or claims, or may contest the validity of any of them, paying all costs and expenses of contesting the same.
15. Failure of the Borrower to perform under the terms of this Construction Escrow Account shall make the loan amount, at the option of the Lender, due and payable.
16. The borrower acknowledges receipt of the accepted architectural exhibits that are incorporated into this agreement which copies are maintained by the Lender and in the HUD Program Office of Native American Programs.

Borrower(s) Signature(s)

Date

Lender Signature

Date

CONSTRUCTION LOAN RIDER

THIS CONSTRUCTION LOAN RIDER is made this _____ day of, 20__ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (Security Instrument) of the same date given by the undersigned (Borrower) to secure Borrower's Note (Note) to

(lender) of the same date and covering the property described in the Security Instrument and located at:

(property address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. All replacements and additions, and Borrower's interest in the Construction Escrow Account established in connection with this Security Instrument shall be covered by this Security Instrument.
- B. Loan proceeds are to be advanced for the construction of the premises in accordance with the Construction Loan Agreement dated _____, 20__, between the borrower and lender. This agreement is incorporated by reference and made a part of this mortgage. No advances shall be made unless approved by the Assistant Secretary of Public and Indian Housing, Department of Housing and Urban Development.
- C. If the construction is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the lender is vested with full authority to take the necessary steps to protect the construction and the property from harm, continue existing contracts or enter into necessary contracts to complete the construction. All sums expended for such protection shall be added to the principal indebtedness, and be secured by the mortgage and be due and payable on demand with interest as set out in the note.
- D. If the borrower fails to make any payment or to perform any other obligation under the loan, including the commencement progress, and completion provisions of the Construction Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of the lender, be in default.

BY SIGNING BELOW, Borrower accepts and agrees to the terms of the covenants contained in this Construction Loan Rider.

Signature/Date Borrower

SINGLE CLOSE
184 APPLICANT ACKNOWLEDGEMENT

I/We, the undersigned, do hereby acknowledge and understand that at the time of the loan closing of HUD 184 Guaranteed Construction/Permanent Loan, for which I/we have applied to _____ (lender), the proceeds designated for the construction, including a contingency reserve in the amount of \$_____ (received from the borrower/loan proceeds), are to be placed in an interest bearing escrow account.

If there are unused contingency funds, mortgage payments or inspection fees in the Construction Escrow Account after the Final Release is processed, _____ (lender), in compliance with HUD regulations, *must* apply those funds to prepay the mortgage principal, provided those items are a part of the mortgage.

The net income (interest) earned by the Construction Escrow Account will be (1) paid to me/us or (2) applied to prepay the mortgage principal upon the completion of construction. This account is not, nor shall it be treated as an escrow for the paying of real estate taxes, insurance premiums, delinquent notes, ground rents, or assessments.

I/We hereby request that _____ (lender), after final inspection is satisfactorily complete and the final release has been processed, will:

- Pay the net interest income directly to me/us.
- Apply the net interest income directly to the mortgage principal balance for an equal amount of principal reduction.
- Other:

I/We further acknowledge, that if required to protect the priority of the Security Instrument, that _____ (lender) may retain the holdback, for a period not to exceed 35 days (or the time period to required by law to file a lien, whichever is longer), to ensure compliance with state lien waiver laws or other state or tribal requirements. A copy of the final inspection report and Final Release Notice will be provided to me/us.

I/We further understand that the Appraiser and Inspectors obligation is to assist the lender in determining the eligibility of the property for HUD guarantee purposes only and that I/we are responsible to determine the soundness of the property before and after construction, including value, cost estimates and the ability of the contractor to complete the construction in a satisfactory workman like manner in compliance with all accepted exhibits and local codes and ordinances.

Applicant Signature (DATE)

Co-Applicant Signature (DATE)

**WAIVER OF CONTINGENCY RESERVE
(under \$7,500 only)**

I/We the undersigned do hereby acknowledge and understand that the Section 184 Guaranteed Rehabilitation Loan for

(Borrower)

(Co-Borrower)

does not include a contingency reserve for unforeseen circumstances during the construction/rehabilitation period. We further understand the construction/rehabilitation must be completed as the property was appraised and that any cost of unforeseen expenses will not be the responsibility of The U.S. Department of Housing and Urban Development (HUD).

Borrower/Date

Co-Borrower/Date

Lender/Date

Construction/Rehabilitation Contractor (if applicable)/Date

CONTINGENCY RELEASE LETTER

184 Case No.: _____

Property Address: _____

To: Mortgagee

We have received and reviewed your request for release of \$_____, the contingency reserve for the subject 184 mortgage. Your request is approved/disapproved, of the amount of \$_____.

_____ (DATE)
Director, Loan Guarantee
Program ONAP

FINAL RELEASE NOTICE

184 Case No.: _____

Property Address: _____

To: Mortgagee

We have reviewed the final inspection of the construction of the subject property.

Based on our findings and the documentation in the file, you are hereby authorized to release the final draw along with the holdback. However, if it is required to protect the priority of the Security Instrument, the hold back may be retained for a period not to exceed 35 days (or the time period required by law to file a first lien, whichever is longer), to ensure compliance with state lien waiver laws or other state or tribal requirements.

The mortgage must be prepaid in the amount of \$_____, which represents the balance of the contingency reserve, mortgage payment reserve, inspection fees or other miscellaneous fees that were financed and not approved for release.

Director, Loan Guarantee
Program ONAP

MORTGAGOR'S LETTER OF COMPLETION

To: Lender

RE: 184 Case No.: _____

Lender's Loan No.: _____

Property Address: _____

The construction, as outlined in the Construction Loan Agreement (including architectural exhibits), has been completed in a workmanlike manner to my/our satisfaction to the above mentioned property.

I/We request that the Final Inspection by the HUD approved inspector and the Final Release of funds from the Construction Escrow Account be made after you receive an acceptable Final Compliance Inspection Report.

I/We understand that you, the lender, if required to protect the priority of the Security Instrument, may retain any "Holdback" reserve funds for a period of not more than thirty-five (35) days or a longer time period allowable by state laws to ensure against any liens resulting from the construction of the home on the subject property. However, at the earliest possible date, I/we request any such funds be released as is appropriate.

This request also directs you to properly distribute the funds in the Construction Escrow Account that represent the balance of the Contingency Reserve, Mortgage Payment Reserve, and inspection fees and other miscellaneous fees (if applicable) that were not used.

