

Attachments 2
Counseling Agency Ineligibility Letter

**Counselor: EHL P Application Ineligible Letter For Use After the 8/29 Appeal
Deadline**

Date

Pre-Applicant Name

Application Address

City, State Zip

Phone Number

Dear Homeowner,

We are writing to inform you that based upon (1) the information you provide during your application counseling session, and/or (2) our review of the documentation you submitted as part of the U.S. Department of Housing and Urban Development's (HUD) Emergency Homeowners' Loan Program (EHL P) application process, you are ineligible to receive EHL P emergency assistance.

The following are the reason(s) for this ineligibility determination:

**[COUNSELOR SHOULD INSERT APPLICABLE DETERMINATION CRITERIA FROM THE
EHL P INELIGIBILITY DETERMINATION CHECKLIST listed following this template]**

This eligibility determination was made on or after August 30, 2011 and is not appealable. Consequently, the ineligibility determination contained herein is final. HUD is not permitted to provide EHL P emergency assistance to any homeowner who is not approved to participate in the EHL P by September 30, 2011. EHL P eligibility determinations made on or after August 30, 2011 are not appealable because there is not enough time to complete the appeals process, and, if successful, complete the remaining application review process by the September 30, 2011 statutory deadline.

You may still qualify for other forms of assistance and/or alternatives to foreclosure. Contact our office today to schedule an appointment. Please contact **[ENTER STAFF NAME]** at **[ENTER PHONE NUMBER AND/OR EMAIL ADDRESS]** as soon as possible for information about other loss mitigation resources.

Sincerely,

Signature

EHLP INELIGIBILITY DETERMINATION CHECKLIST

EHLP INELIGIBILITY

Definitions:

- *AGI* means adjusted gross income, and includes your AGI and the AGI of all Co-Applicants, if any, as reported on the Federal tax return for the applicable year.
- *Delinquent Mortgage* means the first lien mortgage, or other security device, securing the loan identified in box G on page 1 of this letter.
- *Premises* means the real property secured by the Delinquent Mortgage, as defined above.
- *HUD* means the United States Department of Housing and Urban Development.
- *Co-Applicant* means an individual, other than the applicant identified in box A of the commitment letter, who is listed on the Delinquent Mortgage and/or the note secured by the Delinquent Mortgage.

You are not eligible to receive EHLP emergency assistance because you do not meet the minimum requirements of the program. Specifically, the information and documentation you provided, or that was obtained in connection with your application, demonstrates that:

[SELECT ALL THAT APPLY

- Incomplete Application File.* You, or a Co-Applicant, did not provide the necessary information and/or documentation required to complete your application for the EHLP, and you failed to respond to the request(s) for additional information.
- Pre-Event Income.* Your combined adjusted gross income (AGI), prior to your termination or reduction in hours/pay, was greater than 120 percent area median income (AMI), as determined by HUD, or \$75,000, whichever is greater. AMI is determined by the county where the Premises is located.
- Date of Unemployment/Underemployment.* Your termination or reduction in hours/pay occurred before January 1, 2009.
- Medical Emergency or Economic Conditions.* Your termination or reduction in hours/pay resulted from circumstance other than economic conditions or medical condition.
- Principal Residence.* You do not reside in the Premises as your principal residence.
- Notice of Intent to Foreclose.* The holder of your Delinquent Mortgage loan has not indicated to you its intention to foreclose.
- Certification.* You did not certify that circumstances make it probable that there will be a foreclosure and that you are in need of EHLP emergency assistance.
- Delinquency as of June 1, 2011.* Payments due under your Delinquent Mortgage were not 90 days or more delinquent as of June 1, 2011.
- Current Delinquency.* Payments due under your Delinquent Mortgage are not currently 90 days or more delinquent.

