



**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.

**RESPONDENT BURDEN:** We need this information to confirm that the lender has closed the loan in compliance with all applicable VA laws and regulations and that the veteran has entered into the loan with an understanding of all relevant requirements and responsibilities. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 20 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at [www.reginfo.gov/public/do/PRAMain](http://www.reginfo.gov/public/do/PRAMain). If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

1. VA LOAN NUMBER	2A. LENDER'S 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)			
6A. FIRST NAME - MIDDLE NAME - LAST NAME OF ANY CO-OBLIGOR			6B. CO-OBLIGOR'S SOCIAL SECURITY NO.

This report of the undersigned lender is made pursuant to Section 3702(c), Title 38, United States 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"/> INTEREST RATE REDUCTION REFINANCE	<input type="checkbox"/> PURCHASE MANUFACTURED HOME (NOT PERMANENTLY AFFIXED)
<input type="checkbox"/> CASH OUT REFINANCE	<input type="checkbox"/> PURCHASE A CONDOMINIUM
<input type="checkbox"/> CONSTRUCTION - TWO-TIME CLOSING	<input type="checkbox"/> PURCHASE A 2-4 UNIT HOME
<input type="checkbox"/> CONSTRUCTION - ONE-TIME CLOSING	<input type="checkbox"/> PURCHASE AN EXISTING HOME (INCLUDES MANUFACTURED HOMES PERMANENTLY AFFIXED)
<input type="checkbox"/> ALTERATION & REPAIR	

8. ADDRESS OF PROPERTY SECURING LOAN (Include lot and block numbers, subdivision name and ZIP Code)

**9. TERMS OF LOAN**

A. AMOUNT OF LOAN \$	B. INTEREST RATE %	C. TERM OF LOAN (MONTHS)	D. AMORTIZATION TYPE <input type="checkbox"/> FIXED <input type="checkbox"/> ADJUSTABLE <input type="checkbox"/> HYBRID-ARM
E. ARM TYPE (IF APPLICABLE) <input type="checkbox"/> 3/1 <input type="checkbox"/> 5/1 <input type="checkbox"/> 7/1 <input type="checkbox"/> 10/1		F. PRINCIPAL AND INTEREST PAYABLE EACH PERIOD \$	G. DATE LOAN WAS CLOSED
H. DATE LOAN PROCEEDS FULLY PAID OUT	I. DATE OF FIRST PAYMENT	J. DATE OF MATURITY	K. DATE OF NOTE

10. TYPE OF LIEN (38 CFR 36.4351)

FIRST REALTY MORTGAGE  SECOND REALTY MORTGAGE  FIRST CHATTEL MORTGAGE  UNSECURED  OTHER (Specify) \_\_\_\_\_

11. ESTATE IN PROPERTY IS (38 CFR 36.4350)

FEE SIMPLE  LEASEHOLD (Give expiration date)  OTHER (Specify)

12. TITLE OF PROPERTY IS VESTED IN THE FOLLOWING PERSON(S)

VETERAN  VETERAN AND SPOUSE  VETERAN AND NON-VETERAN (Who is not spouse)  
 VETERAN AND VETERAN (Each using entitlement)  OTHER (Specify)

13. LIST ALL TITLE HOLDERS:

14. DISCOUNT POINTS CHARGED \$

15. DISCOUNT POINTS FINANCED (IRRRL ONLY) \$

**FOR REFINANCES ONLY (16 AND 17)**

16A. WAS THE LOAN BEING REFINANCED MODIFIED?  YES  NO  N/A (IF NO, SKIP TO 17)

16B. MODIFIED INTEREST RATE %

16C. MODIFIED TERM

17A. WAS THE LOAN BEING REFINANCED AN ADJUSTABLE-RATE MORTGAGE (ARM)?  YES  NO  N/A (IF NO, SKIP TO 18)

17B. CURRENT RATE IF LOAN BEING REFINANCED WAS AN ARM %

18. AMOUNT OF ENERGY EFFICIENCY MORTGAGE \$

19. LIST OF ENERGY IMPROVEMENTS

20. APPROXIMATE ANNUAL REAL ESTATE TAXES \$	21. INSURANCE	A. HAZARD	B. FLOOD (Where applicable)	22. APPROXIMATE ANNUAL ASSESSMENT PAYMENT \$	23. TOTAL UNPAID SPECIAL ASSESSMENTS \$
	FACE AMOUNT OF POLICY	\$			
	ANNUAL PREMIUM	\$			

24. HOMEOWNERS ASSOCIATION DUES \$ PER MONTH

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

26. AMOUNT WITHHELD FROM LOAN PROCEEDS AND DEPOSITED INTO ESCROW \$

27. ITEMS TO BE COMPLETED AS PART OF THE ESCROW (Attach separate sheet if necessary)

IF LAND ACQUIRED BY SEPARATE TRANSACTION COMPLETE

28. DATE ACQUIRED

29. PURCHASE PRICE (If acquired other than by purchase, state "None") \$

**SECTION II - LENDER'S CERTIFICATION**

30. I, THE UNDERSIGNED LENDER, CERTIFY THAT:

- A. If this loan was closed under the automatic procedure, no default exists which has continued for more than 30 days.
- B. 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.
- C. The information furnished in Section I is true, accurate and complete.
- D. 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.
- E. The credit report submitted on the subject veteran (and co-borrower, 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.
- F. 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.
- G. This report was signed by the veteran after Sections I, II and III were completed.
- H. This loan to the named veteran meets the income and credit requirements of the governing law in the judgment of the undersigned.
- I. 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. _____	_____	_____

