



For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



NOTICE TO HOMEOWNER

Property Address : _____

File No.: _____

Assumption of HUD/FHA-Insured Mortgages Release of Personal Liability

You are legally obligated to make the monthly payments required by your mortgage (deed of trust) and promissory note.

The Department of Housing and Urban Development (HUD) has acted to keep investors and noncreditworthy purchasers from acquiring one- to four-family residential properties covered by certain FHA-insured mortgages. There are minor exceptions to the restriction on investors: loans to public agencies and some nonprofit organizations, Indian tribes or servicepersons; and loans under special mortgage insurance programs for property sold by HUD, rehabilitation loans or refinancing of insured mortgages. Your lender can advise you if you are included in one of these exceptions.

HUD will therefore direct the lender to accelerate this FHA-insured mortgage loan if all or part of the property is sold or transferred to a purchaser or recipient (1) who will not occupy the property as his or her principal residence, or (2) who does occupy the property but whose credit has not been approved in accordance with HUD requirements. This policy will apply except for certain sales or transfers where acceleration is prohibited by law.

When a loan is accelerated, the entire balance is declared "immediately due and payable." Since HUD will not approve the sale of the property covered by this mortgage to an investor or to a person whose credit has not been approved, you, the original homeowner, would remain liable for the mortgage debt even though the title to the property might have been transferred to the new buyer.

Even if you sell your home by letting an approved purchaser (that is, a creditworthy owner-occupant) assume your mortgage, you are still liable for the mortgage debt unless you obtain a release from liability from your mortgage lender. FHA-approved lenders have been instructed by HUD to prepare such a release when an original homeowner sells his or her property to a creditworthy purchaser who executes an agreement to assume and pay the mortgage debt and thereby agrees to become the substitute mortgagor. The release is contained in Form HUD-92210-1, ("Approval of Purchaser and Release of Seller"). You should ask for it if the mortgage lender does not provide it to you automatically when you sell your home to a creditworthy owner-occupant purchaser who executes an agreement to assume personal liability for the debt. When this form is executed, you are no longer liable for the mortgage debt.

You must sign and date this notice as indicated, return one copy to your lender as proof of notification and keep one copy for your records.

Applicant Date

Applicant Date

* Instruction to lender : A copy of this notice must be given to the mortgagor(s) on or before the date of settlement. You should retain assigned copy in the origination file.

Important Notice to Homebuyers

U.S. Department of Housing
and Urban Development

Office of Housing - Federal
Housing Commissioner

OMB Approval No. 2502-0059
(Expires 11/30/2010)

You must read this entire document at the time you apply for the loan.
Return one copy to lender as proof of notification and keep one copy for your records.

Condition of Property

The property you are buying is not HUD/FHA approved and HUD/FHA does not warrant the condition or the value of the property. An appraisal will be performed to estimate the value of the property, but this appraisal does not guarantee that the house is free of defects. You should inspect the property yourself very carefully or hire a professional inspection service to inspect the property for you.

Interest Rate and Discount Points

HUD does not regulate the interest rate or the discount points that may be paid by you or the seller or other third party. You should shop around to be sure you are satisfied with the loan terms offered and with the service reputation of the lender you have chosen.

The interest rate, any discount points and the length of time the lender will honor the loan terms are all negotiated between you and the lender.

The seller can pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.

Lenders may agree to guarantee or "lock-in" the loan

terms for a definite period of time (i.e., 15, 30, 60 days, etc.) or may permit your loan to be determined by future market conditions, also known as "floating". Lenders may require a fee to lock in the interest rate or the terms of the loan, but must provide a written agreement covering a minimum of 15 days before the anticipated closing. Your agreement with the lender will determine the degree, if any, that the interest rate and discount points may rise before closing.

If the lender determines you are eligible for the mortgage, your agreement with the seller may require you to complete the transaction or lose your deposit on the property.

Don't Commit Loan Fraud

It is important for you to understand that you are required to provide complete and accurate information when applying for a mortgage loan.

Do not falsify information about your income or assets.

Disclose all loans and debts (including money that may have been borrowed to make the downpayment).

Do not provide false letters-of-credit, cash-on-hand statements, gift letters or sweat equity letters.

Do not accept funds to be used for your downpayment from any other party (seller, real estate salesperson, builder, etc.).

Do not falsely certify that a property will be used for your primary residence when you are actually going to use it as a rental property.

Do not act as a "strawbuyer" (somebody who purchases a property for another person and then transfers title of the property to that person), nor should you give that person personal or credit information for them to use in any such scheme.

Do not apply for a loan by assuming the identity of another person.

Do not sign an incomplete or blank document; that is, one missing the name and address of the recipient and/or other important identifying information.

