

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 coborrower, 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: VA may not conduct or sponsor, and respondent is not required to respond to this collection of information unless it displays a valid OMB Control Number. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments regarding this burden estimate or any other aspect of this collection of information, call 1-800-827-1000 for mailing information on where to send your comments.

1. VA LOAN NUMBER	2A. LENDERS 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 the undersigned lender is made pursuant to Section 3702(c), Title 38, United State 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 instruments 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

SECTION I - PURPOSE, AMOUNT, TERMS AND SECURITY FOR LOAN

7. PURPOSE OF LOAN			
<input type="checkbox"/> PURCHASE EXISTING HOME PREVIOUSLY OCCUPIED	<input type="checkbox"/> REFINANCE	<input type="checkbox"/> PURCHASE EXISTING CONDOMINIUM UNIT	<input type="checkbox"/> PURCHASE EXISTING HOME NOT PREVIOUSLY OCCUPIED
<input type="checkbox"/> FINANCE IMPROVEMENTS TO EXISTING PROPERTY	<input type="checkbox"/> PURCHASE NEW CONDOMINIUM UNIT	<input type="checkbox"/> PURCHASE PERMANENTLY SITED MANUFACTURED HOME	<input type="checkbox"/> PURCHASE PERMANENTLY SITED MANUFACTURED HOME AND LOT
8. ADDRESS OF PROPERTY SECURING LOAN (Include lot and block numbers, subdivision name and ZIP Code)			9. AMOUNT OF LOAN \$

10. TERMS OF LOAN

A. PRINCIPAL AND INTEREST PAYABLE EACH PERIOD	B. RATE OF INTEREST PER ANNUM 0.000	C. DATE OF NOTE	D. DATE OF FIRST PAYMENT
E. DATE LOAN WAS CLOSED	F. DATE LOAN PROCEEDS FULLY PAID OUT	G. TERM OF LOAN YEARS MONTHS	H. DATE OF MATURITY

11. TYPE OF LIEN (38 CFR 36.4351)
 FIRST REALTY MORTGAGE SECOND REALTY MORTGAGE FIRST CHATTEL MORTGAGE UNSECURED OTHER (Specify)

12. TITLE OF PROPERTY IS VESTED IN THE FOLLOWING PERSON(S)
 VETERAN VETERAN AND SPOUSE OTHER (Specify)

13. ESTATE IN PROPERTY IS (38 CFR 36.4350)
 FEE SIMPLE LEASEHOLD (Give expiration date) OTHER (Specify)

14. APPROXIMATE ANNUAL REAL ESTATE TAXES \$	15. INSURANCE	A. HAZARD	B. FLOOD (Where applic.)	16. APPROXIMATE ANNUAL ASSESSMENT PAYMENT \$	17. TOTAL UNPAID SPECIAL ASSESSMENTS \$
	FACE AMOUNT OF POLICY \$				
	ANNUAL PREMIUM \$				

18. ANNUAL MAINTENANCE ASSESSMENT

19. DESCRIBE NONREALTY, IF ANY, ACQUIRED WITH PROCEEDS OF LOAN (Attach separate sheet if necessary)

20. DESCRIBE ADDITIONAL SECURITY TAKEN AND LIST OF OTHERS (Including Spouse) LIABLE ON INDEBTEDNESS, IF ANY (Attach separate sheet if necessary)

IF LAND ACQUIRED BY SEPARATE TRANSACTION COMPLETE ITEMS 21 AND 22	21. DATE ACQUIRED	22. PURCHASE PRICE (If acquired other than by purchase, state "None") \$	23. AMOUNT WITHHELD FROM LOAN PROCEEDS AND DEPOSITED IN <input type="checkbox"/> ESCROW <input type="checkbox"/> EARMARKED ACCOUNT \$
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SECTION II - LENDER'S CERTIFICATION

24. I, THE UNDERSIGNED LENDER, CERTIFY THAT:

- If this loan was closed under the automatic procedure, no default exists which has continued for more than 30 days.
- The lender has not imposed and will not impose any charges or fees against the veteran borrower in excess of those permissible under the schedule set forth in paragraph (d) of 38 CFR 36.4312.
- The information furnished in Section I is true, accurate and complete.
- The information contained in the loan application was obtained directly from the veteran by an employee of the undersigned lender or the lender's duly authorized agent and is true to the best of the lender's knowledge and belief.
- The credit report submitted on the subject veteran (and coborrower, if any) was ordered by the undersigned lender or the lender's duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.
- The verification(s) of employment and verification(s) of deposits were requested and received by the lender or the lender's 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.
- This report was signed by the veteran after Sections I, II and III were completed.
- VA Forms 26-0503, Federal Collection Policy Notice, and 26-0551, Debt Questionnaire, were signed by the veteran and a signed copy of each was furnished to the veteran. (NOTE: These forms are not required for loans in which an URLA and HUD/VA Addendum are used.)
- This loan to the named veteran meets the income and credit requirements of the governing law in the judgment of the undersigned.
- 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 for loan application; ordered credit report, verification of employment, verification of deposits, etc.)
a.		
b.		
c.		
d.		
e.		