- Delinquent Mortgage in First Lien Position.* Your Delinquent Mortgage is not in first lien position.
- Number of Open Liens on Property.* There are more than two open liens, including your Delinquent Mortgage, recorded against the Premises.
- Delinquent Non-Tax Federal Debt.* You, or a Co-Applicant, are delinquent on payment of a non-tax debt owed to the United States government. This does not include your Delinquent Mortgage loan.
- Delinquent Child Support.* You, or a Co-Applicant, are delinquent on child support obligations (meaning the amount of support determined under a court order, or an order of an administrative procedure established under state law, for the support and maintenance of a child, or of a child and parent with whom the child is living, which has not been paid) that have been submitted to the US Department of the Treasury for collection by offset.
- Federal Tax Lien.* You, or a Co-Applicant, are subject to a Federal tax lien.
- Citizenship Status.* You, or a Co-Applicant, are not a U.S. citizen, non-citizen national or “qualified alien” as defined under the Personal Responsibility and Work Opportunity Act of 1996.
- Bankruptcy.* You, or a Co-Applicant, are currently in bankruptcy.
- Flood Insurance.* The Premises is located in a 100-year flood plain, and is not covered by a flood insurance policy in good standing.
- Foreclosure Sale.* Foreclosure of the Premises has already occurred.
- Reasonable Ability to Resume Full Mortgage Payments.* You had more than one 60-day (or longer) late payment on your Delinquent Mortgage loan (and/or, if applicable, you had more than one 60-day (or longer) late payment on your second mortgage loan/HELOC) in the calendar year prior to your becoming unemployed or underemployed, **and** the ratio of your debt to your AGI prior to your termination or reduction in hours/pay was more than 55 percent. Debt includes your debt and the debt of all Co-Applicants, if any.
- Substantial Reduction in Income.* Your current income, when annualized, is not at least 15 percent less than your AGI prior to your termination or reduction in hours/pay.
- Maximum Amount of Assistance.* The estimated total amount necessary to bring your Delinquent Mortgage loan current and provide you with 12 consecutive months of EHLA emergency assistance exceeds the statutory maximum of \$50,000.00.
- Current Income and Mortgage Affordability.* The monthly payment on your Delinquent Mortgage loan is less than 31 percent of your current monthly income, as determined by HUD (income includes your income and the income of all Co-Applicants, if any).
- Second Mortgage Loan Affordability.* You have a HELOC or second mortgage on securing the Premises, and the amount of your monthly HELOC or second mortgage payment plus \$150 is greater than 31 percent of your current monthly

income, as determined by HUD (income includes your income and the income of all Co-Applicants, if any).

SAMPLE

**Attachment 3 – Duplicate Cases
(see attached Excel Sheet)**

SAMPLE

Attachment 4 – Servicers with MOUs with HUD.

In general, the MOU requires Servicers to Object if an applicant is not currently 90 or more days delinquent or there is another reason the servicer would not bring the applicant current.

If the Servicer does not object, they have agreed to provide a reinstatement quote with a 30-day good through date and to stop the foreclosure for 45 days.

American Home Mortgage Servicing, Inc.
Arvest Mortgage Company
Aurora Bank FSB
Banco Popular
Bank of America
Citi
Colorado Housing Finance Authority
Doral Bank
Fifth Third Bank
Flagstar
GMAC
Guild Mortgage Co
Holy Rosary Regional Credit Union
HSBC
JP Morgan Chase
Liberty Savings Bank, F.S.B.
MetLife
MidFirst Bank
Nationstar Mortgage
North Shore
Ocwen Loan Servicing, LLC
PHH Mortgage
PNC
Salish and Kootenai
Scotiabank
Selene Finance
Seterus
Streeter Brothers
SunTrust
US Bank
Wells Fargo
West Virginia Housing Development Fund
Wisconsin Housing and Economic Development Authority

Attachment 5 – DRAFT content for Closing Letter

[AUTO GEN: Date]
 [AUTO GEN: Name]
 [AUTO GEN: Mailing Address]
 [AUTO GEN: Mailing City, State, Zip]

A. Applicant Name:	B. EHLP Case/Loan Number:
C. Property Address (Premises):	D. Co-Applicant 1 Name (if applicable):
	E. Co-Applicant 2 Name (if applicable):
F. Servicing Institution:	G. 1st Lien Mortgage Account No. (Delinquent Mortgage):

Congratulations! The United States Department of Housing and Urban Development (“HUD”) has verified that you are eligible for emergency mortgage assistance under the federal Emergency Homeowners’ Loan Program (“EHLP”) and you can now schedule your EHLP loan closing.

- Approved Assistance Amount: \$ [AUTO GEN]
- Approved Assistance Period (months): [AUTO GEN]
- Expected Required Monthly Homeowner Contribution Payment: \$ [AUTO GEN]

Your Approved Assistance Amount, Approved Assistance Period, and Required Monthly Homeowner Contribution Payment are determined by HUD. HUD makes these determinations based on information provided by you and by your Servicing Institution. As described in your commitment letter, the figures provided above are subject to change throughout the course of your participation in the EHLP.

