# FHA/VA Amendatory Clause and Certifications

Check one: ☐ **FHA Amendatory Clause** ☐ **VA Amendatory Clause**

This agreement is entered into by (Seller)

and by (Buyer)

and is intended to amend and supplement that Contract entitled _____ (Contract) entered into on the _____ day of _____, _____ herein consideration is stated as $ _____ (Purchase Price), for that property commonly known as:

(Property Address)

and which is more fully described in the Contract.

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 or Direct Endorsement Lender/Department of Veterans Affairs or the LAPP underwriter setting forth the appraised value of the property (excluding closing costs) of not less than $_____. The purchaser shall have the privilege and option of proceeding with the 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/Department of Veterans Affairs will insure/guarantee. HUD/Department of Veterans Affairs and the mortgagee 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.**

## FHA Direct Endorsement/VA Automatic Underwriting

The subject loan may be processed under FHA Direct Endorsement Underwriting or VA Automatic Underwriting. In the event such underwriting is utilized the Seller herein acknowledges that an underwriting fee may be charged to the Seller by the respective lender, in which event the Seller herein agrees to pay said underwriting fee.

## Certification of Borrower, Seller, Agent

We the undersigned seller(s), borrower(s) and real estate agent(s)/broker(s) involved in this loan transaction do certify that the terms of the sales contract are true to the best of our knowledge and belief. All agreements entered into by any of the following parties are fully disclosed and attached to the sales contract.

| | | | |
|---|---|---|---|
| Borrower | Date | Borrower | Date |
| Borrower | Date | Borrower | Date |
| Seller | Date | Seller | Date |
| Real Estate Agent/Broker | Date | Real Estate Agent/Broker | Date |

**Warning**: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. This form is required by HUD Handbook 4155.1 Rev-4 paragraph 1-22 for Sales Agreements intended to be financed by an FHA-Insured Mortgage and by VA Lender's Handbook Section 36.4303(j) for Sales Agreements intended to be financed by a VA-guaranteed Mortgage.