Penalties for Loan Fraud: Federal laws provide severe penalties for fraud, misrepresentation, or conspiracy to influence wrongly the issuance of mortgage insurance by HUD. You can be subject to a possible prison term and fine of up to \$10,000 for providing false information. Additionally, you could be prohibited from obtaining a HUD-insured loan for an indefinite period.

Report Loan Fraud: If you are aware of any fraud in HUD programs or if an individual tries to persuade you to make false statements on a loan application, you should report the matter by calling your nearest HUD office or the HUD Regional Inspector General, or call the HUD Hotline on 1 (800) 347-3735.

Warning: It is a crime to knowingly make false statements to the United States Government on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S Code Section 1001 and Section 1010.

Discrimination

If you believe you have been subject to discrimination because of race, color, religion, sex, handicap, familial status, or national origin, you should call HUD's Fair Housing & Equal Opportunity Complaint Hotline: 1 (800) 669-9777.

About Prepayment

This notice is to advise you of the requirements that must be followed to accomplish a prepayment of your mortgage, and to prevent accrual of any interest after the date of prepayment.

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment, the prepayment must be received on the installment due date (the first day of the month) if the lender stated this policy in its response to a request for a payoff figure.

Otherwise, you may be required to pay interest on the amount prepaid through the end of the month. The lender can refuse to accept prepayment on any date other than the installment due date.

FHA Mortgage Insurance Information

Who may be eligible for a refund?

Premium Refund: You may be eligible for a refund of a portion of the insurance premium if you paid an upfront mortgage insurance premium at settlement and are refinancing with another FHA mortgage.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

Exceptions

Assumptions: When a FHA insured loan is assumed the insurance remains in force (the seller receives no refund). The owner(s) of the property at the time the insurance is terminated is entitled to any refund.

FHA-to-FHA Refinance: When a FHA insured loan is refinanced, the refund from the old premium may be applied toward the upfront premium required for the new loan.

How are Refunds Determined?

The FHA Commissioner determines how much of the upfront premium is refunded when loans are terminated. Refunds are based on the number of months the loan is insured.

Monthly Insurance Premiums

If you paid an upfront mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan-to-value of your mortgage reaches 78 percent of the initial sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach the 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent loan-to-value threshold. If you were not charged an upfront premium, you will pay the monthly premium for the life of the mortgage.

Important: The rules governing the eligibility for premium refunds are based on the financial status of the FHA insurance fund and are subject to change.

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You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.

Acknowledgment: I acknowledge that I have read and received a copy of this notice at the time of loan application. This notice does not constitute a contract or binding agreement. It is designed to provide current HUD/FHA policy regarding refunds.

Signature & Date

Signature & Date

X _____

X _____

Signature & Date

Signature & Date

X _____

X _____

INFORMED CONSUMER CHOICE DISCLOSURE NOTICE

Borrower(s): _____

Property Addr: _____

Loan Number: _____

In addition to an FHA-insured mortgage, you may also qualify for other mortgage products offered by your lender. To assure that you are aware of possible choices in financing, your lender has prepared a comparison of the typical costs of alternative conventional mortgage product(s) below, using representative loan amounts and costs (the actual loan amounts and associated costs shown below will vary from your own mortgage loan transaction). You should study the comparison carefully, ask questions, and determine which product is best for you. The information provided below was prepared as of _____

Neither your lender nor FHA warrants that you actually qualify for any mortgage loan offered by your lender. This notice is provided to identify the key differences between these mortgage products offered by your lender. **This disclosure is not a contract and does not constitute loan approval.** Actual mortgage approval can only be made following a full underwriting analysis by your mortgage lender.

| | | FHA Financing 203(b) Fixed Rate | Conventional Financing 97% w/Mtg Insurance |
|----|---|---------------------------------|--|
| 1 | Sales Price | 100,000 | 100,000 |
| 2 | Mortgage Amount (with Up-front Mortgage Insurance Premium) | 96500 97465 | 97,000 |
| 3 | Closing Costs | 2,000 | 2,000 |
| 4 | Down Payment Needed | 3500 | 5,000 |
| 5 | Interest Rate and Term of Loan in Years | 7.00 % / 30 yrs | 7.00 % / 30 yrs |
| 6 | Monthly Payment (principal and interest only) | 648.44 | 645.00 |
| 7 | Loan-to-Value | 96.5 % | 97.00 % |
| 8 | Monthly Mortgage Insurance Premium (first year) * | 73.85 | 76.63 |
| 9 | Maximum # of Years of Monthly Insurance Premium Payments | 14 yrs | 13 yrs |
| 10 | Up-front Mortgage Insurance Premium (if applicable) ** (Included in Mortgage Amount, line 2) | 965 | |
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* Monthly mortgage insurance premiums are calculated on the average annual principal balance, i.e., as the amount you owe on the loan decreases each year, so does the amount of the monthly premium.

