

Borrower

Identity-of-Interest / Conflict-of-Interest Certification

Borrower

Name: _____

Property

Address: _____

City: _____ State: _____ Zip: _____

Borrower Certification

I/we hereby certify to the Department of Housing and Urban Development (HUD) and Mid America Mortgage, Inc., that I/we do not have an identity-of-interest with the seller of the property. I/we also certify that I/we do not have a conflict-of-interest with any other party to the transaction, including the realtor, lender, contractor, consultant and/or the appraiser. In addition, I/we certify that I/we am not obtaining any source of funds or acting as a “strawbuyer” for another individual, partnership, company or investment club and I/we will occupy the residence I/we are purchasing or refinancing.

I/we understand that any violation of either an Identity-of-Interest and/or Conflict-of-Interest is a direct violation against the terms and conditions of the Department of Housing and Urban Development (HUD), the Lender and the Mortgage Instrument, and as such, could be punishable in a criminal and/or civil court and cause the lender to call the Mortgage Note due and payable.

_____ Borrower Signature	_____ Date
_____ Borrower Signature	_____ Date
_____ Borrower Signature	_____ Date
_____ Borrower Signature	_____ Date

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

203 (k) Borrower's Acknowledgement

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Condition of Property: I understand that the property I am purchasing is not HUD approved and HUD does not warrant the condition or the value of the property. I understand the HUD plan review (where performed) and the appraisal are performed to determine compliance with the required architectural

exhibits and to estimate the value of the property, but neither guarantees the house is free of defects. I understand I was responsible to have an independent consultant and/or a professional home inspection service perform an inspection of the property and the cost of the inspection was (or could be) included in the mortgage.

Loan Requirements

- I understand at the time of the loan closing of an FHA-insured 203(k) Rehabilitation Loan, for which I have applied to my lender, the proceeds designated for the rehabilitation or improvement (including a contingency reserve, mortgage payments and any other fees, where applicable) are to be placed in an interest bearing escrow account. The Rehabilitation Escrow Account is not, nor will it be treated as an escrow for the paying of real estate taxes, insurance premiums, delinquent notes, ground rents or assessments. I hereby request the lender, after the Final Release Notice is issued, to:
☐ 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 understand that the Rehabilitation Escrow Account will cease paying interest to me if (1) the loan payments are delinquent for more than 30 days; or (2) the completion date (or an approved extension) has expired. During this period, the interest will be paid down on the mortgage principal. I understand if I clear up the delinquent or default status and/or the completion date has not expired or an extension has been approved, then the interest on the escrow account will begin again to be paid according to the request above.
- I understand no draws on the escrow account can be made until all permits have been issued by the local or state building departments, where required. I further understand I can only request monies for the actual cost of rehabilitation. If any cost savings result on any line item of the Draw Request, form HUD-9746-A, the amount saved must be used to: (1) Make further improvements to the property; (2) Pay for cost overruns in other line items of the Draw Request; or (3) Prepay the mortgage principal.
- I understand the contractor(s) is responsible to complete the work described in the architectural exhibits in a workmanlike manner. If I agree the work has been properly completed, I will sign the Draw Request, form HUD-9746-A, thereby accepting the responsibility that the completed work is acceptable and payment is justified. I understand there is a 10 percent holdback on each Draw Request to assure the work is properly completed and for lien protection.
- I understand I am responsible to negotiate any and all agreements with the contractor(s) I select and that HUD suggests that the Agreement with the contractor should include a provision for binding arbitration with the American Arbitration Association on any dispute.
- I understand if I am using the Escrow Commitment Procedure, I must sign form HUD-314. The funds deposited in an escrow, trust or special account will not be released until an assumption of the loan occurs by a creditworthy buyer or until the time allowed for such assumption has expired, thereby requiring the funds to be paid down on the mortgage principal.