Borrower(s) Signature (DATE)

**RIDER FOR SECTION 184 MORTGAGE
(LEASEHOLD)**

THIS RIDER FOR SECTION 184 MORTGAGE is made this _____ day of _____, 20____ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to _____ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. The interests of the Borrower in the property described above were created by a lease agreement from _____ as lessor dated _____, 20____. Any reference to the "Property" shall be construed as referring only to the interest of Borrower created by such lease or any replacement lease (as applicable).
- B. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable. Section 184 of the Housing and Community Development Act grants to any such court the jurisdiction to convey to the Secretary the remaining life of a lease on the property and to order eviction of the delinquent Borrower.
- C. Any purchaser at foreclosure sale other than the Secretary must receive the written consent of the lessor or, if lessor is not an Indian tribe, the tribe of which lessor is a member. The purchaser shall receive a lease for the remaining term of the existing lease unless the tribe consents to an assumption of the existing lease.
- D. This Security Instrument may be assumed, subject to credit approval by the Lender/HUD and the consent of the tribe to an assumption of the existing lease or the grant of the new lease. Assumption shall not cause any adjustment of the interest rate.
- E. A sale of property subject to the Security Instrument without an assumption of the Security Instrument may be made if a new lease for the remaining term of the existing lease is granted.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for Section 184 Mortgage.

_____ (SEAL)

Borrower

_____ (SEAL)

Borrower

RIDER FOR SECTION 184 MORTGAGE

FEE SIMPLE PROPERTY ONLY

THIS RIDER FOR SECTION 184 MORTGAGE on FEE SIMPLE PROPERTY ONLY (not Trust or Allotted Land) is made this _____ day of _____ 20____ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to _____ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows:

1. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable.
2. This security instrument may be assumed, subject to credit approval by the Lender/HUD. Assumption shall not cause any adjustment of the interest rate.
3. Any and all foreclosure proceedings pertaining to the Security Instrument and any judgments arising from such proceedings are subject to the provisions of Section 184 of the Housing and Community Development Act of 1992, as amended, or any successor Act, and any regulations promulgated thereunder, as well as the applicable provisions of the foreclosure laws of the court of competent jurisdiction, if applicable.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for a Section 184 Mortgage for the Fee Simple Property.

(Seal) BORROWER

(Seal) BORROWER

**RIDER FOR SECTION 184
INDIVIDUAL ALLOTTED TRUST LAND
(NO LEASE)**

THIS RIDER FOR SECTION 184 MORTGAGE is made this _____ day of _____, 20_____, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to _____ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

(PROPERTY ADDRESS)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable. Section 184 of the Community Housing and Development Act grants to any such court the jurisdiction to convey the property to the Secretary and to order eviction of the delinquent Borrower. In the event of foreclosure, the land shall not be removed from trust or restricted status except upon application to the Secretary of the Interior or his duly authorized representative.
- B. The mortgagee or the Secretary shall not sell, transfer or otherwise dispose of or alienate the property except to an eligible tribal member, the Indian tribe, or the Indian housing authority or TDHE servicing the Indian tribe.
- C. This Security Instrument may be assumed, subject to credit approval by the Lender/HUD by any eligible tribal member, the Indian tribe, or the Indian housing authority or TDHE servicing the Indian tribe. Assumption shall not cause any adjustment of the interest rate.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for Section 184 Mortgage.

Borrower

Borrower

**Transmittal for
Loan Guarantee Fee (LGF)
Native American Loan Guarantee Program**

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0200 (exp. 12/31/2001)

Public reporting burden for this collection of information is estimated to average 5 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 collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 184 of the Housing and Community Development Act of 1992, as amended by Section 701 of the Native American Housing Assistance and Self-Determination Act of 1996 and implementing regulations at 24 CFR Section 1005. HUD has the authority to guarantee loans for the construction, acquisition, or rehabilitation of 1- to 4-family homes to be owned by Native Americans on restricted Indian lands. Mortgage lenders (mortgagees) provide borrower and lender information to HUD for the guarantee of the loan. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

This transmittal shall be prepared by the remitting mortgagee to accompany all LGF payments sent to HUD.
Incomplete and/or inaccurate data may delay endorsement of the 184 case involved.

Mail all transmittals to: HUD c/o Processing Center, PC Box 198353, Atlanta, GA 30384-8353.

<p>Part 1 Lender Information</p> <p>1a. Reason for Payment <input type="checkbox"/> Initial Fee on a new loan <input type="checkbox"/> Additional Fee on an underpayment <input type="checkbox"/> Late Charge/Interest</p> <p>1b. Lender's Name (print)</p> <p>1c. Lender Number (10 digits)</p>	<p>Instructions: Part 1 Lender Information</p> <p>1a. Check the appropriate box(es) to indicate the purpose of the transmittal.</p> <p>1b. Enter the name of the remitting Lender.</p> <p>1c. Enter the remitting Lender's ID number. The LGF statement of account confirming receipt of the funds will be sent to the related address in HUD's records.</p>
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1d. Name of Person to be contacted regarding this payment	1e. Phone Number (include area code & extension)
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<p>Part 2 Mortgage Data</p> <p>2a. 184 Case Number (10 digits, 3 + 7)</p> <p>2b. Closing Date (mm/dd/yy)</p> <p>2c. Terms in Months (1) <input type="checkbox"/> 1 to 215 months LG Fee Financed? (2) <input type="checkbox"/> 216 to 264 months <input type="checkbox"/> Yes (3) <input type="checkbox"/> 265 to 300 months <input type="checkbox"/> No (4) <input type="checkbox"/> over 300 months</p> <p>2d. Mortgage Amount \$</p> <p>2e. Percentage of the LGF Financed %</p> <p>2f. Borrower's Loan Number of Last name</p>	<p>Instructions: Part 2 LGF Mortgage Data</p> <p>2a. Enter the 184 Case Number assigned by HUD.</p> <p>2b. Enter the closing date of the mortgage.</p> <p>2c. Check the box indicating the number of payments in the mortgage. 2d. Enter the mortgage amount.</p> <p>2e. Enter the percent of LGF financed, e.g. 0% or 100%</p> <p>2f. Enter the borrower's loan number of the borrower's last name. HUD will include this information on the LGF statement of account to assist mortgagees in matching statements to the appropriate mortgage file.</p>
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<p>Part 3 Loan Guarantee Fee Data</p> <p>3a. Fee Amount for Mortgage \$</p> <p>3b. Late Charge Due (4% of 3a) \$</p> <p>3c. Interest Due \$</p> <p>3d. Total Amount of Check (3a plus 3b plus 3c) \$</p>	<p>Instructions: Part 3 LGF Data</p> <p>3a. Enter the LGF due HUD as shown on form HUD-1, Settlement Statement, or if applicable, the additional LGF being remitted.</p> <p>3b. A 4% late charge shall be paid if the LGF is not expected to reach HUD within 15 days of the closing date entered in item 2b. Enter 4% of the Net LGF shown in item 3a.</p> <p>3c. In addition to the late charge, daily interest shall be paid on the Net LGF (item 3a) from the closing date if the LGF payment is not expected to reach HUD within 30 days of the closing date. Use the current value of Federal funds rate (published annually in the Federal Register) to compute the interest due.</p> <p>3d. Enter the total of items 3a plus 3b plus 3c. This amount must equal the amount of the check. An individual check is required for each form HUD-53038. Do not combine remittances</p>
---	--

