



## VALENCIO MORTGAGE CORP. ADDITIONAL INFORMATION SHEET

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### Section 1 - Standard Documents for Purchase

1. Check payable to Valencio Mortgage Corp. in the amount of \$355 to cover the Credit Report of \$55 and Appraisal Fee of \$300.
2. Copies of W2s and 1099s for the years 2004 and 2005.
3. Copies of current pay-stubs for all jobs (past 30 days).
4. Copies of complete and signed personal tax returns for the years 2004 and 2005 (If you are not salaried or hourly).
5. Copies of complete and signed corporate tax returns for the years 2004 and 2005 (If company owner).
6. Current year to date profit and loss statement and balance sheet (If self-employed).
7. Verification of retirement/pension income (copy of awards letter).
8. Copies of 2 months bank statement on bank letterhead including accounts with brokerage firms to verify funds to close.
9. Copy of front and back of canceled checks for earnest money deposit (this would be copies of canceled check for any money given to the seller. (If you do not have this yet, just fax them to us upon receipt).
10. Copy of signed and final divorce decree and/or support decree (to verify child support).
11. Copies of driver's license and social security card.
12. Copies of social security awards letter and/or VA Letter.
13. Copies of signed current leases on all rental property you own.
14. Copy of front and back of Resident Alien (Green) card. (If not a U.S. Citizen).
15. Gift letter, if getting a gift of funds needed to close.
16. Gift Letter Verification (copy of donor's bank account statement showing funds available).
17. Copy of complete bankruptcy papers including discharge.
18. Three credit reference letters (Only if you don't have any U.S. Credit).
19. Complete landlord information for the last two years (Name, Telephone Number and Address).

### Section 2 – Standard Documents for Refinance

1. All items listed in Section 1.
2. Copy of recorded deed to the property you own.
3. Homeowner insurance company name and telephone number.
4. Copy of tax bill.
5. Copy of survey to property.
6. Copy of title policy.
7. Copy of mortgage payment statements.

### Section 3 – Standard Documents for VA Purchase

1. All items listed in Section 1.
2. Copy of DD-214 and Original Certificate of Eligibility.
3. Off-Base and In-Service letter.

### Section 4 – Standard Documents for VA Refinance

1. All items listed in Section 1, Section 2 and Section 3.
2. Copy of original note and mortgage documents.

### Section 5 – Standard Documents for VA Streamline Refinance

1. Copy of original note and mortgage.
2. Original Certificate of Eligibility.
3. Copy of tax bill.
4. Copy of Title Policy.
5. Copy of DD-214.
6. Copy of payment coupon/statement.
7. Copy of survey.

### Section 6 – Standard Documents for Foreign National No Verification

1. Copy of Visa and Passport (All pages).
2. Two credit reference letters (Only if you do not any U.S. Credit).
3. Bank Balance letter.

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

## I. TYPE OF MORTGAGE AND TERMS OF LOAN

<b>Mortgage Applied for:</b> <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain): <input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service	Agency Case Number	Lender Case Number
Amount \$	Interest Rate %	No. of Months
<b>Amortization Type:</b> <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):		

## II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, ZIP)	No. of Units
Legal Description of Subject Property (attach description if necessary)	Year Built
<b>Purpose of Loan</b> <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<b>Property will be:</b> <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

**Complete this line if construction or construction-permanent loan.**

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

**Complete this line if this is a refinance loan.**

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		

## III. BORROWER INFORMATION

Borrower	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
Social Security Number   Home Phone (incl. area code)   DOB (MM/DD/YYYY)   Yrs. School	Social Security Number   Home Phone (incl. area code)   DOB (MM/DD/YYYY)   Yrs. School
<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)   Dependents (not listed by Co-Borrower) no.   ages	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)   Dependents (not listed by Borrower) no.   ages
Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.
Mailing Address, if different from Present Address	Mailing Address, if different from Present Address

**If residing at present address for less than two years, complete the following:**

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.
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## IV. EMPLOYMENT INFORMATION

Borrower	Co-Borrower
Name & Address of Employer <input type="checkbox"/> Self Employed	Name & Address of Employer <input type="checkbox"/> Self Employed
Yrs. on this job	Yrs. on this job
Yrs. employed in this line of work/profession	Yrs. employed in this line of work/profession
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