- I understand if I change a contractor for any reason, I may be obligated under the terms of the original contractor's agreement and I should seek legal advice before taking such action. If I disagree with the contractor regarding the acceptable completion of the work, I can request an inspection by the fee inspector to determine if the work has been properly completed. If an agreement cannot be made with the contractor, the lender may hold the money until such time as an agreement is reached or an arbitrator's decision is rendered.
- I understand the lender or HUD does not provide a one-year warranty on the completed work on the property. I am responsible to obtain such warranty(s) from the contractor(s) and the warranty should be stated in the Homeowner-Contractor Agreement.
- I understand I am responsible to make the mortgage payments during the term of the loan, including the rehabilitation period, to ensure the property will not go into default. The construction on the home must start within 30 days; if the construction ceases for more than 30 days, the lender may consider the loan in default or the lender can use the escrow money to have the work completed. If the work stops or is not progressing as it should, or if the work does not comply with the accepted architectural exhibits, the lender may require additional compliance inspections to protect the security of the loan and I will be responsible to pay for the inspections and the cost of the inspection may be withheld at the next draw request.
- I understand no changes to the architectural exhibits can be made without the acceptance of the lender (or HUD) on form HUD-92577. The contingency fund is set up for changes that affect the health, safety, or items of necessity of the occupants of the property. If the contingency reserve is insufficient, I must place additional monies into the account for payment upon acceptance of the change. Additional improvements can be made after it is determined no further health and safety items exist. A change order will be made to assure the monies are available to the contractor upon completion of the changed work.
- I understand if there are unused contingency funds, mortgage payments, inspection fees or other monies in the Rehabilitation Escrow Account after the Final Release is processed, the lender, in compliance with HUD regulations, **must** apply those funds to prepay the mortgage principal, provided those items are a part of the mortgage.
- I understand the lender may retain the 10 percent holdback, for a period not to exceed 35 days (or the time period required by law to file a lien, whichever is longer), to ensure compliance with state lien waiver laws or other state requirements. Upon completion of the work, I understand I will be provided: (1) The Final Draw Request; (2) The Final Release Notice; and (3) An accounting of the final distribution of all funds.

This statement must be delivered to you prior to closing the loan. Return one copy to your lender as proof you have read the entire document. Keep one copy for your records. You, the borrower(s), must be certain that you understand this information. Sign here only after you have read this entire document. Seek professional advice if you are uncertain.

Borrower's Signature & Date:

X

Co-Borrower's Signature & Date:

X

I, the lender, certify this information was delivered to the borrower(s) prior to the time of loan closing.

Lender's Signature & Date:

X

Contractor

Identity-of-Interest / Conflict-of-Interest Certification

Borrower

Name: _____

Property

Address: _____

City: _____

State: _____

Zip: _____

Contractor Certification

I hereby certify to the Department of Housing and Urban Development (HUD) and Mid America Mortgage, Inc., that I do not have an identity-of-interest with the seller of the property. I also certify that I/we do not have a conflict-of-interest with any other party to the transaction, including the buyer(s), realtor, lender, contractor, consultant and/or the appraiser

I understand that any violation of either an Identity-of-Interest and/or Conflict-of-Interest is a direct violation against the terms and conditions of the Department of Housing and Urban Development (HUD), the Lender and the Mortgage Instrument, and as such could be punishable in a criminal and/or civil court and cause the lender to call the Mortgage Note due and payable.

Contractor Signature

Date

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**HOMEOWNER/CONTRACTOR
203K CERTIFICATION**

IMPORTANT NOTICES

NON-APPROVED WORK:

ALL WORK TO BE COMPLETED DURING THIS 203K PROJECT MUST BE APPROVED BY THE LENDER, MID AMERICA MORTGAGE, INC. (MAM).

In connection with the 203k loan being processed and administered by the Lender, Mid America Mortgage, Inc., (MAM) certification is hereby made regarding the following:

1. MAM has only authorized the rehabilitation construction/and or improvements described in the Rehabilitation Loan Agreement (including Architectural Exhibits).
2. The Borrower is not authorized to contract independently for any work beyond the scope of the Rehabilitation Loan Agreement (including Architectural Exhibits).
3. In the event that the Borrower and Contractor violate this directive and choose to contract independently for any work beyond the scope of the Rehabilitation Loan Agreement (and/or Architectural Exhibits), MAM will not be responsible to disburse any funds for this additional work nor will MAM be responsible for any dispute that arises. In addition, the Borrower and Contractor hereby AGREE TO INDEMNIFY AND HOLD HARMLESS, MAM from any loss, liability, damage or costs, including court cost and attorney's fees, that may be incurred as a result of the contracting for work beyond the scope of the Rehabilitation Loan Agreement (and/or Architectural Exhibits), WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of the MAM or otherwise