Indian Loan Guarantee Certificate**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing

1. 184 Case Number	2. Amortization Plan:	3. LTV Ratio	4. Living Units:	5. Borrower Type	6. Control Number:
7. Name of Borrower (last, first, MI):	8. Social Security Number:	9. Mortgage Amount:	10. Interest rate: %	11. Monthly Payment (P&I)	
12. Name of Co-Borrower (last, first, MI)	13. Social Security Number:	14. Maturity Date:	15. First Payment	16. Endorsement Date:	
17. Address of Property:					

18. Lender's Name, Address, & ID Number:

Endorsed for guarantee when signed below by an authorized agent of the Assistant Secretary for Public and Indian Housing.
A copy of this certificate must accompany any claim for guarantee benefits submitted to HUD.

X

This certificate, when endorsed above by an authorized agent of the Assistant Secretary for Public and Indian Housing, is evidence of guarantee of the mortgagee loan described herein under the Section 184 of the Housing and Community Development Act of 1992 (P.L. 102550) and regulations of the U.S. Department of Housing and Urban Development published in Code of the Federal Regulations (24 CFR 1005).

Sensitive Information: The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

form HUD-53039 (10/94)

form HUD-53039 (10/94)

SAMPLE DRAW REQUEST

U.S. Department of Housing and Urban Development
Section 184 Indian Housing Loan Guarantee

Program

Borrowers Name & Property Address:

Lenders Name & Address:

This Draw Number Date:

Construction Item	Total Escrow	Previous Draw (1)	Request for This Draw (2)	Total of Column (1) & (2)	Accepted Amounts Due
Well Drilling/Permits/Equipment					
Excavation/Site Preparation					
Foundation/Slab					
Modular Delivered					
Affixed to Foundation					
Foundation Damp Proofed					
Backfilled					
Septic					
Plumbing Hookup					
Electrical Hookup					
Heating System					
Finished Grading					
Finished Landscaping					
Exterior steps/porches/decks					
Gutters/Downspouts					
Driveway/Walkway					
Appliances					
Masonry					
Siding					
Roof					
Shutters					
Paint (exterior/interior)					
Caulking					
Fencing					
Grading					
Windows					
Weather Stripping					
Doors (Exterior/Interior)					
Partition Walls					
Plaster/Drywall					
Decorating					

CONSTRUCTION WORK ORDER

SPECIFICATION OF REPAIRS

Applicant's Name _____ Property Address _____ City _____ State _____ Zip _____	Contact Name _____ Contact Phone No. _____ Best Time to Call _____
Loan Guarantee No. _____ Mtg. Co. Loan No. _____ Estimated Number of Mos. Needed to Complete Work _____	Contractor's Name _____ Address _____ City _____ State _____ Zip _____ Telephone No. _____ License No. _____
Assigned Appraiser _____ Telephone No. _____	Assigned Plan Reviewer _____ Telephone No. _____

STEP-BY-STEP PROCEDURES

1. Each line must be addressed by either filling in the information or entering "NONE" in the "SUBTOTAL" section. (Print or Type)
2. Description of Materials. HUD Form 92005 needs to be used listing all materials. For items such as: kitchen cabinets, appliances, heating and air condition, etc., make and model number.
3. Inspection report from a qualified architect, engineer or inspection service.
4. Set of architectural plans should be attached for new construction. They must show the property address and the borrower's name. Floor plan, building section, elevations and plot plan needs to be included.)
5. Transfer the costs to draw request form for each construction draw.
6. The sales contract should be attached, indicating that the loan is contingent upon HUD 184 loan approval.
7. If Owner performs any of the work other than painting and cleaning, a letter detailing his/her qualifications to perform the work is necessary, (normally three years full time employment as a building trades employee). Homeowner may not be reimbursed for labor.
8. Definitions of Abbreviations:
 Linear Feet = LF Each = EA Square Feet = SF Square Yard = SY Lump Sum = LS

1. MASONRY

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Point brick work	SF				
Stucco	SF				
Build brick wall	SF				
Build masonry, brick or stone chimney	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 1 \$ _____

2. SIDING

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Replace defective siding	SF				
Replace defective facia (REDWOOD)	LF				
Replace defective soffit	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 2 \$ _____

3. GUTTERS & DOWNSPOUTS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Replace gutters & downspouts MINIMUM R6 GA	LF				
Clean gutters & open downspouts	LS				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 3 \$ _____

4. ROOF

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install a new built up roof, with new metal gravel stops	SF				
Install 240# Sealtab asphalt shingles on all roofs with a 3:12 pitch or greater	SF				
Remove old roofing (if more than 2 layers)	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 4 \$ _____

5. SHUTTERS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install shutters at windows	Pair				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 5 \$ _____

6. EXTERIORS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Remove defective, buckled wood members	LF				
Provide a structurally sound porch floor, properly finished	SF				
Replace existing porch with masonry steps and stoops	SF				
Provide ornamental iron or wood railing or parts	LF				
Provide wood deck with foundation finished	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 6 \$ _____

7. WALKS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install new concrete walks (Minimum 36" W)	SF				
Install concrete steps (Minimum 36" W)	LF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 7 \$ _____

8. DRIVEWAYS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Remove old driveway and apron	SF				
Install blacktop drive min. 2" over existing drive and apron	SF				
Install new concrete driveway min 4" and apron with wire mesh Control Joints every 10'	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 8 \$ _____

9. PAINT — EXTERIOR

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Scrape, sand smooth and paint a minimum two coats good quality paint at all exterior woodwork and metal. All old, defective paint to be removed in accordance with lead-based paint removal procedures	LS				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 9 \$ _____

10. CAULKING

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Caulk all windows and door frames	EA				
Caulk cracks in concrete flatwork with silicone	EA				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 10 \$ _____

11. FENCING

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install new fencing	LF				
Reset existing fencing	LS				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 11 \$ _____

12. GRADING

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Remove debris from yards finish earth; then grade and seed Minimum 6" fall in first 10' away from building	LS				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 12 \$ _____

13. WINDOWS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install new replacement windows	EA				
Replace rotted or defective sash	EA				
Replace rotted or defective sill	EA				
Replace basement windows	EA				
Replace cracked/broken glass	EA				
Replace missing glazing putty	EA				
Repair/replace missing screens	EA				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 13 \$ _____

