

1* The clause below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initialed by all parties:

4* (____)(____) - (____)(____) **E. FHA Financing:** (Buyer will be referred to as "purchaser" in the following statement) "It is
5 expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete
6 the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise
7 unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal
8 Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the
9 property of not less than \$_____. The purchaser shall have the privilege and option of proceeding with
10 consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to
11 determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the
12 value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property
13 are acceptable." If **Buyer** elects to proceed with the Contract without regard to the amount of reasonable value established by
14 the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be
15 made in writing within 3 days from **Buyer's** receipt of the appraisal.

16* **(1) Fees, Prepayments:** Seller will pay all required fees under FHA regulations up to a maximum cost of \$_____
17 (\$250.00 if left blank).

18 **(2) Repairs:** In the event a lender, as a result of the FHA appraisal, requires repairs to items not covered by **Seller's**
19 warranty in Paragraph **8** of the Contract or Paragraph **H** of the Comprehensive Addendum (if applicable), **Seller** will make
20 required repairs up to a maximum cost to **Seller** of _____ (\$500.00 if left blank). Required repairs to
21 warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted
22 items exceeds the respective limit, **Seller** will, within 3 days after receiving notice of the excess cost, deliver to **Buyer**
23 written notice of **Seller's** intent to pay some, all, or none of the excess amount. If **Seller** pays less than the full amount of the
24 excess cost, **Buyer** may pay the balance or cancel the Contract. **Buyer's** election must be in writing and provided to **Seller**
25 within 3 days after receipt of **Seller's** notice.

26 **(3) Home Inspection:** Buyer has received and signed the "For Your Protection: Get a Home Inspection" notice.

27 **(4) FHA Certification:** **Buyer** and **Seller** are signatories to the Contract. The selling real estate agent or broker involved in
28 this transaction states: I certify that the terms of this Contract for Sale and Purchase are true and correct to the best of my
29 knowledge and belief and that any other agreements entered into by any of these parties in connection with this
30 transaction are part of, or attached to, the Contract.

31* _____
32 *Selling Sales Associate or Broker* *Date* *Listing Sales Associate or Broker* *Date*

FHA DISCLOSURES

AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION

Buyer(s) _____

Date of Agreement: _____

Seller(s) _____

File No.: _____

Property Address : _____

FHA AMENDATORY CLAUSE

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

Borrower

Date

Borrower

Date

Seller

Date

Seller

Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

REAL ESTATE CERTIFICATION

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

Borrower

Date

Borrower

Date

Seller

Date

Seller

Date

Listing Agent (as applicable)

Date

Selling Agent (as applicable)

Date

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.