You are hereby notified that all pre-closing eligibility verification has been completed by HUD. [NOTARY CONTACT INFORMATION] will promptly contact you to schedule your closing. If you have not heard from [NOTARY] within 5 days of the date of this Closing Letter, please contact [INSERT CONTACT INFORMATION]. Payment on your EHLP loan is contingent on your proper execution of the EHLP Note, Security Instrument, and Loan Description Acknowledgment, provided to you at closing.

Please note that, as provided in your commitment letter, absent extension by HUD, you must close your EHLP loan on or before [AUTO GEN COMMITMENT EXPIRATION DATE (either 60 days from commitment letter date, or good-through date provided by servicer)]. Please also note that, prior to closing on your EHLP loan, your failure to make payments to your Servicing Institution may have an adverse effect on your credit and/or other consequences. You should contact your Servicing Institution if you have questions or desire further clarification.

In order to close your EHLP loan, you must comply with the terms and conditions on the following page(s).

Required Documentation for Closing:

1. **Photo Identification.** You and all Co-Applicants (if any) must bring state or federally issued photo identification to closing.

2. **Hazard Insurance.** You are required to furnish HUD, by faxing to 877-688-9908, prior to closing or within seven (7) calendar days thereafter, a copy of an original policy of hazard insurance insuring the Premises against loss by fire and other hazards. The policy must insure against all hazards customarily insured against in the area where the Premises is located, and must include evidence that the policy remains current as of the date it is provided. The policy must provide for written notice to HUD before termination or cancellation of the policy can take place. The policy must name HUD as an additional mortgagee and loss payee in the following form:

U.S. Department of Housing and Urban Development, its successors and/or assigns

451 7th St., SW, Washington, DC 20410

Loan # [AUTO GEN EHLP CASE/LOAN NUMBER]

You are required to maintain HUD on your hazard (and flood, if applicable) insurance policy as a mortgagee and loss payee until HUD otherwise notifies you in writing. Failure to provide proof of such insurance within seven (7) calendar days of closing may result in either suspension or termination of your EHLP emergency assistance.

[AUTO GEN IF APPLICABLE [#appropriately]]. **HELOC Close Out Letter.** If your first lien mortgage is a home equity line of credit you will need to show proof from your loan servicer that the HELOC has been closed out on or before the date of your EHLP loan closing appointment.]

[AUTO GEN IF APPLICABLE [#appropriately]]. **Trial Modification.** If you have been working with your mortgage servicer on a trial loan modification, you must first be sure to exit that trial modification plan before you will be able to receive EHLP assistance. Please contact your mortgage servicer directly to find out the procedures to properly exit your plan. You will need to bring proof to the closing that you have exited the plan established by your loan servicer.

[AUTO GEN IF APPLICABLE [#appropriately]]. **Flood Insurance.** If the Premises is located in a flood zone, you are required to furnish HUD, by faxing to 877-688-9908, prior to closing or within seven (7) calendar days thereafter, with a copy of an original policy of flood insurance (or application for insurance) under the National Flood Insurance Act of 1968. The policy must include evidence that it remains current as of the date it is provided. The policy must name HUD as an additional mortgagee and loss payee, in accordance with the Hazard Insurance requirements, above. Failure to provide proof of such insurance within seven (7) calendar days of closing may result in either suspension or termination of your EHLP emergency mortgage assistance.

Attachment 6
Loan Description Acknowledgment – DRAFT

APPROVED APPLICANT: [AUTO GEN APPROVED APPLICANT NAME]

APPROVED CO-APPLICANT(S): [AUTO GEN APPROVED CO-APPLICANT NAMES (if any)]

EHLP LOAN NUMBER: [AUTO GEN APPROVED APPLICANT EHLP LOAN NUMBER]

ADDRESS: [AUTO GEN PROPERTY ADDRESS] (“Premises”)

SERVICER & ACCOUNT NUMBER: [AUTO GEN 1ST LIEN MORTGAGE SERVICER & ACCOUNT NO.] (“First Lien Mortgage”)

1. PURPOSE: The purpose of this Loan Description Acknowledgment is to explain the terms and conditions that accompany your receipt of emergency assistance under the Emergency Homeowners’ Loan Program (EHLP). To receive EHLP emergency assistance, you must fill out and sign this Loan Description Acknowledgment on the same day that you execute the EHLP promissory note and security instrument.

2. PRIVACY ACT STATEMENT: Purpose – By signing this Loan Description Acknowledgment, you are authorizing HUD, directly or through its authorized representatives, to request income information from such sources necessary to verify your household’s income, employment status and such other information necessary to ensure your continued eligibility for the federal benefits to be derived under this program and to further ensure that those benefits are set at the correct level.