**If employed in current position for less than two years or if currently employed in more than one position, complete the following:**

Name & Address of Employer <input type="checkbox"/> Self Employed	Name & Address of Employer <input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income \$	Monthly Income \$
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed	Name & Address of Employer <input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income \$	Monthly Income \$
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

**V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION**

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$	\$	\$	Rent	\$	
Overtime				First Mortgage (P&I)		\$
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
<b>Total</b>	\$	\$	\$	<b>Total</b>	\$	\$

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

**Describe Other Income** Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

**VI. ASSETS AND LIABILITIES**

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed  Jointly  Not Jointly

ASSETS	Cash or Market Value	LIABILITIES and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Description		LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:	\$			
<b>List checking and savings accounts below</b>		Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union		Acct. no.		
Acct. no.	\$	Name and address of Company	\$ Payment/Months	\$
Stocks & Bonds (Company name/ number & description)	\$	Acct. no.		
Life insurance net cash value	\$	Name and address of Company	\$ Payment/Months	\$
Face amount: \$				
<b>Subtotal Liquid Assets</b>	\$			
Real estate owned (enter market value from schedule of real estate owned)	\$	Acct. no.		
Vested interest in retirement fund	\$	Name and address of Company	\$ Payment/Months	\$
Net worth of business(es) owned (attach financial statement)	\$			
Automobiles owned (make and year)	\$	Acct. no.		
Other Assets (itemize)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
		Job Related Expense (child care, union dues, etc.)	\$	
		<b>Total Monthly Payments</b>	\$	
<b>Total Assets a.</b>	\$	<b>Net Worth (a minus b)</b> =>	\$	<b>Total Liabilities b.</b> \$





## INSTRUCTIONS FOR VA FORM 26-1880

**PRIVACY ACT INFORMATION:** No Certificate of Eligibility may be issued unless VA receives sufficient information to determine that you are eligible (38 U.S.C. 3702). You are not required to furnish the information, including the Social Security Number, but are urged to do so, since it is vital to proper action by VA in your case. Specifically, your Social Security Number is requested under authority of 38 U.S.C. 3702 and is requested only if the service department used your Social Security Number as a service number. Failure to provide a completed application will deprive VA of information needed in reaching decisions which could affect you. Responses may be disclosed outside VA only if the disclosure is authorized under the Privacy Act, including the routine uses identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, published in the Federal Register.

**RESPONDENT BURDEN:** VA may not conduct or sponsor, and respondent is not required to respond to this collection of information unless it displays a valid OMB Control Number. Public reporting burden for this collection of information is estimated to average 15 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. If you have comments regarding this burden estimate or any other aspect of this collection of information, call 1-800-827-1000 for mailing information on where to send your comments.

**A. Mail this completed form, along with proof of service, to the Eligibility Center at P.O. Box 20729, Winston-Salem, NC 27120 (for veterans located in the eastern half of the country) or P.O. Box 240097, Los Angeles, CA 90024 (for veterans located in the western half of the country). Veterans stationed overseas may use either address.**

**B. Military Service Requirements for VA Loan Eligibility: (NOTE: Cases involving other than honorable discharges will usually require further development by VA. This is necessary to determine if the service was under other than dishonorable conditions.)**

**1. Wartime Service.** If you served anytime during World War II (September 16, 1940 to July 25, 1947), Korean Conflict (June 27, 1950 to January 31, 1955), or Vietnam Era (August 5, 1964 to May 7, 1975) you must have served at least 90 days on active duty and have been discharged or released under other than dishonorable conditions. If you served less than 90 days, you may be eligible if discharged because of service-connected disability.

**2. Peacetime Service.** If your service fell entirely within one of the following periods: July 26, 1947 to June 26, 1950, or February 1, 1955 to August 4, 1964, you must have served at least 181 days of continuous active duty and have been discharged or released under conditions other than dishonorable. If you entered service after May 7, 1975 but prior to September 8, 1980 (enlisted) or October 17, 1981 (officer) and completed your service before August 2, 1990, 181 days service is also required. If you served less than 181 days, you may be eligible if discharged for a service-connected disability.