BINDING ARBITRATION:

CLAIMS OR DISPUTES ARE SUBJECT TO BINDING ARBITRATION

Pursuant to Section 6 of the Homeowner/Contractor Agreement, claims or disputes relating to Homeowner/Contractor 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 AAA and must be made in reasonable time after the dispute has arisen. The award rendered by the arbitrator(s) will be considered final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Owner's Signature Date

Contractor's Signature Date

Owner's Signature Date

Owner's Signature Date

Owner's Signature Date

203(k) and Streamlined (k) Maximum Mortgage Worksheet

See Public Reporting Statement on the back before completing this form (See Notes 1 thru 8 on back)

U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner

OMB Approval
No. 2502-0527
(exp. 07/31/2017)

Borrower's Name & Property Address (include street, city, State, and zip code)				FHA Case Number		No. of Units		HUD REO? <input type="checkbox"/> Yes <input type="checkbox"/> NO		<input type="checkbox"/> Purchase <input type="checkbox"/> Refinance <input type="checkbox"/> Streamlined (k) (Note 6) Purchase Date (owned less than 12 months) <div style="border: 1px solid black; width: 100px; height: 20px;"></div>	
				Type: <input type="checkbox"/> Owner-Occupant <input type="checkbox"/> Nonprofit <input type="checkbox"/> Government Agency							
A. Property Information		1. Contract Sales Price Or <input type="checkbox"/> Existing Debt \$	2. 'As-is' Value (Note 1) \$	3. After-improved Value \$	4. 110% of A3 (Note 8) \$	5. Borrower Paid Closing Costs + Prepays (Refinance) \$			6. Allowable energy Improvements (Note 2)		
B. Rehabilitation and Other Allowable Costs		1. Total Cost of Repairs (Line 36, HUD-9746-A) includes the improvements in A6 and REO Lead Based Paint Stabilization								\$	
		2. Contingency Reserve on Repair Costs (%) (10 to 20% of B1)								\$	
		3. Inspection Fees (x \$ per inspection)+ Title Update Fee (x \$ per draw)								\$	
		4. Mortgage Payments Escrowed (months x \$) if uninhabited (Note 7)								\$	
		5. Sub-Total for Rehabilitation Escrow Account (Total of B1 thru B4)								\$	
		6. Architectural and Engineering Fees (Exhibits) (Note 7)								\$	
		7. Consultant Fees (including mileage, if applicable) (\$ + miles@ /mile) (Note 7)								\$	
		8. Permits								\$	
		9. Other Fees (explain in Remarks)								\$	
		10. Sub-Total (Total of B5 thru B9)								\$	
		11. Supplemental Origination Fee for both 203k and Streamlined (k) (greater of \$350 or 1.5% of B10)								\$	
		12. Discount Points on Repair Costs and Fees (B10x %)								\$	
		13. Sub-Total for Release at Closing (Total of B6 thru B9 + B11 and B12 (Note 3))								\$	
		14. Total Rehabilitation Cost (Total of B5 and B13 minus A6) (Streamlined (k) can not exceed \$35,000)								\$	
C. Mortgage Calculation for Purchase Transactions		1. Lesser of Sales Price (A1) or As-Is-Value (A2)								\$	
		2. Total Rehabilitation Cost (B14)								\$	
		3. Lesser of Sum of C1 + C2 (\$) or 110% of After-Improved Value (A4)								\$	
		4. Base Mortgage Amount: Sum of C3 +(-) Required Adjustment (Note 4) (\$) x LTV Factor (96.5%) (Owner-Occupant) or Less Allowable Down payment/ HUD-Owned Property (\$) (Note 5)								\$	
D. Mortgage Calculation for Refinance Transactions		1. Sum of Existing Debt (A1) + Rehabilitation Cost (B14) + Borrower Paid Closing Costs + Prepays (A5)+ Discount on Total Loan Amt minus Discount on Repair Costs (B12) minus FHA MIP Refund (\$)								\$	
		2. Lesser of Sum of As-is Value (A2) (Note 1) + Rehabilitation Cost (B14) (\$) or 110% of After-Improved Value (A4)								\$	
		3. D2 (\$) x LTV Factor (97.75%) (Owner-Occupant)								\$	
		4. Base Mortgage Amount Lesser of D1 or D3 (Note 5)								\$	
E. Calculation for EEM		1. Energy Efficient Mortgage (EEM) Amount (C4 or D4) + A6 (Note 2)								\$	
F. Summary		UFMIP Factor	UFMIP	Total Escrowed Funds		Interest Rate		Discount Pts			
		%	\$	\$		%					
		1. Total Mortgage Amount with UFMIP (C4, or D4 or E1 + UFMIP)								\$	
DE Underwriter's Signature, Title & Date										CHUMS No.	
Borrower's Signature & Date (Optional)					Co-Borrower's Signature & Date (Optional)						