Uses of Information to be Obtained – HUD is required to protect the income and employment information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. § 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes or unemployment/income verification purposes. Any persons engaging in unauthorized disclosures or improper uses of information obtained for the purposes described above may be subject to penalties.

If you have any questions about this Privacy Act Statement, you can contact the office of the HUD Privacy Officer, at (202) 402-8047.

3. YOUR APPROVED EMERGENCY ASSISTANCE:

- Approved Assistance Amount – \$ [AUTO GEN APPROVED/OBLIGATED TOTAL EA]
- Approved Assistance Period (months) – [AUTO GEN APPROVED # MO]
- Current Required Monthly Homeowner Contribution Payment – \$ [AUTO GEN EST. HCP]

4. CHANGES TO YOUR APPROVED EMERGENCY ASSISTANCE: The amount and duration of your EHLP emergency assistance, described in section 3 above, may change from time to time based on changes in your documented financial information (including, but not limited to, changes in your income, and changes in your escrowed property taxes and insurance premiums). For example, if your income increases beyond a certain amount, your monthly amount of emergency assistance may decrease and your required monthly homeowner

contribution payment will consequently increase. If, however, your income declines or the amount you owe for escrowed taxes and insurance increases, you may be eligible for an increase in your Approved Assistance Amount and a decrease in your Required Monthly Homeowner Contribution.

5. REQUIRED REPORTING OF SUBSTANTIAL INCREASE IN INCOME: As a condition of your participation in the EHLP, you are required to report certain substantial increases in your current income. If your combined current monthly income (meaning your current monthly income plus the current monthly income of every individual named on your First Lien Mortgage loan documents) over the course of three consecutive months is, at any time while you are receiving assistance, more than \$ **[AUTO GEN LINE 19.1 FROM HUD DATA FIELD]** **you are required** to report that increase in your combined current monthly income to your designated housing counselor, **[AUTO GEN HCA]** at **[AUTO GEN HCA CONTACT NUMBER]**. Failure to report this increase in income may result in HUD's termination of your emergency assistance.

6. MAXIMUM EMERGENCY ASSISTANCE: Your EHLP assistance is subject to a maximum assistance amount of \$50,000.00, and a maximum duration of 24 consecutive months, whichever comes first. This does not mean that you will receive \$50,000.00 in EHLP emergency assistance, or that HUD will assist you in making payments on your monthly First Lien Mortgage for 24 consecutive months, but rather that your EHLP emergency assistance cannot, under any circumstance, exceed that amount or that term.

7. HOW HUD DISBURSES YOUR EHLP EMERGENCY ASSISTANCE: The actual amount of your emergency assistance will be the total amount of funds distributed by HUD through two types of payments, (1) a one-time arrearage payment, and (2) a recurring payment of monthly emergency assistance, as described below. The current emergency assistance (amount and duration) that HUD anticipates providing on your behalf is provided in section (3), above.

(A) *Arrearage Payment.* HUD will make a one-time payment of arrearages to **[AUTO GEN SERVICER]** on your behalf. By making this arrearage payment, HUD will bring your First Lien Mortgage account current, and you will no longer be considered delinquent on your First Lien Mortgage.

(B) *Monthly Emergency Assistance Payment.* HUD may make current or future monthly advances to **[AUTO GEN SERVICER]** on your behalf, for a period not in excess of 24 consecutive months from the month and year of HUD's first EHLP emergency mortgage relief payment made to your Servicing Institution on your behalf. NOTE: To continue to receive monthly emergency assistance, you must remain qualified under certain EHLP eligibility criteria that your housing counselor discussed with you. For example, you must continue to occupy the Premises as your principal residence throughout the assistance period to remain eligible. Additionally, the amount of your monthly emergency assistance payment may change from time to time based upon changes in your documented financial information.

8. YOUR REQUIRED MONTHLY HOMEOWNER CONTRIBUTION PAYMENT: EHLP rules require you to continue to contribute to your First Lien Mortgage monthly payments by making a monthly homeowner contribution payment to HUD. Your monthly homeowner contribution payment is **due on the 15th** day of each calendar month **made payable to** HUD's authorized representative, **The Bank of New York Mellon**, without exception. The

amount of your homeowner contribution payment may change from time to time based upon your financial circumstances, and information obtained by HUD. You will receive a statement and payment coupon each month. Your statement will reflect the current amount of your homeowner contribution payment and the due date.