14. WEATHERSTRIPPING

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install new weatherstripping at all exterior doors	LF				
Weatherstrip all windows	EA				
Install metal interlocking thresholds at exterior doors	EA				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 14 \$ _____

15. DOORS — EXTERIOR

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install 1-3/4" exterior doors	EA				
Install three (3) new door butts (Brand)	EA				
Install exterior door trim	LF				
Install new lockset (Brand and Series)	EA				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 15 \$ _____

16. DOORS — INTERIOR

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Replace defective doors	EA				
Replace new doors with new locksets	EA				
Install lockset where missing or malfunctioning	EA				
Readjust all doors for proper closing	EA				
Install bedroom closet doors	EA				
Install bi-fold doors	EA				
Install trim around doors	EA				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 16 \$ _____

17. PARTITION

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Framing of new walls and partitions (Do not include drywall costs)	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 17 \$ _____

18. PLASTER/DRYWALL (to U.S. Gypsum Standards)

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Patch all defective plaster/ drywall to match existing wall or ceiling finish	LS				
Install new drywall	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 18 \$ _____

19. DECORATING

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Paint all interior walls & trim (all old, defective paint to be removed in accordance with lead paint removal procedures) (2 coats primer and finish)	LS				
Removal all existing wallpaper	SF				
Wallpaper walls	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 19 \$ _____

20. WOOD TRIM

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Replace all cracked, broken, mismatched trim, jambs, etc.	LF				
Remove all unused hinges, curtain rod hangers, nails, screws, etc.	EA				
Replace all wood trim at interior door units, base, shoe & other trim	LF				
Replace defective wall paneling	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 20 \$ _____

21. STAIRS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Replace bad basement treads, and risers	LF				
Replace main stairs, treads & risers	LF				
Replace broken and/or missing baluster	LF				
Provide hand rails, etc.	LF				
Install new stairs at basement	LS				
Install new stairs	LS				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 21 \$ _____

22. CLOSETS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install shelves	LF				
Install clothing rods	LF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 22 \$ _____

23. WOOD FLOORS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Replace all defective flooring, holes in floors, etc. with wood flooring to match existing floors	SF				
Sand, fill & refinish wood floors	SF				
Install new hardwood floors	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 23 \$ _____

24. FINISHED FLOORS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install vinyl asbestos tile or sheet goods w/1/4" underlayment					
Kitchen:	SY				
Bath:	SY				
Install carpet & pad	SY				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 24 \$ _____

25. CERAMIC TILE

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install ceramic tile wainscot in bathroom area for shower height	SF				
Install ceramic tile floor	SF				
Install Marlite wainscot above bathtub area for shower height	SF				
Replace defective tile in bath	SF				
Replace defective tile in vestibule	SF				
Replace defective tile in kitchen	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 25 \$ _____

26. BATH ACCESSORIES

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Replace medicine cabinet in bath	EA				
Install paper holder	EA				
Install towel bar	EA				
Install soap dish	EA				
Install grab bar in tub/shower	EA				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 26 \$ _____

27. PLUMBING

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install new hot & cold water piping	LF				
Install 30 gal. (min) glass-lined gas hot water heater (52 gallon if electric)	EA				
Install new kitchen sink	EA				
Install 3-piece bathroom with shower over tub	LS				
Install laundry tray with faucet	EA				
Replace washers at faucets	EA				
Replace defective sewer lines	LF				
Replace defective faucets	EA				
Replace lead pipes	LF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 27 \$ _____

28. ELECTRICAL

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install 100 amp service	LS				
Replace all frayed exterior wire from service to main & into ext. panel box	LS				
Install new wall switches	EA				
Install new lighting fixtures (describe)	EA				
Install new exterior lighting	EA				
Replace wall receptacles	EA				
Install three (3) way switch	EA				
Install smoke detector(s)	EA				
Bath exhaust fan(s)	EA				
Install GFCI outlets	EA				
Install new wiring	LF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 28 \$ _____

29. HEATING

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install new Gas forced-warm air furnace	EA				
Install new hot water boiler	EA				
Install automatic flow-control valve	EA				
Install temperature control valve at boiler	EA				
Install heat supply outlet in each room	LS				
Install heat (FWA) grills	EA				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 29 \$ _____

30. INSULATION

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install crawl space R-_____ Exterior walls or joists	SF				
Install Attic R-_____	SF				
Install R-13 batts in exterior walls	SF				
Install 6 mil vapor barrier in crawl space	SF				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 30 \$ _____

31. CABINETRY

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Base cabinets	LF				
Kitchen countertops	LS				
Wall cabinets	LF				
Vanities	EA				
Vanity countertop(s)	LS				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 31 \$ _____

32. APPLIANCES*

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Range	EA				
Refrigerator	EA				
Dishwasher	EA				
Disposal	EA				
Range Hood Fan	EA				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
 _____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS: SUB-TOTAL SECTION NO. 32 \$ _____

33. BASEMENTS

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Install a min 4" thick concrete floor with 6 x 6 10/10 mesh and control joints every 400 sq ft	SF				
Fur out walls	SF				
Install new sump pump & pit	EA				
Replace damaged joists	EA				
Termite treatment/dry rot infestation	LS				

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 33 \$ _____

34. CLEANUP

	Unit.	\$ Cost	Qty	Total	Describe the work to be done
Remove debris from property exterior					
Remove debris from property interior including crawlspace and attic					
Broom clean floors, clean ALL windows					
Clean all plumbing, fixtures & appliances					

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor

_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 34 \$ _____

35. MISCELLANEOUS

Describe any main dwelling materials, equipment or construction liens not shown elsewhere; or to provide additional information where The space provided was inadequate. (Always reference by item number to correspond to number used on this form.)