Remarks (Continue on separate page if needed)

Notes:

1. If owned less than 1 year, use lesser of A2 or Original Acquisition Cost plus Debts incurred for rehabilitation since acquisition.
2. Refer to Mortgagee Letters 05-21, 95-46, and 93-13.
3. These Allowable Costs may be released at closing, provided paid receipts or contractual agreements requiring payment are obtained
4. Required Adjustments would include additions such as financeable repairs and improvements, energy related weatherization items, and solar energy systems, as well as subtractions including sales concessions in excess of six percent of the sales price, inducements to purchase, personal property items, etc., all as per HUD Handbook 4155.1 (May also include HUD REO Lead Based Paint Credit.)
5. Maximum Mortgage before UFMIP not to exceed statutory limit.
6. See ML 2005-50.
7. Not applicable to Streamline 203(k) transactions.
8. If Condominium limit to 100% of A3

Public reporting burden for this collection of information is estimated to average 25 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 collection involves an expanded information requirement for lenders that originate and service Section 203(k) mortgages. The purpose of the information is to help mitigate program abuses. The expanded information focuses on the loan origination process and requires increased documentation and strengthened internal control procedures. Periodic reporting of the information is not required. The information also includes information that was voluntarily accepted by the 203(k) lending community. The information provides a more comprehensive basis for evaluating lender underwriting practices and thereby improves risk management of the 203(k) loan portfolio. Responses are required under Section 203(k) of the National Housing Act (12 U.S.C. 1703). No assurance of confidentiality is provided.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONTRACTOR PROFILE REPORT

JOB INFORMATION

Case Number:				Date:	
Borrower Name:			Co-Borrower Name:		
Property Address:					

CONTRACTOR INFORMATION

Contractor Name:								
Address:			City:		State:		Zip:	
Principal:				Social Security #:				
Point of Contact:								
Work/Phone Number:			Cell Number:			Fax Number:		
Email:								

ORGANIZATION

Type of Organization:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Individual	
Number of years in which the organization has been in business:						
Other Co. Names?						
List jurisdictions legally licensed/qualified to conduct business:						
Tax ID Number:				License Number:		

REFERENCES

Bank:		Phone:		Name:		Acct #:	
Bank:		Phone:		Name:		Acct #:	
Trade:		Phone:		Name:		Acct #:	
Trade:		Phone:		Name:		Acct #:	
Client:		Phone:		Date of Work:		(Must be in past 12 months)	
Type of Work:							
Client:		Phone:		Date of Work:		(Must be in past 12 months)	
Type of Work:							
Client:		Phone:		Date of Work:		(Must be in past 12 months)	
Type of Work:							

MISCELLANEOUS

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against you or your organization or its officers? If yes – describe in an attached document and provide 3 rd party documentation.	Yes	No
Have your or your organization filed any lawsuits or requested arbitration with regard to construction contracts within the past five (5) years? If yes – describe in an attached document and provide 3 rd party documentation.	Yes	No

INSURANCE

Liability Insurance Carrier:				(must provide current declarations page w/minimum \$1mm per incident)
Policy #:			Expiration Date:	
Workman's Comp Insurance Carrier:				
Policy #:			Expiration Date:	

Contractor represents and warrants that all information in the Contractor's Profile is complete and accurate. Contractor authorizes the borrower and/or lender, to contact the references listed above to verify the information represented in this Contractor Profile.