If no agent is shown above, the undersigned lender affirmatively charges that all information and supporting credit data were obtained directly by the lender.

- The undersigned lender understands and agrees that the lender is responsible for the acts of agents identified in Item 24J as to the functions with which they are identified.
- The loan conforms with the applicable provisions of Title 38, U.S. Code and the Regulations concerning guaranty or insurance of loans to veterans.
- COMPLETE WHERE AUTHORIZED BY CERTIFICATE OF REASONABLE VALUE.
 - Any construction, repairs, alterations, or improvements upon which the reasonable value of the property is predicated and which were not inspected and approved subsequent to completion by a compliance inspector designated by the Secretary have been completed properly.
- If the loan application has been submitted for the prior approval of the VA, the proceeds of the loan were expended for the purposes described in the loan application or refinancing proposal originally submitted for the prior approval of the VA and in the amounts shown in the statement of loan disbursement and costs or HUD Form 1 that is attached to and incorporated in this report.

24. Continued

- O. Any deviations or changes of identity in the security of the property from that set forth in the plans and specifications upon which the original appraisal was based are itemized in an attachment hereto and have been approved as required in 38 C.F.R. 36.4304 and have been completed properly.
- p. If this is a refinancing loan under section 3710a(5) of title 38, U.S.C., the veteran's secured liens of record identified on the property and shown on the loan application, and any debts listed on the application which were not secured by liens of record and which were to have been retired from the proceeds of the loan, have, in fact, been paid in full. The amount of cash, if any, shown as paid to the veteran on the statement of loan disbursement and costs or HUD Form 1 that is attached to and incorporated in this report was, in fact, disbursed to him or her personally.
- Q. If this loan is required to be personally reviewed and approved by a VA-approved underwriter, the name of that underwriter is as follows:

25A. NAME AND ADDRESS OF LENDER		25B. TELEPHONE NO. OF LENDER
26A. DATE SIGNED	26B. SIGNATURE AND TITLE OF OFFICER OF LENDER	

PRIVACY ACT INFORMATION: The information requested on this form (except social security number) is authorized by 38 U.S.C. 3704(c) and 3710. The Debt Collection Act of 1982, Pub. L. 97-365, requires persons applying for a federally insured or guaranteed loan to furnish his or her social security number. The information on this form will be used in your best interest to determine your qualification for the benefit as allowable by law. Your answers on the form may be given outside VA only if authorized under the Privacy Act, including the routine uses (for example: Authorize release of information to Congress when requested on behalf of a veteran for statistical purposes in specific geographic regions) identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records and Specially Adapted Housing Applicant Records - VA, published in the Federal Register. Failure to provide any of the requested information, including social security number, may result in disapproval of your loan application.

NOTICE TO BORROWERS: This is notice to you as required by the Right to Financial Privacy Act of 1978 that the VA 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 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.

SECTION III - VETERAN'S CERTIFICATIONS *(To be executed by the veteran on the date loan is closed)*

27. As a GI 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.**

Some GI 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 reason, 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 owner 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. Also, unless you are able to sell the property to a credit-worthy obligor who is acceptable to the VA and who will assume the payment of your obligation to the lender and the Department of Veterans Affairs, you will not be relieved from liability to repay any guaranty claim which the VA 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. Payment of the loan in full ordinarily is the way in which continuing liability on a mortgage note is ended. Therefore, if you expect to move from the area in which you are now considering the purchase of a home and should you be unable to sell such home with the purchaser obtaining new financing to pay off your loan, you should understand that you may continue to be liable to the holder of your mortgage and to the Department of Veterans Affairs.

I, THE UNDERSIGNED VETERAN, CERTIFY THAT:

a. I have read and understand the foregoing concerning the liability on the loan.

b. Occupancy:

- (1) 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.
- (2) 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.
- (3) I previously occupied the property securing this loan as my home. *(For interest rate reduction loans).*
- (4) 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 Item b(2) or b(4) is checked the veteran's spouse must also sign Item 32 below.

c. I have been informed that \$ _____ is the reasonable value of the property as determined by VA.

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 national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex 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.

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 <i>(If you do not wish to complete Items 28B and 28C, please initial here)</i>	INITIALS	28B. ETHNICITY <input type="checkbox"/> HISPANIC OR LATINO <input type="checkbox"/> NOT HISPANIC OR LATINO	28C. RACE/NATIONAL ORIGIN <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <input type="checkbox"/> ASIAN <input type="checkbox"/> WHITE	28D. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
	29A. COBORROWER <i>(If you do not wish to complete Items 29B and 29C, please initial here)</i>	INITIALS	29B. ETHNICITY <input type="checkbox"/> HISPANIC OR LATINO <input type="checkbox"/> NOT HISPANIC OR LATINO	29C. RACE/NATIONAL ORIGIN <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER <input type="checkbox"/> ASIAN <input type="checkbox"/> WHITE	29D. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
30. DATE SIGNED	31. SIGNATURE OF VETERAN <i>(Read Certifications Carefully before Signing)</i>			32. SIGNATURE OF SPOUSE <i>(If applicable)</i>	

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 Department of Veterans Affairs.