This portion of the work will be done by: (initial one) _____ Owner _____ Contractor _____ Subcontractor
_____ Required Repair _____ Permit Necessary

See Description of Materials Form HUD 92005 See Item No. _____

COMMENTS:

SUB-TOTAL SECTION NO. 35 \$ _____

RECAP OF SUBTOTALS

1. Masonry	\$	18. Plaster/Drywall	\$	35. Miscellaneous	\$	
2. Siding	\$	19. Decorating	\$	Subtotal Construction Costs	\$	
3. Gutters & Downspouts	\$	20. Wood Trim	\$	36. ALLOWABLE FEES		
4. Roof	\$	21. Stairs	\$		Consultant Fee	\$
5. Shutters	\$	22. Closets	\$		Plan Review Fee	\$
6. Exteriors	\$	23. Wood Floors	\$		Supp Orig Fee	\$
7. Walks	\$	24. Finished floors	\$		Prop Insp (4x50)	\$
8. Driveways	\$	25. Ceramic tile	\$		I/C Disb (4x50)	\$
9. Paint (exterior)	\$	26. Bath accessories	\$		Building Permits	\$
10. Caulking	\$	27. Plumbing	\$		Architectural – Engineer	\$
11. Fencing	\$	28. Electrical	\$		Subtotal (#36)	\$
12. Grading	\$	29. Heating	\$		37. 10-20 Percent Contingency	\$
13. Windows	\$	30. Insulation	\$	38. Monthly Payment Reserve	\$	
14. Weatherstripping	\$	31. Cabinetry	\$	39. Discount on Const.	\$	
15. Doors (exterior)	\$	32. Appliances	\$	Total Cost of Allowable Fees	\$	
16. Doors (interior)	\$	33. Basements	\$			
17. Partition Walls	\$	34. Cleanup	\$	GRAND TOTAL	\$	

Signature and Date (Purchaser): _____

X _____

X _____

Signature and Date (Contractor): _____

X _____

Signature and Date (Fee Inspector): _____

X _____

90 OR MORE DAYS DELINQUENT NOTICE

LOAN GUARANTEE NO. _____

BORROWER

SSN

CO-BORROWER

SSN

PROPERTY STREET NO. _____

PROPERTY STREET NAME _____

PROPERTY CITY NAME _____

PROPERTY STATE NAME _____

PROPERTY ZIP CODE _____

LENDER LOAN NO. _____ OUI DATE _____ UNPAID BALANCE _____

MORTGAGE STATUS/DATE* _____ FIRST PAYMENT DUE DATE _____

OCCUPANCY STATUS _____

LENDER _____ ID # _____ PHONE _____

SERVICING OFFICE _____

* See Status of Mortgage Codes

STATUS OF MORTGAGE CODES

- A. **90 or more Days Delinquent.** The case is 90 or more days delinquent, but no action is reported under codes B through G of this section. Also, when this code is used, enter the date (MMYY) the case is reported for the first time.
- B. **Foreclosure Started.** Enter the date the first legal action is taken to foreclose (for example, the filing of a complaint or the publication of notice of sale)
- C. **Foreclosure Completed.** The forced sale of the mortgaged property, either by court or other prescribed method, occurred. Also enter the date (MMYY) of sale. Continue to report the case in this status until you report it under Code D of this section.
- D. **Property Conveyed to HUD.** The deed was filed for record to HUD after completion of foreclosure. Also enter date (MMYY) of action. **Do not report case again.**
- E. **Assignment Completed.** The assignment of mortgage was filed for record to HUD. Also enter date (MMYY) of filing. **Do not report case again.**
- F. **Paid to less than 90 days delinquent.** Also enter the date (MMYY) when delinquency was reduced to less than 90 days.
- G. **Reinstated by mortgagor (who retains ownership).** Also enter the date (MMYY) when reinstated to current status. **Do not report case in future reports unless it returns to 90 days + delinquency status.**
- H. **Reinstated by assumptor.** Also enter the date (MMYY) when the assumption took place. **Do not report case in future reports unless it returns to 90 days + delinquency status.**
- I. **Paid in full.** Also enter the date (MMYY) when loan was paid in full. **Do not report case again.**
- J. **Servicing transferred or sold to another mortgagee.** Also enter the date (MMYY) when loan was paid in full. **Do not report case again.**

Consult legal counsel prior to using any documents

SELF-HELP AGREEMENT

(Single Close)

Borrower's Name(s):	184 Case No.		
Property Address:	City:	State:	Zip:
Telephone Number: Work: ()	Home: ()		

I hereby certify that I have the time, skills, the tools, and the resolve to complete all items identified on the plans and specifications and work writeup to be completed by me in a professional and timely manner. The quality of the workmanship and materials will be at or above those specified in the work writeup and plans/specifications. Should the quality of the work and/or the materials be unacceptable to the lender approved inspector, I agree that the work will be redone and/or the materials replaced at my own cost.

I further certify that I have, on my own, reviewed the plans and specifications and the cost estimates and that I have made contact with various contractors and/or subcontractors for those portions of the construction job that are necessary to let out for contract. I have personally made an investigation of my selected contractor's workmanship, capacity to complete my job in a timely manner, and have on my own, selected the contractor(s) who will complete the construction of this project. I understand that if my contractor's costs increase over and above this initially approved amount, and if increases will not be covered by executed and approved change orders with funding from my contingency account, I have the funds necessary to pay the contractor and complete the job.

I further agree that I will furnish such excess funds directly to the lender to be placed in the contingency reserve account for my use. I agree that these funds will remain irrevocably committed to this project and may not be withdrawn for any other purposes. Upon the completion of this project, any funds remaining in this contingency reserve account will be returned to me if I placed the funds into the account, otherwise, the money will be paid down on the mortgage principal or used to make additional improvements to the property.

I further certify that I will complete this job within the contract period as set forth in the Construction Loan Agreement. I understand that for all payments a 10 percent holdback (retainage) will be withheld and will be returned after final completion after the Lender determines that no liens will be placed on the property.

I further certify that I will provide paid receipts and lien waivers for specific identifiable items when requested by the lender. I understand that I can only request a draw inspection for the actual cost of construction and that any savings can be used to make further improvements to the property.

I further certify that NO ESCROWED FUNDS WILL BE USED TO PAY FOR MATERIALS STORED ON SITE OR IN ANY OTHER LOCATION, except for purchase orders for kitchen/bath cabinetry and finish flooring. I agree that disbursement of any monies may be made only AFTER the work has been installed, completed, inspected, and approved by the inspector.

I agree that if I make any changes to the work write-up document as approved and made a part of the Construction Loan Agreement, I will secure a written and approved change order PRIOR TO THE CHANGE, using form HUD 92577. I understand that any work completed prior to the acceptance of the change order will be at my own risk and that I may have to pay for the work out of my own funds.

I will secure all required (City/State/County/Tribal) permits prior to starting construction and to hold HUD and the Lender harmless for all actions of myself and my contractor, subcontractors and/or suppliers on this job. I also understand that all payment(s) are subject to inspection and approval by the approved inspector.

I agree to obtain a Hazard Insurance Policy to insure against fire, windstorm, hail and other extended coverage (also known as Builders Risk Policy, HO, Rental Dwelling Insurance Policy) in the amount equal to or greater than the total of all financing sources and have provided or will provide a copy of the insurance policy and paid receipt to the Lender. I also agree to obtain a Liability Policy if the above listed policies do not provide such coverage for injury, death, etc. to other (non worker) persons who may enter onto the job site.