Signature:			
Typed/Written Name:			
Title:		Date:	
In addition to this completed form, Contractor must provide; State/Local Licenses, Current Liability Insurance, Final Repair Bid and fully completed Lender required documents to include executed W-9.			



Mid America Mortgage, Inc.

ACH Request Form

Payable to:

Phone #:

Total ACH Amount:

Bank Name:

ABA#:

Account #:

Consultant's Identity-of-Interest Certification

All Consultants and plan reviewers are required to sign the following certification after preparing/reviewing the work write-up and cost estimates, stating:

"I hereby certify that I have carefully inspected this property for compliance with the general acceptability requirements (including health and safety) to FHA minimum property standards. I have required as necessary and reviewed the architectural exhibits, including any applicable engineering and industry certifications, and the estimated rehabilitation cost and they are acceptable for the rehabilitation of this property. I have no personal interest, present or prospective, in the property, applicant, or proceeds of the mortgage. I also certify that I have no identity-of-interest or conflict-of-interest with the borrower, seller, lender, realtor, appraiser, plan reviewer, contractor or subcontractor. To the best of my knowledge, I have reported all items requiring correction and that the rehabilitation proposal now meets all HUD requirements for 203(k) Rehabilitation Mortgage Insurance."

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

Consultant/Plan Reviewer's Signature

Date

Contractor's Acknowledgement Consultant 203(k) Program

Contractor: _____

Address: _____

Phone: _____ (day)

I, _____, wishing to act as a Contractor on 203(k) projects, acknowledge and understand the terms under which I will be expected to perform. These terms are outlined below:

- Contractor agrees and understands that Mid America Mortgage, Inc.'s 203(k) Department will conduct a Pre-Closing conference call with borrower, Consultant, and contractor to help manage everyone's proper expectations.
- Change Orders and Draw Requests will not be accepted until 203(k) Draw Department has prepared draw file. This process takes approximately 2 weeks. Contractor and Borrower should schedule the start of work accordingly.
- All work described on the 203(k) Spec of Repairs and/or estimates I have provided must be completed in full.
- Any alterations to the Spec of Repairs must be approved by the FHA 203(k) Consultant and DE Underwriter prior to any changes being made.
- Monies will be released on the project in draws only after an FHA Consultant has inspected the work and approved the work done.
- Each draw will have a 10% hold back to be released after the final inspection, and after the lender has confirmed clear title.
- Any disputes that may occur between the borrower and contractor will be reported immediately to the 203(k) Department.
- All work will be completed in the time frame allocated to that project. Extensions must be requested in writing outlining the reasons for the delay and the predicted completion date but never can an extension exceed 6 months from the original closing date.
- Continued delays and/or poor workmanship may result in the contractor being removed from the project and replaced with another contractor and may result in a forfeiture of any funds not previously disbursed.

This acknowledgement will be incorporated and made part of any 203(k) file that the above named Contractor is contracted to work on. I certify that I have read and understand the requirements that I must meet throughout the rehabilitation period and agree to cooperate in full with Mid America Mortgage, Inc.

Contractor's Signature: _____ Date: _____

203(k) Mortgage Payment Disclosure

This disclosure is only applicable for FHA "Full/Consultant" 203(k) loans. Financing mortgage payments is not an option under FHA "Streamline" 203(k) loans.

The undersign borrower(s) intend to enter into a FHA "Full/Consultant" 203(k) loan with Mid America Mortgage, Inc. (MAM). It is understood that up to six (6) monthly mortgage payments (PITI) may be financed into the loan when a home is deemed inhabitable from a certified HUD Consultant. The certified HUD Consultant is required to state the reason for the home being inhabitable and the duration of time the borrowers may not live in the home while it is under construction.

The purpose of this document is to indicate my/our election.

I/We have been notified by our HUD Consultant that we will not be able to occupy the home we are purchasing for up to _____ months due to unsafe conditions, missing heating/plumbing electricity, a non-operational kitchen/bathroom, necessary mold or lead based paint remediation, etc.

☐ By checking this box we certify that we **do not** want to have any mortgage payments financed into our FHA 203(k) mortgage. It is acknowledge that any and all mortgage payments due during and after the renovation will be my/our responsibility.