**3. Service after September 7, 1980 (enlisted) or October 16, 1981 (officer) and prior to August 2, 1990.** If you were separated from service which began after these dates, you must have: (a) Completed 24 months of continuous active duty for the full period (at least 181 days) for which you were called or ordered to active duty, and been discharged or released under conditions other than dishonorable; or (b) Completed at least 181 days of active duty and been discharged under the specific authority of 10 U.S.C. 1173 (hardship discharge) or 10 U.S.C. 1171 (early out discharge), or have been determined to have a compensable service-connected disability; or (c) Been discharged with less than 181 days of service for a service-connected disability. Individuals may also be eligible if they were released from active duty due to an involuntary reduction in force, certain medical conditions, or, in some instances, for the convenience of the Government.

**4. Gulf War.** If you served on active duty during the Gulf War (August 2, 1990 to a date yet to be determined), you must have: (a) Completed 24 months of continuous active duty or the full period (at least 90 days) for which you were called or ordered to active duty, and been discharged or released under conditions other than dishonorable; or (b) Completed at least 90 days of active duty and been discharged under the specific authority of 10 U.S.C. 1173 (hardship discharge), or 10 U.S.C. 1171 (early out discharge), or have been determined to have a compensable service-connected disability; or (c) Been discharged with less than 90 days of service for a service-connected disability. Individuals may also be eligible if they were released from active duty due to an involuntary reduction in force, certain medical conditions, or, in some instances, for the convenience of the Government.

**5. Active Duty Service Personnel.** If you are now on active duty, you are eligible after having served on continuous active duty for at least 181 days (90 days during the Persian Gulf War) unless discharged or separated from a previous qualifying period of active duty service.

**6. Selected Reserve Requirements for VA Loan Eligibility.** If you are not otherwise eligible and you have completed a total of 6 years in the Selected Reserves or National Guard (member of an active unit, attended required weekend drills and 2-week active duty training) and (a) Were discharged with an honorable discharge; or (b) Were placed on the retired list or (c) Were transferred to the Standby Reserve or an element of the Ready Reserve other than the Selected Reserve after Service characterized as honorable service; or (d) Continue to serve in the Selected Reserve. Individuals who completed less than 6 years may be eligible if discharged for a service-connected disability. Eligibility for Selected Reservists expires September 30, 2007.

**C. Unmarried surviving spouses of eligible veterans seeking determination of basic eligibility for VA Loan Guaranty benefits are NOT required to complete this form, but are required to complete VA Form 26-1817, Request for Determination of Loan Guaranty Eligibility-Unmarried Surviving Spouse.**

### **D. Proof of Military Service**

**1. "Regular" Veterans.** Attach to this request your most recent discharge or separation papers from active military duty since September 16, 1940, which show active duty dates and type of discharge. If you were separated after January 1, 1950, DD Form 214 must be submitted. If you were separated after October 1, 1979, and you received DD Form 214, Certificate of Release or Discharge From Active Duty, 1 July edition, VA must be furnished Copy 4 of the form. You may submit either original papers or legible copies. In addition, if you are now on active duty submit a statement of service signed by, or by direction of, the adjutant, personnel officer, or commander of your unit or higher headquarters showing date of entry on your current active duty period and the duration of any time lost. Any Veterans Services Representative in the nearest Department of Veterans Affairs office or center will assist you in securing necessary proof of military service.

**2. Selected Reserves/National Guard.** If you are a discharged member of the Army or Air Force National Guard you may submit a NGB Form 22, Report of Separation and Record of Service, or NGB Form 23, Retirement Points Accounting, or its equivalent (this is similar to a retirement points summary). If you are a discharged member of the Selected Reserve you may submit a copy of your latest annual point statement and evidence of honorable service. You may submit either your original papers or legible copies. Since there is no single form used by the Reserves or National Guard similar to the DD Form 214, it is your responsibility to furnish adequate documentation of at least 6 years of honorable service. In addition, if you are currently serving in the Selected Reserve you must submit a statement of service signed by, or by the direction of, the adjutant, personnel officer or commander of your unit or higher headquarters showing the length of time that you have been a member of the unit.



**VERIFICATION OF VA BENEFIT-RELATED INDEBTEDNESS**

**PRIVACY ACT INFORMATION:** This information is to be used by the agency collecting it in determining whether you qualify for the VA loan benefit. This information request is authorized by Title 38, U.S.C., Chapter 37. Responses may be disclosed outside VA only if the disclosure is authorized under the Privacy Act, including the routine uses identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendee Loan Applicant Records - VA, published in the Federal Register.