I also agree to obtain a Certificate of Insurance of any subcontractor(s) for workman's compensation, which at a minimum will provide liability coverage for any persons working at this project.

I now wish to proceed with this job on my own as above described and in compliance with the accepted architectural exhibits. I agree to secure proper insurance verification from all contractors and/or subcontractors and I further certify that all contracts are strictly between myself and my contractors, subcontractors, and/or suppliers, and I hereby hold HUD and the Lender harmless from any problems whatsoever that might develop between myself and my contractors, subcontractors, and/or suppliers. If I wish further assurances and/or warranties from the workmen or the suppliers, I will secure them prior to payout.

Signed as of the Date Shown Below:

Borrower: _____

Co-Borrower _____

Witness: _____

Date: _____

BORROWER/CONTRACTOR AGREEMENT

(SAMPLE DOCUMENT)

Loan No. _____

Borrower's Name(s): _____	Case No.: _____
Property Address: _____ _____	
Borrower's Phone: Home: () _____ Work: () _____	
Contractor's Name: _____	
State of: _____ License No: _____	
Address: _____ _____	
Phone: () _____	

THIS AGREEMENT, made this date, _____, between the above mentioned Homeowner (Owner) and Contractor, is for the construction or rehabilitation of the property, indicated above, that has been approved for a loan under the Section 184 Program. The Owner shall pay the contractor the sum of \$ _____ for completion of the work, including all sales tax due by law, together with increases or decreases in the contract price as may be approved in writing by the Lender. The work will begin within 30 days of loan closing with the Lender, and will be completed by _____, unless delayed beyond the Contractor's control. The General Provisions listed below are made a part of this agreement. The contract documents consist of the architectural exhibits listed in the Construction Loan Agreement between the Owner and the Lender, or as described below (or on an attached sheet):

Owner(s) Signature(s) and Date

Contractor's Signature and Date

1. Contract Documents: This Agreement includes all general provisions, special provisions, and architectural exhibits that were accepted by the Lender. Work not covered by this agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. By executing this Agreement, the contractor represents that he/she has visited the site and understands local conditions, including state and local building regulations and conditions under which the work is to be performed.

2. Owner: Unless otherwise provided for in the Agreement, the owner will secure and pay for necessary easements, exceptions from zoning requirements, or other actions that must precede the approval of permits for this project. If owner fails to do so then this contract is void. If the contractor fails to correct defective work or persistently fails to carry out the work in accordance with the agreement of general provisions, the owner may order the contractor in writing to stop such work, or a part of the work, until the cause for the order has been eliminated.

3. Contractor: The contractor will supervise and direct the work, and the work of all subcontractors if any. He/she will use the best skill and attention and will be solely responsible for all construction methods and materials and for coordinating all portions of the work. Unless otherwise specified in the Agreement, the contractor will provide and/or pay for all labor, materials, equipment, tools,

machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work. The contractor will maintain order and discipline among all employees and will not assign anyone unfit for the task. The contractor warrants to the owner that all materials and equipment incorporated are new and that all work will be of good quality and free of defects or faults. The contractor will pay for building permits, other permits, fees, inspections and licenses necessary for completion of the work unless otherwise specified herein. The contractor will indemnify and hold harmless the owner from and against all claims, damages, losses expenses, legal fees or other costs arising or resulting from the contractor's performance of the work, or provisions of this section. The contractor will comply with all rules, regulations, laws, ordinances and order of any public authority of HUD's Inspector's bearing on the performance of the work. The contractor is responsible for and indemnifies the owner against acts and omissions of employees, subcontractors and their employees, or others performing the work under this Agreement with the contractor. The contractor will provide shop drawings, samples, product data or other information provided for in this Agreement, where necessary.

4. Subcontractor: Selected by the contractor, except that the contractor will not employ any subcontractor to whom the owner may have a reasonable objection, nor will the contractor be required by the owner to employ any subcontractor to whom the contractor has a reasonable objection.

5. Work by Owner or Other Contractor: The owner reserves the right to perform work related to the project, but which is not a part of this Agreement, and to award separate contracts in connection with other portions of the project not detailed in this Agreement. All contractors and subcontractors will be afforded reasonable opportunity for the storage of materials and equipment by the owner and by each other. Any costs arising by defective or ill-timed work will be borne by the responsible party.

6. Binding Arbitration: Claims or disputes relating to the Agreement or General Provisions will be resolved by the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) unless both parties mutually agree to other methods. The notice of the demand for arbitration must be filed in writing with the other party to this Agreement and with the AAA and must be made in a reasonable time after the dispute has arisen. The award rendered by the arbitration(s) will be considered final and judgment will be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. Clean Up and Trash Removal: The contractor will keep the owner's residence free from waste or rubbish resulting from the work. All waste, rubbish, tools, construction materials and machinery will be removed promptly after completion of the work by the contractor.

8. Time: With respect to the scheduled completion of the work, time is of the essence. If the contractor is delayed at anytime in the progress of the work by change orders, fire, labor disputes, acts of God or other causes beyond the contractor's control, the completion schedule for the work or affected parts of the work may be extended by the same amount of time caused by the delay. The contractor must begin work no later than 30 days after loan closing and will not cease work for more than 30 consecutive days.

9. Payments and Completion: Payments may be withheld because of: (1) defective work not remedied; (2) failure of contractor to make proper payments to subcontractors, workers or suppliers; (3) persistent failure to carry out work in accordance with this Agreement or these general conditions, or (4) legal claims. The final payment will be due after complete release of any and all liens arising out of the contract or submission of receipts or other evidence of payment covering all subcontractors or suppliers who could file such a lien. The contractor agrees to indemnify the owner against such liens and will refund all monies, including costs and reasonable attorney's fees, paid by the owner in discharging the debt. A 10 percent holdback is required by the lender to assure the work has been properly completed and there are no liens on the property.

10. Protection of Property and Persons: The contractor is responsible for initiating, maintaining and supervising all necessary or required safety programs. The contractor must comply with all applicable laws, regulations, ordinances, orders or laws of federal, state, county or local governments. The contractor will indemnify the owner for all property loss or damage to the owner caused by his/her employees or his/her direct or sub tier subcontractors.

11. Insurance: The contractor will purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners(s) property resulting from the conduct of this contract.

12. Changes in the Contract: The owner may order changes, additions, or modifications (using form HUD

92577) without invalidating the contract. Such changes must be in writing and signed by the owner and accepted by the lender and HUD. Not all change order requests may be accepted by the lender, therefore, the contractor proceeds at their own risk if work is completed without an accepted change order.

13. Correction of Deficiencies: The contractor must correct promptly any work of his/her own or his/her subcontractors found to be defective or not complying with the terms of the contract.

