

**VA/FHA AMENDATORY CLAUSE AND REAL ESTATE CERTIFICATION**

1 Buyer(s) \_\_\_\_\_  
 2 Seller(s) \_\_\_\_\_  
 3 Property Address or Tax ID # \_\_\_\_\_  
 4 \_\_\_\_\_ (the "Property")

5 Buyer and Seller agree that this Addendum is a part of the above-referenced Sale Agreement (select A or B).

6 **A.  VA CLAUSE:**

7 It is expressly agreed that, notwithstanding any other provisions of this Sale Agreement, the Buyer shall not incur any penalty by forfeiture of  
 8 earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds  
 9 the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of  
 10 proceeding with the consummation of this Sale Agreement without regard to the amount of the reasonable value established by the Department of  
 11 Veterans Affairs.

12 **B.  FHA CLAUSE:**

13 It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of  
 14 the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given, in  
 15 accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a  
 16 Direct Endorsement lender setting forth the appraised value of the property of not less than \$ \_\_\_\_\_.\*. The purchaser shall have the  
 17 privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised  
 18 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant  
 19 the value or condition of the Property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

20 \* Mortgagees must ensure the actual dollar amount of the sales price stated in the contract has been inserted in the amendatory clause. Increases  
 21 in the sale price require a revised amendatory clause.

22 **C. REAL ESTATE CERTIFICATION:**

23 The Borrower, seller, and the real estate agent or broker involved in the sales transaction certify, to the best of their knowledge and belief, that (1)  
 24 the terms and conditions of the sales contract are true and (2) any other agreement entered into by any parties in connection with the real estate  
 25 transaction is part of, or attached to, the sales agreement.

26 **WARNING:** The Buyer, Seller, and real estate agents fully understand that it is a federal crime punishable by fine or imprisonment, or both to  
 27 knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections  
 28 1012 and 1014.

29 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

30 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

31 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

32 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

33 Buyer's Agent \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

34 Buyer's Agent Firm \_\_\_\_\_

35 Seller's Agent \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

36 Seller's Agent Firm \_\_\_\_\_