TO: NAME AND ADDRESS OF LENDER

**INSTRUCTIONS TO LENDER**

Complete Items 1 through 6. Have veteran complete Items 7 and 8. Forward to the Finance Officer (24) at the local VA office to determine whether the veteran has any VA benefit-related indebtedness. If a debt is found to exist, the home loan must not be closed until the veteran presents evidence showing that the debt has been cleared or an acceptable repayment plan has been established with VA. After completion by the Finance Officer, this form will be returned to the lender at the address shown. VA Form 26-8937 is a required exhibit to accompany home or manufactured home loans closed on the automatic basis and prior approval submissions.

1. NAME OF VETERAN (First, middle, last)		2. CURRENT ADDRESS OF VETERAN	
3. DATE OF BIRTH			
4. VA CLAIM FOLDER NUMBER (C-File No.)	5. SERVICE NUMBER	6. SOCIAL SECURITY NUMBER	

I HEREBY CERTIFY THAT I  DO  DO NOT have a VA benefit-related indebtedness to my knowledge. I authorize VA to furnish the information listed below.

7. SIGNATURE OF VETERAN	8. DATE SIGNED
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**FOR VA USE ONLY**

- The above named veteran does not have a VA benefit-related indebtedness
- The veteran has the following VA benefit-related indebtedness

**VA BENEFIT-RELATED INDEBTEDNESS (If any)**

TYPE OF DEBT(S)	AMOUNT OF DEBT(S)
	\$
	\$
	\$

TERM OF REPAYMENT PLAN (If any)

- Veteran is exempt from funding fee due to receipt of service-connected disability compensation of \$ \_\_\_\_\_ monthly. (Unless checked, the funding fee receipt must be remitted to VA with VA Form 26-1820, Report and Certification of Loan Disbursement)
- Veteran is not exempt from funding fee due to receipt of nonservice-connected pension of \$ \_\_\_\_\_ monthly. **LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA**
- Veteran has been rated incompetent by VA. **LOAN APPLICATION WILL REQUIRE PRIOR APPROVAL PROCESSING BY VA**
- Insufficient information. VA cannot identify the veteran with the information given. Please furnish more complete information, or a copy of a DD Form 214 or discharge papers. If on active duty, furnish a statement of service written on official government letterhead, signed by the adjutant, personnel officer, or commanding officer. The statement should include name, birth date, service number, entry date and time lost

SIGNATURE OF AUTHORIZED AGENT	DATE SIGNED
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**RESPONDENT BURDEN:** VA may not conduct or sponsor, and respondent is not required to respond to this collection of information unless it displays a valid OMB Control Number. 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. If you have comments regarding this burden estimate or any other aspect of this collection of information, call 1-800-827-1000 for mailing information on where to send your comments.

**DEBT QUESTIONNAIRE**

1. DURING THE PAST FIVE YEARS, HAVE YOU DIRECTLY OR INDIRECTLY BEEN OBLIGATED ON ANY LOAN WHICH RESULTED IN FORECLOSURE, TRANSFER OF TITLE IN LIEU OF FORECLOSURE, OR JUDGMENT? (This would include home mortgage loans, SBA loans, home improvement loans, educational loans, or manufactured home loans, any mortgage, financial obligation, bond or loan guarantee).

YES     NO

(If "Yes", provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet if needed).

2. ARE YOU PRESENTLY DELINQUENT OR IN DEFAULT ON ANY DEBT TO THE FEDERAL GOVERNMENT? (e.g. Public Health Service, I.S. Guaranteed Student Loan, GI Bill Education Benefits, etc.)?

YES     NO

If "Yes", provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action. Attach a separate sheet if needed).