WARNING: You must make your homeowner contribution payment on time and in the full amount due each month. Failure to do so may result in either suspension or termination of your EHLPP emergency assistance, your servicer may be required to report your failure to pay to a credit bureau, and late fees may accrue on your first mortgage.

9. PAYMENT TO YOUR SERVICER: Once received, HUD, and/or a HUD authorized representative, will send your monthly homeowner contribution payment together with your monthly emergency assistance payment to your First Lien Mortgage servicer to satisfy the monthly mortgage payment due on your First Lien Mortgage for that month.

10. RECERTIFICATION: You will be asked, from time to time while you are receiving EHLPP emergency assistance, to provide HUD, and/or a HUD authorized representative, with information regarding your income, residency and employment status. You will also be asked to make certifications to HUD so that HUD can determine whether you continue to be eligible for EHLPP emergency assistance. If you fail to timely provide the information and/or certifications requested, your EHLPP emergency assistance will be suspended and may be terminated.

11. EHLPP LOAN DOCUMENTS: You are required, as a condition of EHLPP participation, to execute a promissory note ("Note") and a security instrument (mortgage or deed of trust) ("Security Instrument") (together the "Loan Documents") on the same day that you fill out and sign this Loan Description Acknowledgment. Your Loan Documents will be recorded, as necessary, in the land records of the locality where the Premises is located. A lien is created against the Premises as a result of your executing the Security Instrument.

12. REPAYMENT: Your EHLPP emergency assistance, evidenced by the Note, and secured by the Security Instrument, is provided as a zero interest, nonrecourse, deferred contingent liability. Except for your monthly homeowner contribution payment that is ultimately provided to your Servicer, there are no regular monthly payments due on your emergency assistance loan. Absent default under your EHLPP Loan Documents, your total outstanding EHLPP loan balance as of the date your emergency assistance ends will decline by 20% each calendar year, beginning on the first anniversary of the date your emergency assistance ended, and continuing each anniversary thereafter, until the outstanding balance of your EHLPP loan reaches \$0.

NOTE: A *default* under your EHLPP Loan Documents automatically terminates the declining balance feature of your EHLPP loan. The outstanding balance of your EHLPP loan becomes immediately due and payable upon sale, cash-out refinance, or other transfer of the Premises, in accordance with the terms and conditions of your EHLPP loan documents. **In the event that it is found that you knowingly provided fraudulent information to obtain EHLPP assistance, the declining feature of your EHLPP loan will be terminated, the entire amount of EHLPP assistance that you received will be immediately due and payable and you may be liable for**

penalties described in section 18 below.

13. SPECIAL ALLOWANCE FOR MOVING EXPENSES: Absent fraud, and in the event that your EHLF loan becomes immediately due and payable upon your sale of the Premises, HUD will, in accordance with program rules, accept repayment out of available proceeds minus, at HUD's sole discretion, \$2,000.00, to remain with you for payment of relocation expenses.

14. PREPAYMENT: You are allowed to prepay the outstanding balance of your EHLF loan at any time, without penalty.

15. FLOOD INSURANCE: [AUTO GEN CHECKMARK FOR FLOOD INSURANCE REQUIRED] If this line is checked, you are required to furnish HUD, either at closing or within seven (7) calendar days thereafter, with a copy of an original policy of flood insurance (or application for insurance) under the National Flood Insurance Act of 1968. The policy must include evidence that it remains current as of the date it is provided. HUD has the right to determine whether the policy is from a satisfactory company, and whether the form and amount of the policy is acceptable. The policy must name HUD as an additional mortgagee and loss payee, in accordance with the Hazard Insurance requirements in the next paragraph. Failure to provide proof of such insurance within seven (7) calendar days may result in either suspension or termination of your EHLF emergency assistance.

16. HAZARD INSURANCE: You are required to furnish HUD, either at closing or within seven (7) calendar days thereafter, with a copy of an original policy of hazard insurance insuring the Premises against loss by fire and other hazards. The policy must insure against all hazards customarily insured against in the area where the Premises is located, and must include evidence that the policy remains current as of the date it is provided. HUD has the right to determine whether the policy is from a satisfactory company, and whether the form and amount of the policy is acceptable. The policy must provide for written notice to HUD before termination or cancellation of the policy can take place. The policy must name HUD as an additional mortgagee and loss payee in the following form:

U.S. Department of Housing and Urban Development, its successors and/or assigns
451 7th St., SW, Washington, DC 20410

Loan # [AUTO GEN EHLF Loan Number]

You are required to maintain HUD on your hazard (and flood, if applicable) insurance policy as a mortgagee and loss payee until HUD otherwise notifies you in writing. Failure to provide proof of such insurance within seven (7) calendar days may result in either suspension or termination of your EHLF emergency assistance.

