

SIGNING INSTRUCTIONS FOR VA LOANS



Please review this job aid for signing VA Loans.

The following two documents commonly have errors after signing:

- HUD/VA Addendum to Uniform Residential Loan Application
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- VA Form 1820—REPORT AND CERTIFICATION OF LOAN
DISBURSEMENT

HUD/VA Addendum to Uniform Residential Loan Application:

Signing Instructions

Page 1: All info should already be prepopulated, nothing for borrower to complete or sign:

HUD/VA Addendum to Uniform Residential Loan Application				OMB Approval No. VA: 2900-0144 HUD: 2502-0059 (exp 11/30/2010)	
Part I - Identifying Information (mark the type of application)		2. Agency Case No. (include any suffix)	3. Lender's Case No.	4. Section of the Act (for HUD cases)	
1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act					
5. Borrower's Name & Present Address (include zip code)		7. Loan Amount (include the UFMIP if for HUD or Funding Fee if for VA)	8. Interest Rate	9. Proposed Maturity	
		\$	%	yrs. mos.	
		10. Discount Amount (only if borrower is permitted to pay)	11. Amount of Up Front Premium	12a. Amount of Monthly Premium	12b. Term of Monthly Premium
		\$	\$	/ mo.	months
6. Property Address (including name of subdivision, lot & block no. & zip code)		13. Lender's I.D. Code		14. Sponsor / Agent I.D. Code	
15. Lender's Name & Address (include zip code)		16. Name & Address of Sponsor / Agent			
		17. Lender's Telephone Number			
Type or Print all entries clearly					
VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.					
18. First Time Homebuyer?		20. Purpose of Loan (blocks 9 - 12 are for VA loans only)			
a. <input type="checkbox"/> Yes		1) <input type="checkbox"/> Purchase Existing Home Previously Occupied			
b. <input type="checkbox"/> No		2) <input type="checkbox"/> Finance Improvements to Existing Property			
		3) <input type="checkbox"/> Refinance (Refi.)			
		4) <input type="checkbox"/> Purchase New Condo. Unit			
		5) <input type="checkbox"/> Purchase Existing Condo. Unit			
		6) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied			
		7) <input type="checkbox"/> Construct Home (proceeds to be paid out during construction)			
		8) <input type="checkbox"/> Finance Co-op Purchase			
		9) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home			
		10) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home & Lot			
		11) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home to Buy Lot			
		12) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home/Lot Loan			
Part II - Lender's Certification					
21. The undersigned lender makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. Code, or to induce the Department of Housing and Urban Development - Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.					
A. The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.					
B. The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.					
C. The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.					
D. The verification of employment and verification of deposits were requested and received by the lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.					
Items "H" through "J" are to be completed as applicable for VA loans only.					
H. The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:					
Name & Address					
Function (e.g., obtained information on the Uniform Residential Loan Application, ordered credit report, verifications of employment, deposits, etc.)					
I. If no agent is shown above, the undersigned lender affirmatively certifies that all information and supporting credit data were obtained directly by the lender. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions with which they are identified.					
J. The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.					
Signature of Officer of Lender		Title of Officer of Lender		Date (mm/dd/yyyy)	

Part III - Notices to Borrowers. Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Paperwork Project (0142-0007), Washington, DC 20503. The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). HUD and/or VA may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or VA, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside VA or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may

Page 2: Borrower(s) to sign and date in two places, middle of page and bottom of page, the rest of the info should already be prepopulated:

result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law. Caution. Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

Part IV - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration to verify my Social Security number to the Lender identified in this document and HUD/FHA, through a computer match conducted by HUD/FHA.

I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD/FHA and that verification of my Social Security number does not constitute confirmation of my identity. I also understand that my Social Security number may not be used for any other purpose than the one stated above, including resale or redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA complies with SSA's consent requirements.

I am the individual to whom the Social Security number was issued or that person's legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

Signature(s) of Borrower(s) Date Signed

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

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Part V - Borrower Certification

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

22a. Do you own or have you sold other real estate within the ☐ Yes ☐ No past 60 months on which there was a HUD/FHA mortgage?

Is it to be sold? ☐ Yes ☐ No

22b. Sales Price \$

22c. Original Mortgage Amt \$

22d. Address

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

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

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

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

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

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

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

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

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

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

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

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

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan)

I have been informed that (\$) is:

☐ the reasonable value of the property as determined by VA or;

☐ the statement of appraised value as determined by HUD / FHA.

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

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

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

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

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

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

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

Signature(s) of Borrower(s) -- Do not sign unless the application is fully completed. Read the certifications carefully & review accuracy of this application.