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

**3. SIGNATURE OF VETERAN**

**4. DATE**

**5. SIGNATURE OF COBORROWER**

**6. DATE**

## INTEREST RATE AND DISCOUNT DISCLOSURE STATEMENT

1. This statement regarding the interest rate and discount points that you may pay on a mortgage guaranteed by VA (Department of Veterans Affairs) must be delivered to you prior to execution of the borrower's certification on the HUD/VA Addendum to the Uniform Residential Loan Application.
2. VA does not establish the interest rate for mortgage loans to be guaranteed or set either a maximum or minimum on the interest rate or on discount points that may be paid by you. This means that you may pay such interest rate and discount points as you and the Lender agree upon. The seller may also pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.
3. It is important for you to understand that the interest rate and discount points and the length of time the Lender will honor the loan terms are all freely negotiable with the Lender. Lenders may agree to offer the loan terms for a definite period of time (i.e., 30, 60, or 90 days) or may refuse to do so. This arrangement is commonly referred to as a lock-in agreement. Keep in mind that your agreement with the seller will also affect the date you can close your loan.
4. The terms of your agreement with the Lender will determine the degree, if any, that the interest rate and discount points may change before closing. An increase of more than one (1) percent in the interest rate requires the loan to be underwritten again by VA or by the Lender. It may be necessary for the Lender to obtain your signature on a new application. If, after the loan has been underwritten again, it is determined that you remain qualified from a credit risk standpoint, the conditions of your agreements with the Lender and the seller may require you to complete the transaction or lose your deposit.

It is your responsibility to assure that you understand the transaction.

Receipt of a copy of this is hereby acknowledged.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_



## **FEDERAL COLLECTION POLICY NOTICE**

The Federal Government is authorized by law to take any or all of the following actions in the event your VA-guaranteed or VA-financed loan payments become delinquent or you default on your VA-guaranteed or VA-financed loan:

- Your name and account information may be reported to a credit bureau.
- Additional interest and penalty charges may be assessed for the period of time that payment is not made.
- Charges to cover additional administrative costs incurred by the Government to service your account may be assessed.
- Amounts owed to you under other Federal programs may be offset.
- Your account may be referred to a private collection agency to collect the amount due.
- Your account may be referred to the Department of Justice for litigation in the courts.
- If you are a current or retired Federal employee, your salary or civil service retirement benefits may be offset.
- Your debt may be referred to the Internal Revenue Service for offset against any amount owed to you as an income tax refund.
- Any written - off debt may be reported to the Internal Revenue Service as taxable income.

All of these actions can and will be used to recover any debts owed the Department of Veterans Affairs when it is determined to be in the best interest of the Government to do so.

### **CERTIFICATION**

I have read and I understand the actions the Federal Government can take in the event that I fail to meet my scheduled payments in accordance with the terms and conditions of my agreement to purchase property with a VA-guaranteed or VA-financed loan.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Part III - Notices to Borrowers.** Public Reporting Burden for this collection of information is estimated to average 0.10 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington D.C. 20410-3600; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

**Privacy Act Information.** The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3643, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN. HUD and/or VA may conduct a computer match to verify the information you provide. HUD and/or VA may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or VA, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside VA or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application.

This is notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

**Caution:** Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

**Part IV - Borrower Certification**

**22. Complete the following for a HUD/FHA Mortgage.**

22a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is it to be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No	22b. Sale Price \$	22c. Original Mortgage Amount \$
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22d. Address:

22e. If the dwelling to be covered by this mortgage is to be rented, is it part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest?  Yes  No If "Yes" give details.

22f. Do you own more than four dwellings?  Yes  No If "Yes" submit form HUD-92561.

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

**24. Applicable for Both VA & HUD.** As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended. Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA may be required to pay your lender on account of default in your loan payments. The amount of any such claim payment will be a debt owed by you to the Federal Government. This debt will be the object of established collection procedures.

**25. I, the Undersigned Borrower(s) Certify that:**

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

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

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

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

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

- the reasonable value of the property as determined by VA or;
- the statement of appraised value as determined by HUD / FHA.

Note: If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value", mark either item (a) or item (b), whichever is applicable.

- (a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between the contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.

(6) For HUD Only. (For properties constructed prior to 1978). I have received information on lead paint poisoning.  Yes  Not Applicable

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

Signature(s) of Borrower(s) - Do not sign unless this application is fully completed. Read the certifications carefully & review accuracy of this application.	Date:
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**Borrower's Certificate** The undersigned certifies that:

- a) I will not have outstanding any other unpaid obligations contracted in connection with the mortgage transaction or the purchase of the said property except obligations which are secured by property or collateral owned by me independently of the said mortgaged property, or obligations approved by the Commissioner;
- b) One of the undersigned intends to occupy the subject property, (note: delete this item if owner occupancy is not required by the commitment);
- c) All charges and fees collected from me as shown in the settlement statement have been paid by my own funds, and no other charges have been or will be paid by me in respect to this transaction.
- d) Neither I, nor anyone authorized to act for me will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny the dwelling or property covered by this loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and voids and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought the Attorney general of the United States in any appropriate U.S. District Court against any person responsible for a violation of this certificate.