[Remainder of page intentionally left blank.]

17. CERTIFICATIONS: As a condition of your participation in the EHLP, you are required to make the following certifications (applicant and co-applicants must initial unless specifically excluded):

____ (Initial) I certify that I am a borrower or co-borrower on the First Lien Mortgage, identified on page 1 of this Loan Description Acknowledgment, and/or a signor or co-signor on the promissory note secured by that First Lien Mortgage which secures the Premises, commonly identified by the street address (complete):

____ (Initial – Applicant Only) I certify that I occupy the Premises as my principal residence, and that the Premises is a single family residence (1-4 unit), condominium, or cooperative.

____ (Initial) I certify that, to the best of my knowledge and belief, there exists on the Premises no more than two open liens of any kind, including but not limited to: mortgages, equity lines of credit, judgment liens, mechanics liens, and tax liens.

____ (Initial) I certify that I am not subject to a Federal tax lien.

____ (Initial) I certify that I am not delinquent on any non-tax Federal debt, as defined under 31 USCA § 3720B and 31 CFR § 285.13, but not including my First Lien Mortgage.

____ (Initial) I certify that I do not have delinquent child support obligations (meaning the amount of support determined under a court order, or an order of an administrative procedure established under state law, for the support and maintenance of a child, or of a child and parent with whom the child is living, which has not been paid) that have been submitted to the US Department of the Treasury for collection by offset.

____ (Initial) I certify that I am not currently in bankruptcy.

____ (Initial) I certify that, as of June 1, 2011, I was at least 90 days delinquent on my First Lien Mortgage.

____ (Initial) I certify that each individual named on the First Lien Mortgage loan documents was identified in my EHLP application, and that his/her/their income was included in determining my eligibility to receive EHLP emergency assistance.

____ (Initial – Applicant Only) I certify that I experienced a substantial reduction in income as a result of temporary and involuntary unemployment or underemployment due to economic conditions or medical emergency.

____ (Initial) I certify that I am financially unable to make my full monthly mortgage payment on the First Lien Mortgage, and I am in need of EHLP emergency assistance.

____ (Initial) I certify that circumstances make it probable that, absent my receiving EHLP emergency assistance, there will be a foreclosure of the Premises.

I certify that I am (initial option that applies to you): (a) a United States Citizen [_____];

(b) a Non-Citizen National of the United States [_____]; (c) a qualified alien (under 8 U.S.C. § 1641(b)) lawfully present in the United States pursuant to Federal law [_____].

____ (Initial) I certify that to the best of my knowledge and belief, the data and documentation I have provided for the purpose of completing my EHELP application (including, but not limited to, data and documentation regarding my income) is true, complete, and correct.

____ (Initial) I certify that I will immediately notify my designated housing counseling agency (identified on page 1 of this Loan Description Acknowledgment) to update or correct any inaccuracies in the data or documentation I provided in connection with this transaction, including in this Acknowledgment, whenever I become aware of such information.

18. FALSE STATEMENTS, SIGNATURE, NOTARY:

By signing below, I understand that any false statement made in this Loan Description Acknowledgment may result in fines or imprisonment of up to five (5) years, or both, under 18 U.S.C. § 1001, that I may also be subject to civil and/or administrative penalties or sanctions, and that HUD may pursue any available penalty, civil or criminal, to the fullest extent of the law.

By signing below, I certify under penalty of perjury that, to the best of my knowledge and belief, the information I have provided in this Loan Description Acknowledgment is true, complete, and correct.

IN WITNESS WHEREOF, Applicant (and Co-Applicant, if any) has executed this Loan Description Acknowledgment.

Signed, sealed and delivered
in the presence of:

_____(SEAL)
Witness Approved Applicant

_____(SEAL)
Witness Approved Co-Applicant (if any)

STATE OF _____)
) ss:
COUNTY OF _____)

On this, the __ day of _____, 20__, before me, _____,
the undersigned officer, personally appeared _____,
known to me as (or satisfactorily proven to be) the person whose name(s) is (are) subscribed to
within instrument and acknowledged that _____ executed the same for the purposes
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(SEAL)