14. Warranty: The contractor will provide a one-year warranty on all labor and materials used in the construction or rehabilitation of the property. This warranty must extend one year from the date of completion of the contract or longer if prescribed by law unless otherwise specified by other terms of this contract. Disputes will be resolved through the Construction Industry Arbitration Rules of the American Arbitration Association.

15. Termination: If the owner fails to make a payment under the terms of this Agreement, through no fault of the contractor, the contractor may, upon ten working days written notice to the owner, and if not satisfied, terminate this Agreement. The owner will be responsible for paying the contractor for all work completed.

If the contractor fails to or neglects to carry out the terms of the contract, the owner, after ten working days written notice to the contractor, may terminate this Agreement. The owner may finish the job by whatever reasonable method the owner deems expedient. If the cost of completion exceeds the contract balance, the difference, as well as reasonable attorney's fees if necessary, will be paid to the owner by the contractor.

NOTICE OF SERVICING LENDER CHANGE

Loan Guarantee No.	_____
Mortgagor	_____
Co-Mortgagor	_____
Property Street Address	_____
City/State/Zip Code	_____
Previous Lender Name	_____
Address	_____
New Servicing Lender Name	_____
Address	_____
Phone No.	_____
Lender No.	_____
Loan No.	_____
Date Servicing Acquired	_____

BORROWER INFORMATION PACKET COVER LETTER

Dear Mr. And Mrs. Borrower:

We want to help you save your home. If the reason for your failure to pay your mortgage was due to a temporary situation that will soon be corrected, we may be able to work with you to arrange for repayment on terms you can afford. Or, we may be able to work out another alternative acceptable to you. Please call _____ - at _____ as soon as possible to pursue this option (TDD _____).

We have enclosed the pamphlet "Saving Your Home" which describes methods to assist you in bringing your mortgage current. The pamphlet also addresses other alternative to foreclosure. Foreclosure is the legal means that we may use to take ownership of your home if you do not make your mortgage payments.

Your mortgage payments of \$ _____ plus late charges of \$ _____ for the months of _____ and _____ are past due. If these payments are not received by _____, you could lose your home. If you have already mailed the payments, please accept our thanks.

Prior to contacting us, you should contact a HUD-approved housing counseling agency. A list of agencies is enclosed. A counselor will review your financial situation. The counselor may be able to suggest how you can arrange to pay the overdue payment(s) and make timely mortgage payments in the future. The counselor will also discuss other available options. You may also want to contact your tribe for any assistance they can provide.

We want to help you save your home. Please read the pamphlet carefully. It could assist you in preventing foreclosure.

Sincerely,

ABC Mortgage Company
Enclosures:
List of Housing Counseling Agencies
HUD Pamphlet PA-426-H

Environmental Assessment and Compliance Findings for the Related Laws

RMS: HI-00487R

U.S. Department of Housing and Urban Development

1. Project Number:	
HUD Program:	
2. Date Received	

Findings and Recommendations are to be prepared **after the** environmental analysis is completed. complete items 1 through 15 as appropriate for all projects. For projects requiring an environmental assessment, also complete Parts A and B. For projects categorically excluded under 24 CFR 50.20, complete Part A. Attach notes and source documentation that support the findings.

3. Project Name and Location: (Street, City, County, State)	4. Applicant Name and Address (Street, City, State, Zip Code)
---	---

5. <input type="checkbox"/> Multifamily <input type="checkbox"/> Elderly <input type="checkbox"/> Other (if Other, explain)	6. Number of: _____ Dwelling Units _____ Buildings _____ Stories _____ Acres	7. Displacement: <input type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, explain)
--	---	--

8. <input type="checkbox"/> New Construction <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Other (if Other, explain)	10. Planning Findings: Is the project in compliance or conformance with the following plans? Local Zoning: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable Coastal Zone: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable Air Quality (SIP): <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable Explain any "No" answer: _____ Are there any unresolved conflicts concerning the use of the site (if Yes, explain) <input type="checkbox"/> No <input type="checkbox"/> Yes
--	---

9. Has an environmental report (Federal, State, or local) been used in completing this form? <input type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, identify)

11. Environmental Finding: (check one) <input type="checkbox"/> Categorical exclusion is made in accordance with §50.20 or <input type="checkbox"/> Environmental Assessment and a Finding of No Significant Impact (FONSI) is made in accordance with §50.33 or <input type="checkbox"/> Environmental Assessment and a Finding of Significant Impact is made, and an Environmental Impact Statement is required in accordance with §§50.33(d) and 50.41.

<input type="checkbox"/> Project is recommended for approval (List any conditions and requirements)	<input type="checkbox"/> Project is recommended for rejection (State reasons):
---	--

12. Preparer: (signature)	Date:	13. Supervisor: (signature)	Date
---------------------------	-------	-----------------------------	------

14. Comments by Environmental Clearance Officer (ECO):
required for projects over 200 lots/units

ECO: (signature) X	Date:
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15. Comments (if any) by HUD Approving Official:

HUD Approving Official: (signature) X	Date:
---	-------

Part A. Compliance Findings for §50.4 Related Laws and Authorities

§50.4 Laws and Authorities	Project is in Compliance		Source Documentation and Requirements for Approval
	Yes	No	
16. Coastal Barrier Resources			
17. Floodplain Management (24 CFR Part 55)			
18. Historic Preservation (36 CFR Part 800)			
19. Noise Abatement (24 CFR Part 51 Subpart B)			
20. Hazardous Operations (24 CFR Part 51 Subpart C)			
21. Airport Hazards (24 CFR Part 51 Subpart D)			
22. Protection of Wetlands (E.O. 11990)			
23. Toxic Chemicals & Radioactive Materials (§50.3(i))			
24. Other §50.4 authorities (e.g., endangered species, sole source aquifers, farmlands protection, flood insurance, environmental justice)			

Part B. Environmental/Program Factors

Factors	Anticipated Impact/Deficiencies			Source Documentation and Requirements for Approval
	None	Minor	Major	
25. Unique Natural Features and Areas				
26. Site Suitability, Access, and Compatibility with surrounding development				
27. Soil Stability, Erosion, and Drainage				
28. Nuisances and Hazards (natural and built)				
29. Water Supply / Sanitary Sewers				
30. Solid Waste Disposal				
31. Schools, Parks, Recreation, and Social Services				
32. Emergency Health Care, Fire and Police Services				
33. Commercial/Retail and Transportation				
34. Other				

“Existing Construction”

ENVIRONMENTAL REVIEW RECORD

COMPLIANCE WITH 24 CFR 58.6

FLOOD DISASTER PROTECTION ACT

1. Is the project located within a Special Flood Hazard Area as mapped by the Federal Emergency Management Agency (FEMA)? _____ Yes _____ No
2. If the project site has not been mapped by FEMA, is it in a flood prone area as determined by another qualified source?