☐ By checking this box we certify that we would like to finance _____ months of mortgage payments into our FHA 203(k) mortgage based on the information provided to us by our Certified HUD consultant. I/We understand that the mortgage payments (PITI) that are financed are estimates. If the payment is more than estimated I/we are responsible for making up the shortage each and every month. The Lender will continue to take draws from the Escrow Account for the monthly mortgage payments provided the home is not occupied, the Final Release Notice has not been received by MAM or funds for the payments have been exhausted.

Borrower

Co-Borrower

(Loan Officer)

Date

**LIMITED 203(k) PURCHASE TRANSACTION
MAXIMUM MORTGAGE CALCULATION**

Step 1:	Establishing Financeable Repair and Improvement Costs, Fees and Reserves	
A.	Repair and Improvement Costs and Fees Total (<i>Sum of A1 thru A7</i>)	\$ _____
	1. Costs of construction, repairs and rehabilitation	\$ _____
	2. Inspection Fees (work Performed during Rehabilitation)	\$ _____
	3. Title Update Fees	\$ _____
	4. Permit Fees	\$ _____
B.	Financeable Contingency Reserves	\$ _____
C.	Financeable Mortgage Payments Reserves	\$ _____
D.	Financeable Mortgage Fees Total (<i>Sum of D1 and D2</i>)	\$ _____
	1. Origination Fee (<i>Greater of \$350 or 1.5% of (Sum of 1A, 1B and 1C)</i>)	\$ _____
	2. Discount Points on 1A	\$ _____
E.	Total Rehabilitation Costs, Fees and Reserves (<i>Sum of 1A, 1B, 1C & 1D</i>) Not to exceed \$35,000	\$ _____

Step 2:	Establishing Value	
A.	Purchase Price	\$ _____
B.	Inducement to Purchase	\$ _____
C.	Purchase Price Less Inducement to Purchase	\$ _____
D.	As-Is Property Value (<i>As-Is Appraisal may be required to comply with Property Flipping guidelines</i>)	\$ _____
E.	Adjusted As-Is Value (<i>If As-is appraisal is obtained, then the As-is property value (Step 2D) = Adjusted As-Is Value, OR if As-is appraisal is not obtained, then Step 2C = Adjusted As-is Value</i>)	\$ _____
F.	After-Improved Value (<i>Appraisal Subject to repairs and improvements</i>)	\$ _____

Step 3:	Calculating Maximum Mortgage	
A.	Step 2E + Step 1E (<i>Adjusted As-Is Value + Step 1 Total</i>)	\$ _____
B.	Step 2F (<i>After-Improved Value</i>) X 110% (100% if Condo)	\$ _____
C.	Lesser of 3A or 3B (\$ _____) x Maximum LTV Factor from 3F _____%	\$ _____
D.	Nationwide Mortgage Limit	\$ _____
E.	Initial Base Mortgage Amount = Lesser of 3C or 3D	\$ _____
F.	Determining Loan-To-Value Factor for Maximum Mortgage Eligibility _____%	
	Basis	Criteria
	MDCS	At or above 640
		<input type="checkbox"/> 97.75% Refi / 96.50% Purch.
Note: MDCS = Minimum Decision Credit Score		

Mortgagees must consult HUD Handbook 4000.1 for detailed guidance on all 203(k) loan transactions.

**LIMITED 203(k) PURCHASE TRANSACTION
MAXIMUM MORTGAGE CALCULATION**

Step 4:	Additions to Initial Base Mortgage Amount for EEM, and/or Solar/Wind Energy <i>Note: If no EEM or Solar/Wind additions, then Initial Base Mortgage amount (3F) = Final Base Mortgage amount (4G)</i>	
A.	Energy Efficient Mortgage (EEM) Improvement Amount	A.
B.	Step 3E + Step 4A <i>(Initial Base Mortgage Amount + EEM Improvement Amount)</i>	B.
C.	Solar/Wind Energy System Actual Cost	C.
D.	Step 2F x 20% (After-Improved Value x 20%)	D.
E.	Lesser of (Step 4C or Step 4D) = Maximum financeable Solar/Wind Energy amount	E.
F.	Step 3E x 120% (Nationwide Mortgage Limit x 120%)	F.
G.	Final Base Mortgage Amount = Lesser of (Sum of Step 4B + Step 4E) or Step 4F	G.

