

**REPRESENTATIONS AND WARRANTIES
And CERTIFICATIONS OF HAZARD INSURANCE**

Residential Loan Program
Oregon Housing and Community Services Department
State of Oregon

TO: Oregon Housing and Community Services Department, State of Oregon

RE: _____
Name of Borrower *Name of Borrower*

Property Address: _____
Street and Number

City *State* *Zip*

REPRESENTATIONS AND WARRANTIES

With respect to the Program Loan hereby delivered for sale by the undersigned ("Approved Lender") to the Oregon Housing and Community Services Department ("Department") pursuant to the Program Loan Purchase Agreement between the Department and Approved Lender under which this Program Loan is delivered, the Approved Lender hereby represents and warrants that the conditions set forth in Section 9 of said Program Loan Purchase Agreement have been met as of the date herein set forth.

The Loan-to-Value Ratio is _____% and the type of this loan is:
 Conventional Insured by _____ % Coverage;
 Conventional Uninsured;
 FHA 203__;
 Guaranteed Rural Housing

The household size of the Eligible Borrower(s) at purchase is:
 1 person 2 persons 3 or more persons

The **total annualized gross household income** of **all** non-minors intending to live in the Single-Family Residence being purchased is \$_____. This amount does not exceed the applicable income limit at purchase.

The Single-Family Residence being purchased is located in:
 Clackamas, Columbia, Multnomah, Washington or Yamhill County
 Benton County
 Other Counties

The Acquisition Cost of the Single-Family Residence being purchased does not exceed the limit applicable to the County in which the residence is located.

CERTIFICATION OF HAZARD INSURANCE

This is to certify that:

1. We hold a hazard insurance policy on subject property with fire and extended coverage, including flood and earthquake insurance, if necessary, in the name of the Borrower for an amount to cover the mortgage loan, with a Loss Payable Endorsement to the Oregon Housing and Community Services Department, State of Oregon, attached and a part of said policy; or
2. We maintain mortgage impairment insurance or mortgagee interest insurance, as approved by the Department, in full force and effect.
3. CashAdvantage Home Loan Option

[] If this box is marked, we as the Approved Lender, have advanced the borrower(s) cash assistance at closing in the amount of \$_____ which is equal to 3% of the Note amount. We understand the cash assistance funds are not secured by the subject property and our reimbursement of these funds will only occur upon purchase of this Program Loan by the Department. To facilitate the purchase by the Department, we have included with this loan file a final and complete HUD-1 Settlement Statement (with both borrower's and seller's sides of the transaction). We further understand that in the event the Department is unable to purchase this Program Loan, the Department will not be obligated to reimburse the Lender for the cash assistance advanced at closing.

Date: _____

_____ *Approved Lender Name*

By: _____ *Authorized Signature*

Name: _____

Title: _____