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Borrower'(s) Signature(s) & Date:

x

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**Lender's Certificate** The undersigned certifies that to the best of its knowledge:

- a) The statements made in its application for insurance and in this Certificate are true and correct.
- b) The conditions listed above or appearing in any outstanding commitment issued under the above case number have been fulfilled;
- c) Complete disbursement of the loan has been made to the borrower, or to his/her creditors for his/her account and with his/her consent;
- d) The security instrument has been recorded and is a good and valid first lien on the property described;
- e) No charge has been made to or paid by the borrower except as permitted under HUD regulations;
- f) The copies of the credit and security instruments which are submitted herewith are true and exact copies as executed and files for record;
- g) It has not paid any kickbacks, free or consideration of any type, directly or indirectly, to any party in connection with this transaction except as permitted under HUD regulations and administrative instructions.

I, the undersigned, as authorized representative of \_\_\_\_\_  
At this time of closing of this mortgage loan, certify that I have personally reviewed the mortgage loan documents, closing statements, application for insurance endorsement, and all accompanying documents. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4.

Lender's Name:	Note: If the approval is executed by an agent in the name of lender, the agent must enter the lender's code number and type.	
Signature & Title of Lender's Officer & Date:	Code Number: (5 digits)	Type:
x		

**COUNSELING CHECKLIST FOR MILITARY HOMEBUYERS**

1. Failure on the part of a borrower on active duty to disclose that he/she expects to leave the area within 12 months due to transfer orders or completion of his/her enlistment period may constitute "bad faith." If your loan is foreclosed under circumstances which include such bad faith, you may be required to repay VA for any loss suffered by the Government under the guaranty. (In ANY case in which VA suffers a loss under the guaranty, the loss must be repaid before your loan benefits can be restored to use in obtaining another VA loan.)
2. Although real estate values have historically risen in most areas, there is no assurance that the property for which you are seeking financing will increase in value or even retain its present value.
3. It is possible that you may encounter difficulty in selling your house, recovering your investment or making any profit, particularly if there is an active new home market in the area.
4. Receiving military orders for a permanent change of duty station or an unexpected early discharge due to a reduction in force will not relieve you of your obligation to make your mortgage payments on the first of each month.
5. "Letting the house go back" is **NOT** an acceptable option. A decision to do so may be considered "bad faith". A foreclosure will result in a bad credit record, a possible debt you will owe the government and difficulty in getting more credit in the future.
6. If unexpected circumstances lead to difficulty in making your payments, contact your mortgage company promptly. It will be easier to resolve any problems if you act quickly and be open and honest with the mortgage company.
7. **YOUR VA LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF VA OR YOUR LENDER.**
8. **DO NOT BE MISLED!** VA does not guarantee the **CONDITION** of the house which you are buying, whether it is new or previously occupied. VA guarantees only the **LOAN**. You may talk to many people when you are in the process of buying a house. Particularly with a previously occupied house, you may pick up the impression along the way that you need not be overly concerned about any needed repairs or hidden defects since VA will be sure to find them and require them to be repaired. This is **NOT TRUE!** In every case, ultimately, it is your responsibility to be an informed buyer and to assure yourself that what you are buying is satisfactory to you in all respects. Remember, VA guarantees only the loan - **NOT** the condition.
9. If you have any doubts about the condition of the house which you are buying, it is in your best interest to seek expert advice before you legally commit yourself in a purchase agreement. Particularly with a previously occupied house, most sellers and their real estate agents are willing to permit you, at your expense, to arrange for an inspection by a qualified residential inspection service. Also, most sellers and agents are willing to negotiate with you concerning what repairs are to be included in the purchase agreement. Steps of this kind can prevent many later problems, disagreements, and major disappointments.
10. Proper maintenance is the best way to protect your home and improve the chance that its value will increase.
11. If you are buying a previously owned house, you should look into making energy efficient improvements. You can add up to \$6,000 to your VA loan to have energy efficient improvements installed. Consult your lender or the local VA office.