Step 5:	Calculating the LTV for Application of Annual MIP	
A.	MIP LTV = 4G divided by 2F (Final Base Mortgage Amount divided by After Improved Value)	_____ %

Step 6:	Establishing the Rehabilitation Escrow Account	
A	Repair and Improvement Costs, Fees & Reserves (Step 1E Total)	\$ _____
B	Initial Draw at Closing Total (Sum of B1 thru B7)	\$ _____
	1. Permit Fees	\$ _____
	2. Origination Fees (Step 1D1)	\$ _____
	3. Discount Point (Step 1D2)	\$ _____
	4. Material costs for items ordered & prepaid by Borrower/or contractor under contract for delivery	\$ _____
	5. Up to 50% of materials costs for items ordered but not yet paid for	\$ _____
C.	Rehabilitation Escrow Amount Balance for Future Draws = 6A minus 6B	\$ _____

Mortgagees must consult HUD Handbook 4000.1 for detailed guidance on all 203(k) loan transactions.

Contractors Acknowledgement Streamline 203(k) Program

Contractor: _____

Address: _____

Phone: _____(Day)

I, _____, wishing to act as a contractor on 203(k) projects, acknowledge and understand the terms under which I will be expected to perform. These terms are outlined below:

- 50% of the agreed upon repair cost (labor and material) will be available at the loan closing. Check will be made payable to both Contractor and Home Purchaser.
 - NOTE: FOR HUD OWNED REO: 50% of the agreed upon repair cost (labor and material) will be available immediately after loan closing. A check will be made payable to both Contractor and Home Purchaser and mailed to the new property address. Please expect this process to take 5 to 7 business days"
- Final Funds are released when all work on the property is completed, inspections are completed (as required) and the title update confirms that there are not liens on the property.
- All work described on the estimates I have provided must be completed in full.
- Any alterations to the estimates must be approved by the DE Underwriter prior to any changes being made.
- Any disputes that may occur between the borrower and contractor will be reported immediately to the 203(k) Department.
- All work will be completed in the time frame allocated to that project. Extensions must be requested in writing outlining the reason for the delay and the predicted completion date.
- Continued delays and /or poor workmanship may result in the contractor being removed from the project and replaced with another contractor and may result in a forfeiture of any funds not previously disbursed.

This acknowledgement will be incorporated and made part of any 203(k) file that the above named Contractor is contracted to work on. I certify that I have read and understand the requirements that I must meet throughout the rehabilitation period and agree to cooperate in full with Mid America Mortgage, Inc.

Contractor's Signature: _____ Date: _____

HOMEOWNER/CONTRACTOR AGREEMENT- Limited

Owner's Name(s): _____

Contractor's Name: _____

Address: _____

Address: _____

Telephone Number: Home: _____

Telephone Number: Work: _____

Work: _____

Fax: _____

Tax ID No.: _____

FHA Case No.: _____

License No.: _____

THIS AGREEMENT, made this date _____, between the above mentioned Homeowner (Owner) and Contractor, is for the rehabilitation of the property located at _____ that has been approved for FHA mortgage insurance under Section 203(k) of the National Housing Act. The Owner(s) shall pay the Contractor the sum of \$_____ for completion of the work, including all sales tax due by law, together with such increases or decreases in the contract price as may be approved in writing by the Lender. The work will begin within 30 days of the loan closing with the Lender and will be completed by **3 months from the date of settlement** 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 Rehabilitation Loan Agreement between the Owner(s) and the Lender, or as described below (or on an attached sheet):

Owner(s) Signature(s) and Date _____

Contractor's Signature and Date _____

Owner(s) Signature(s) 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 which must precede the approval of a permit for this project. If owner fails to do so then the contract is void. If the contractor fails to correct defective work or persistently fails to carry out the work in accordance with the agreement or 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. 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 for 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 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 all sales, use and other taxes related to the work and will secure and pay for building permits and/or other permits, fees, inspections and licenses necessary for the completion of the work unless otherwise specified in the Agreement. The contractor will indemnify and hold harmless the owner from