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

- J. The undersigned lender understands and agrees that the lender is responsible for the acts of agents identified in Item 30I as to the functions with which they are identified.
- K. The loan conforms with the applicable provisions of Title 38, U.S. Code and the Regulations concerning guaranty or insurance of loans to veterans.
- L. 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.
- M. 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 Closing Disclosure (CD) that is attached to and incorporated in this report.
- N. 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.
- O. 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 Closing Disclosure that is attached to and incorporated in this report was, in fact, disbursed to him or her personally.
- P. If this loan is required to be personally reviewed and approved by a VA-approved underwriter, the name of that underwriter is as follows:

31A. NAME OF UNDERWRITER		31B. UNDERWRITER VA ID NUMBER	
32. NAME AND ADDRESS OF LENDER		33. TELEPHONE NO. OF LENDER	
34. DATE SIGNED	35. SIGNATURE AND TITLE OF LENDER REPRESENTATIVE		

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

**PRIVACY ACT NOTICE:** VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (i.e., information may be disclosed to Congress when requested on behalf of a veteran for statistical purposes in specific geographic regions) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendee Loan Applicant Records - VA, published in the Federal Register. Your obligation to respond is voluntary, but failure to provide requested information could impede processing. Giving us your SSN account information is voluntary. Refusal to provide your SSN by itself will not result in the denial of benefits. VA will not deny any individual benefits for refusing to provide his or her SSN unless the disclosure of the SSN is required by a Federal Statute of law in effect prior to January 1, 1975, and still in effect.

**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.

**FEDERAL COLLECTION POLICY NOTICE:** The Debt Collection Act of 1982, Pub. Law 97-365, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN. HUD and/or VA may conduct a computer match to verify the information you provide. VA may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of VA, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure information outside VA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that 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. Caution. Delinquencies, defaults, foreclosures, and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

36. I, THE UNDERSIGNED VETERAN, CERTIFY THAT:

**a. 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)  The veteran is on active military duty and in his or her absence, I certify that a dependent child of the veteran occupies or will occupy the property securing this loan as their home. (**NOTE:** this requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign in Item 40)
- (4)  I previously occupied the property securing this loan as my home. (*For interest rate reduction loans*)
- (5)  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*)
- (6)  While the veteran was on active military duty and unable to occupy the property securing this loan, the property was occupied by the veteran's dependent child as his or her home. (*For interest rate reduction loans.*) (**NOTE:** this requires that the veteran's attorney-in-fact or legal guardian of the dependent child sign in Item 40)

NOTE: If Item (2) or (5) is checked the veteran's spouse must also sign Item 41 below.

**b. Reasonable Value:**

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,**

- 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.
- 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.

c. 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.

**d. I AM AWARE THAT VA DOES NOT WARRANT THE CONDITION OR VALUE OF THE PROPERTY.**

**e. Certificate of Eligibility Conditions (COE):**

- If the COE indicates it is subject to continued active-duty service, I the undersigned Veteran certify I have not been discharged or released from active duty since the COE was issued.
- If the COE indicates it is subject to continued Reserve/National Guard Service, I the undersigned Veteran certify I have not been discharged or released from Reserve/National Guard Service since the COE was issued.
- If the COE indicates it is subject to my eligibility as an unremarried surviving spouse, I the undersigned spouse, certify that my status has not changed since the COE was issued.

VOLUNTARY INFORMATION FOR GOVERNMENT MONITORING PURPOSES	37A. VETERAN  <i>(If you do not wish to complete Items 37B thru 37D, please initial here)</i>	INITIALS	37B. ETHNICITY  <input type="checkbox"/> HISPANIC OR LATINO  <input type="checkbox"/> NOT HISPANIC OR LATINO	37C. RACE  <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER  <input type="checkbox"/> ASIAN <input type="checkbox"/> WHITE  <input type="checkbox"/> BLACK OR AFRICAN AMERICAN	37D. GENDER  <input type="checkbox"/> MALE  <input type="checkbox"/> FEMALE
	38A. CO-OBLIGOR  <i>(If you do not wish to complete Items 38B thru 38D, please initial here)</i>	INITIALS	38B. ETHNICITY  <input type="checkbox"/> HISPANIC OR LATINO  <input type="checkbox"/> NOT HISPANIC OR LATINO	38C. RACE  <input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER  <input type="checkbox"/> ASIAN <input type="checkbox"/> WHITE  <input type="checkbox"/> BLACK OR AFRICAN AMERICAN	38D. GENDER  <input type="checkbox"/> MALE  <input type="checkbox"/> FEMALE
39. DATE SIGNED	40. SIGNATURE OF VETERAN <i>(Read Certifications Carefully before Signing)</i>		41. SIGNATURE OF CO-OBLIGOR <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.*