

# FHA Disclosures

## Amendatory Clause / Real Estate Certification

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Buyer(s): \_\_\_\_\_ Date of Agreement: \_\_\_\_\_

Seller(s): \_\_\_\_\_ Loan Number: \_\_\_\_\_

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 or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

_____ Buyer	_____ Date	_____ Buyer	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ 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 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.

_____ Buyer	_____ Date	_____ Buyer	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Listing Agent	_____ Date	_____ Selling Agent	_____ Date

*WARNING: Our signature above indicates 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.*