Owners Initials: _____

Contractor's Initials: _____

and against all claims, damages, losses, expenses, legal fees or other costs arising or resulting from the contractors' performance of the work or provisions of this section. The contractor will comply with all rules, regulations, laws ordinances and orders of any public authority or HUD inspector 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 other 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 subcontractors 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 Homeowner/Contractor 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 AAA and must be made in reasonable time after the dispute has arisen. The award rendered by the arbitrator(s) will be considered final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. **Cleanup 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 any time 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. All work must be completed within One Hundred Eighty (180) days from the closing of the loan. A final compliance inspection report from the approved inspector stating all Work has been satisfactorily completed; Contractor's Lien Release and the Borrower's Letter of Completion must be received by the Lender within two (2) weeks of completion or One Hundred Eighty (180) days from the date of the note, whichever is earlier. If, for whatever reason, the final inspection verifying that all work is completed is not received within One Hundred Eighty (180) days of the date of the note, the Lender has the right to make a principal reduction payment with the funds being held in escrow. **If the funds held in escrow are used to make a principal reduction, the final payment to the Contractor will not be available from the Lender unless the Lender has agreed in writing through an approved change order to extend such time.**
9. **Payments and Completion:** Funds for the renovation are released per the executed draw agreement. All requests for funds should be submitted to the FHA 203K Draw Specialists assigned to the specific job. Payments may be withheld because of: (1) defective work not remedied; (2) failure of contractor to make proper payments to subcontractors, works, or suppliers; (3) persistent failure to carry out work in accordance with this Agreement or these general conditions, or (4) legal claims. 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 liens. A 10% holdback is required by the lender to assure the work has been properly completed and there are no liens on the property.

Owners Initials: _____

Contractor's Initials: _____

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- 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 owner(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. Not all change order requests may be accepted by the lender; therefore, the contractor proceeds at his/her 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 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. Non-Approved Work: ALL WORK TO BE COMPLETED DURING THE 203K PROJECT ASSOCIATED WITH THIS HOMEOWNER/CONTRACTOR AGREEMENT (HOCA) MUST BE APPROVED BY THE LENDER.** In connection with the 203k loan being processed and administered by the Lender certification is hereby made regarding the following:
 - a. MAM has only authorized the rehabilitation construction/and or improvements described in the Rehabilitation Loan Agreement (including Architectural Exhibits).
 - b. The Borrower is not authorized to contract independently for any work beyond the scope of the Rehabilitation Loan Agreement (including Architectural Exhibits).
 - c. In the event that the Borrower and Contractor violate this directive and choose to contract independently for any work beyond the scope of the Rehabilitation Loan Agreement (and/or Architectural Exhibits), MAM will not be responsible for any dispute that arises. In addition, the Borrower and Contractor hereby AGREE TO INDEMNIFY AND HOLD HARMLESS, MAM from any loss, liability, damage or costs, including court cost and attorney's fees, that may be incurred as a result of the contracting for work beyond the scope of the Rehabilitation Loan Agreement (and/or Architectural Exhibits), WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of the MAM or otherwise.
- 16. Termination:**
 - a. 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 (10) 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.
 - b. If the Contractor fails or neglects to carry out the terms of the Agreement, the borrower, after ten (10) working days written notice to the Contractor, may terminate this Agreement. The Borrower may then finish the Work by hiring a new Contractor acceptable to Mid America Mortgage, Inc. (MAM). If the cost of completion of the Work exceeds the Agreement balance, the difference, as well as costs and reasonable attorney's fees made necessary to enforce the terms of this Agreement, shall be due and owing to Borrower from Contractor. The Contractor, upon termination of the Agreement, releases any claim to the funds remaining on the escrow account and acknowledges that MAM will use any funds remaining in the escrow account to complete the work including that MAM will use any funds remaining in the escrow account to complete the working including paying the Borrower's new Contractor.

If the contractor fails 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.

Owners Initials: _____

Contractor's Initials: _____



Final Draw Request for 203k Limited Streamline

By signing this request I acknowledged that all repairs have been completed and have been done satisfactory...and I am requesting for the final inspection to be done.

Borrower: _____

Date: _____

Borrower: _____

Date: _____