Source Documentation: _____

If the answer to either question 1 or 2 is yes, the project cannot proceed unless flood insurance is obtained through the National Flood Insurance Program.

Insurance Policy Number: _____

COASTAL BARRIER IMPROVEMENT ACT

1. Is the project located within a designated coastal resource area? ____ Yes ____ No

NOTE: There are no coastal barriers along the Pacific coast.

RUNWAY CLEAR ZONE/CLEAR ZONE

1. Does the project involve the sale or acquisition of existing property within an FAA-designated runway clear zone?
_____ Yes _____ No

Source documentation: _____

If yes, responsibility entity must advise the buyer of existing conditions/implications and a disclaimer signed by owner must be attached.

PREPARED BY: _____ **DATE:** _____

**“New Construction - 1-4 Units on one Site
or 5 or more units on scattered site (2000 ft)”
STATUTORY WORKSHEET**

Use this worksheet only for HUD projects which are Categorically Excluded per 24 CFR Section 58.35(a).

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION - Include all contemplated actions which logically are either geographically or functionally part of the project:

This project is determined to be categorically excluded according to: [Cite section(s)]_____

DIRECTIONS - Write “A” in the Status Column when the project, by its nature, does not affect the resources under consideration; OR write “B” if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data. Attach reviews, consultations, special studies as needed.

Compliance Factors:

Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5

Status
A / B

Compliance Finding and Documentation

Historic Preservation [36 CFR Part 800]		
Floodplain Management [24 CFR 55, Executive Order 11988]		
Wetland Protection [Executive Order 11990]		
Coastal Zone Management Act [Sections 307(c), (d)]		
Sole Source Aquifers [40 CFR 149]		
Endangered Species Act [50 CFR 402]		
Wild and Scenic Rivers Act [Sections 7(b), and (c)]		
Clean Air Act - [Sections 176(c), (d), and 40 CFR 6, 51, 93]		

Farmland Protection Policy Act [7 CFR 658]		
Environmental Justice [Executive Order 12898]		
HUD ENVIRONMENTAL STANDARDS Noise Abatement and Control [24 CFR 51B]		
Explosive and Flammable Operations [24 CFR 51C]		
Toxic Chemicals and Radioactive Materials [HUD Notice 79-33]		
Airport Clear Zones and Accident Potential Zones [24 CFR 51D]		

DETERMINATION:

- () This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be drawn down** for this (now) EXEMPT project; OR
- () This project cannot convert to Exempt because one or more statutes/authorities require consultation or mitigation. Complete consultation/mitigation requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before drawing down funds; OR
- () The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

PREPARER SIGNATURE: _____ DATE: _____

PREPARER NAME: _____

RESPONSIBLE ENTITY OFFICIAL / SIGNATURE: _____

NAME, TITLE: _____ DATE: _____

USE OF STANDARD FHA FORMS FOR THE SECTION 184 PROGRAM

Where possible, this guide has made use of standard FI-IA or Public and Indian Housing forms. However, some of the information required in some of the FHA or PH-I forms is not applicable to the Section 184 Program. When completing the standard FHA or PIH forms please refer to the following annotations.

Form HUD 92900-A, Addendum to Uniform Residential Loan Application

- Where the form states HUD/FHA the form is understood to apply to HUD's Section 184 Program, operated under the Office of Native American Programs.
- Boxes 7 and 11, include the one-time loan guarantee fee rather than MIP.
- Box 12, leave blank -- Section 184 does not require annual MIIP payments.
- Box 20, options 3, 11, and 12 are not permitted under Section 184.
- Page 4, Lender's Certificate, the application is for a loan guarantee and certifications under this part apply to compliance with the Section 184 statute, regulation, and guidebook.

Form HUD 51000, Schedule of Amounts for Contract Payments

- Under the section entitled "Project Name and Location", please write the name and address of the borrower. Ignore the section entitled "Project Number".

Form HUD 5372, Construction Progress Schedule

- In general where this form states public housing authority, it is understood to mean the borrower under the Section 184 Program.
- In box 1, place the name of the borrower.
- In box 5, place the property address.
- Leave box 6 blank.
- Under the section entitled "Approved by", please sign as the lender.

Form HUD 51001, Periodic Estimate for Partial Payment

- In general where this form states public housing authority, it is understood to mean the borrower under the Section 184 Program.
- In the box entitled "Public Housing Agency", place the name of the borrower.

Form HUD 92300, Mortgagor's Assurance of Completion

- Where the document states Mortgage Insurance Certificate, the form is understood to refer to the Loan Guarantee Certificate.
- Where the document refers to the FHA Commissioner, the document is understood to refer to the Assistant Secretary for Public and Indian Housing.
- Leave the box entitled "FHA case number" blank.

Form HUD 92577, Request for Acceptance of Changes in Approved Drawings and Specifications

- Where the document refers to the FHA Commissioner, the document is understood to refer to the Assistant Secretary for Public and Indian Housing.

Form HUD 92561, Borrower's Contract with Respect to Hotel and Transient Use of Property

- Where the document states HUD insurance or refers to sections of FHA regulation or statute, the form is understood to apply to a HUD-guaranteed loan under the Section 184 Program and its applicable statute and regulations.

Form HUD 51004, Summary of Materials Stored

- In the box entitled "Public Housing Agency", place the name of the borrower.

Form HUD 51003, Schedule of Materials Stored

- In the box entitled "Public Housing Agency", place the name of the borrower.

Form HUD 54111, Request for Insurance Endorsement

- Where the form states HUD/FHA the form is understood to apply to HUD's Section 184 Program, operated under the Office of Native American Programs.
- Leave boxes 3, 4, 5, 30, and 38 blank.
- Box 7, option 7 is not permitted under Section 184

Form HUD 92541, Builder's Certification

- Where the document states HUD-insured, it is understood to apply to a HUD-guaranteed loan under Section 184.
- Where the document states HUD insurance or refers to sections of FHA regulation or statute, the form is understood to apply to a HUD-guaranteed loan under the Section 184 Program and its applicable statute and regulations.

Form HUD 92051, Compliance Inspection Report

- Where the document states FHA-insured, it is understood to apply to a HUD-guaranteed loan under Section 184.

Form HUD 92544, Warranty of Completion of Construction

- Where the document states HUD insurance or refers to sections of FHA regulation or statute, the form is understood to apply to a HUD-guaranteed loan under the Section 184 Program and its applicable statute and regulations.

Where the document refers to the FHA Commissioner, the document is understood to refer to the Assistant Secretary for Public and Indian Housing.