** Based on an up-front mortgage insurance premium rate of 1.00 %.

FHA Mortgage Insurance Premium Information:

If you paid an up-front mortgage insurance premium, you will also be charged a monthly mortgage insurance premium until the loan-to-value ratio of your mortgage reaches 78 percent of the *initial* sales price or appraised value of your home, whichever was lower (provided that premiums are paid for at least five years). You will reach 78 percent loan-to-value threshold in one of two ways: Through normal amortization as you make your monthly payments, or by paying additional principal on the mortgage. Your lender can advise you on when the mortgage will reach the 78 percent level through normal amortization.

If you have a 15-year mortgage and make a downpayment in excess of 10 percent, you will not have to make monthly mortgage insurance premiums. You will also reach the 78 percent loan-to-value threshold earlier than on longer term mortgages and may not have to pay monthly mortgage insurance premiums for the full five years.

You are required to make these payments on your FHA-insured loan unless you refinance or the mortgage is otherwise paid in full.

I/We have received a copy of this disclosure.

Borrower

Date

Borrower

Date

HUD APPRAISED VALUE DISCLOSURE

Borrower(s):

Lender: **Houstonian Mortgage Group, Inc dba Asset Mortgage**
4800 Sugar Grove Blvd., Suite 195
Stafford , TX 77477

Property Address:

Loan Number:

I (We) understand that my (our) application for a FHA-insured mortgage is being requested under the Direct Endorsement (DE) program. The Lender has advised me (us) that the appraiser has assigned a value of \$ _____ to the property being purchased. I am (We are) aware that the final determination of value for mortgage insurance purposes will be made by the DE underwriter after he/she reviews the report. It is understood that I (we) may elect to cancel the application or renegotiate with the seller if the DE Underwriter reduces the value below the amount set forth in the sales contract or requires additional repairs for which the seller will not be responsible.

Borrower Date

Borrower Date

Borrower Date

Borrower Date

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WATCH OUT FOR LEAD-BASED PAINT POISONING
NOTIFICATION

TO: PURCHASERS OF HOUSING CONSTRUCTED BEFORE 1978

If the building was constructed before 1978, there is a possibility that it may contain lead-based paint.

PLEASE READ THE FOLLOWING INFORMATION CONCERNING LEAD PAINT POISONING

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children.

Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning, although many times there are no symptoms at all. Lead poisoning can eventually cause mental retardation, blindness and even death.

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible.

Inform other family members and baby-sitters of the dangers of lead-poisoning. You can safeguard your child from lead poisoning by preventing him or her from eating paint that may contain lead.

Look at your walls, ceilings, door frames, window sills. Are there places where the paint is peeling, flaking or chipping? If so, there are some things you can do immediately to protect your child:

- (1) Cover all furniture and appliances;
- (2) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork and ceilings;
- (3) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. DO NOT BURN THEM;
- (4) Do not leave paint chips on the floor. Damp mop floors in and around the work area to remove all dust and paint particles. Keeping the floor clear of paint chips, dust and dirt is easy and very important; and
- (5) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

AS A HOMEOWNER:

You should keep your home in good shape. Water leaks from faulty plumbing, defective roofs or exterior holes and breaks may admit rain or dampness into the interior of your home, damaging walls or ceilings, causing paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, chipping or loose should be thoroughly cleaned by washing, sanding, or brushing the loose paint from the surface; then repaint with two (2) coats of non-lead paint; or cover the surface with other material such as wallpaper or paneling. SIMPLY PAINTING OVER DETERIORATED PAINTED SURFACES DOES NOT REMOVE THE HAZARD.

When lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. The removal of lead-based paint should not be undertaken by amateurs and every precaution should be taken to safeguard workers and occupants during the removal process. Whenever possible, the removal of lead based paint should take place when there are no children and pregnant women on the premises.

I have received a copy of the Notice entitled "Watch Out for Lead Paint Poisoning".

DATE

SIGNATURE

SOCIAL SECURITY NUMBER CERTIFICATION

I, _____, do not have proof of my Social Security Number as provided originally in the form of a card, but I hereby certify that my Social Security Number is _____, and is the same number listed on my _____, which I have submitted as part of my loan application.

Borrower

Date

WARNING: Section 1010 of Title 18 U.S.C. Federal Housing Administration states "Whoever, for purposes of influencing in any the way the action of such Administration...makes, passes, or publishing any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years or both."