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

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(Borrower's Signature)

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(Date)

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

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(Lender's Signature)

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(Date)

**FHA/VA PURCHASE CONTRACT AMENDMENT**

DATE: \_\_\_\_\_  
 PROPERTY ADDRESS: \_\_\_\_\_  
 BUYER: \_\_\_\_\_  
 SELLER: \_\_\_\_\_

The following is hereby incorporated in and added to the provisions of said Sale Contract:

	Buyer	Seller		Buyer	Seller
**MORTGAGE DISCOUNT	( )	( )	**DOC PREP FEE*	( )	( )
ORIGINATION FEE	( )	( )	**DOC STAMP ON DEED*	( )	( )
APPRAISAL	( )	( )	**TERMITE INSPECTION	( )	( )
CREDIT REPORT	( )	( )	**REPAIRS	( )	( )
SURVEY	( )	( )	**TAX SERVICE FEE*	( )	( )
MORTGAGE TITLE POLICY	( )	( )	**ASSIGNMENT OF MTG. FEE*	( )	( )
RECORDING FEES	( )	( )	VA FUNDING FEE	( )	( )
PREPAYMENTS & ESCROWS	( )	( )	FHA MORTGAGE INS.	( )	( )
INTANGIBLE TAX ON NOTE	( )	( )	WATER ANALYSIS	( )	( )
DOC STAMPS ON NOTE	( )	( )	**UNDERWRITING FEE*	( )	( )
_____	( )	( )	_____	( )	( )
_____	( )	( )	_____	( )	( )

\*\* ON ALL VA CONTRACTS, SELLER IS REQUIRED TO PAY THESE ITEMS.  
 \* ON ALL FHA CONTRACTS, SLLER IS REQUIRED TO PAY THESE ITEMS.

REQUIRED REPAIRS NOT TO EXCEED: \_\_\_\_\_

FHA APPRAISAL: "It is expressly agreed that, notwithstanding any other provision of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the property of not less than \$\_\_\_\_\_, The Purchase shall, however, have the privilege and option of proceeding with the consummation fo the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and the condition of the property are acceptable."

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VA APPRAISAL: "It is expressly agreed that, notwithstanding any other provision of this contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of this property described herein, if contracted purchase price or cost exceeds the reasonable value of the property as established by the Veteran Administration. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the Veterans Administration."

\*\*\*\*\*

REAL ESTATE CERTIFICATION: "I/We hereby certify that ~~the~~ terms and conditions of the Sales Contract for the sale of property described herein are true and correct to the best of our knowledge and belief. No other agreements have been entered into by any of the undersigned other than those disclosed on the Sales Contract."

WARNING!! Section 1010 of Title 18, U.S.C. provides: "Whoever, for the purpose of obtaining a loan, shall be offered to or accepted by the Department of Housing and Urban Develop for insurance...or for the purpose of influencing in any way the action of such Department, makes, passes, utters or publishes in any statement, knowing the same to be false, shall be fined not more than \$5,000 or imprisoned not more than two (2) years, or both."

_____	Date	_____	Date
_____	Seller	_____	Buyer
_____	Seller	_____	Buyer
_____	Real Estate Broker (If applicable)		

## VA FUNDING FEE DETERMINATION

Loan Number: \_\_\_\_\_ Date: \_\_\_\_\_

Veteran/Borrower: \_\_\_\_\_

I am currently receiving VA disability benefits in the amount of \$ \_\_\_\_\_

Yes  No

I am receiving retirement pay in lieu of VA disability benefits that I am entitled to receive.

Yes  No

I have received VA disability benefits in the past.

Yes  No

I am a surviving spouse of a veteran who died on active duty or as a result of a service-connected disability.

Yes  No

Veteran/Borrower Signature: \_\_\_\_\_

## Military Activation Certification

- I am a disabled Veteran.
  
- I am a retired Veteran and have not been re-activated for military duty.
  
- I am a Veteran and in Active Reserves or National Guard.  
*Note: If checked, a letter from your military commander verifying that your unit has not been called up for active duty will be required.*

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Veteran's Signature

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Date