Signature(s) of Borrower(s) Date Signed

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

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

VA Form 1820—REPORT AND CERTIFICATION OF LOAN DISBURSEMENT:

Signing Instructions

Page 1: Nothing for Borrower(s) to complete, all info should be prepopulated:

RESPONDENT BURDEN: 15 minutes

Department of Veterans Affairs

REPORT AND CERTIFICATION OF LOAN DISBURSEMENT

☐ AUTOMATIC PROCEDURE ☐ PRIOR APPROVAL PROCEDURE

INSTRUCTIONS TO LENDERS: For use by lenders closing VA loans under 38 U.S.C. 3710. After closing of the loan and completion of the form, the original is to be forwarded to the VA; the duplicate is to be retained by the lender; the triplicate is to be provided to the veteran. With this report, unless previously submitted to VA, please submit the following: (a) copy of the borrower's loan application to you showing income, assets, and obligations; (b) the ORIGINAL verification(s) of employment and earnings; (c) ORIGINAL credit report on the borrower and co-borrower, if any; (d) ORIGINAL VA Form 26-8937, Verification of VA Benefit Related Indebtedness; (e) ORIGINAL VA Form 26-0503, Federal Collection Policy Notice; (f) VA Form 26-0551, Debt Questionnaire; (g) Veteran's Certificate of Eligibility; (h) a copy of the veteran's executed sales or construction contract, as appropriate; (i) ORIGINAL verification of bank deposit; (j) a true copy of the HUD Form 1 or, if a refinancing loan, a statement of the loan disbursement and costs, showing the fees and costs charged to the borrower and seller (HUD Form 1 may be used); (k) if the home is of new construction, an executed copy of the builder's warranty, VA Form 26-1859; a copy of the Master Certificate of Reasonable Value, VA Form 26-1843a and any related endorsements, and a VA or FHA final compliance inspection report. In special cases, such as loans wherein some of the proceeds are to be escrowed to cover the completion of postponed exterior improvements, etc., other attachments to the report may be necessary. Lenders should consult with the VA regional office in this regard. For refinancing loans under 38 U.S.C. 3710 (a)(5), provide evidence of the lien of record on the property and of the veteran's ownership of the property. For all loans, submit VA Form 26-8998, Acknowledgment of Receipt of Funding Fee From Mortgagee, if required.

RESPONDENT BURDEN: We need this information to confirm that the lender has closed the loan in compliance with all applicable VA laws and regulations and that the veteran has entered into the loan with an understanding of all relevant requirements and responsibilities. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 15 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at www.whitehouse.gov/omb/library/OMBINV.VA.EPA.html#VA. If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

1. VA LOAN NUMBER	2A. LENDER'S LOAN NUMBER	2B. LENDER'S VA IDENTIFICATION NUMBER	3. DATE OF REPORT
4A. FIRST NAME - MIDDLE NAME - LAST NAME OF VETERAN			4B. VETERAN'S SOCIAL SECURITY NO.
5. PRESENT ADDRESS OF VETERAN (Include ZIP Code)		6. NAME AND ADDRESS OF RELATIVE NOT LIVING WITH VETERAN (Include ZIP Code and complete telephone number if available)	

This report of the undersigned lender is made pursuant to Section 3702(c), Title 38, United States Code. The undersigned lender and veteran each agree that the Regulations issued under Chapter 37, Title 38, United States Code, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties and that any provisions of the loan instrument inconsistent with such Regulations are hereby amended and supplemented to conform thereto and request issuance of evidence of the loan to the full extent permitted by the veteran's available entitlement.

☐ GUARANTY ☐ INSURANCE

Page 2: Sections 28 – 32 MUST be completed by Borrower(s):

IF THE CONTRACT PRICE OR COST EXCEEDS THE VA REASONABLE VALUE, COMPLETE EITHER ITEM D OR E.

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

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

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

g. I AM AWARE THAT VA DOES NOT WARRANT THE CONDITION OR VALUE OF THE PROPERTY.

IF CERTIFICATE OF ELIGIBILITY REQUIRES CERTIFICATION OF ACTIVE DUTY STATUS, FOLLOWING CERTIFICATION MUST BE CHECKED ☐ I certify that I have not been discharged or released from active duty since the date my Certificate of Eligibility was issued.

VOLUNTARY INFORMATION FOR GOVERNMENT MONITORING PURPOSES	28A. VETERAN (If you do not wish to complete items 28B thru 28D, please initial here)	INITIALS	28B. ETHNICITY <input type="checkbox"/> HISPANIC OR LATINO <input type="checkbox"/> NOT HISPANIC OR LATINO	28C. RACE <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <input type="checkbox"/> ASIAN <input type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN	28D. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
	29A. COBORROWER (If you do not wish to complete items 29B thru 29D, please initial here)	INITIALS	29B. ETHNICITY <input type="checkbox"/> HISPANIC OR LATINO <input type="checkbox"/> NOT HISPANIC OR LATINO	29C. RACE <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <input type="checkbox"/> ASIAN <input type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN	29D. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE

30. DATE SIGNED

31. SIGNATURE OF VETERAN (Read Certifications Carefully before Signing)

32. SIGNATURE OF SPOUSE (if applicable)

Federal Statutes provide severe penalties for any fraud, intentional misrepresentation, or Criminal Conviction or conspiracy purposed to influence the issuance of any guaranty or insurance by the Department of Veterans Affairs.

Boxes 28A and/or 29A

If veteran and/or co-borrower do not wish to provide the HMDA information, box(es) must be initialed.

Box 27 (certification)

If the veteran is active duty, this box must be checked.

Boxes 28B-D and/or 29B-D

If boxes A are not initialed, then boxes B-D must be completed for both borrowers.

Boxes 30-32

Borrower and co-borrower (if applicable) must sign and date.