



March 6, 2010

Re: 30 Long Drive, Henderson, NV 89105 203k S project

The utilities were on at the time of the inspection.

I have carefully inspected this property for compliance and generally acceptability requirements of the Streamlined "k" loan program as well as the contractor bids and found it to be acceptable for the rehabilitation of this property.

I have no personal interest, present or prospective, in this property, applicant or proceeds of the mortgage. I also certify that I have no identity-of-interest or conflict-of-interest with borrower, seller, lender, appraiser, plan reviewer, contractor, or sub-contractor.

To the best of my knowledge I have reviewed all work items identified by the contractors and home buyer and found no other needed repairs to be warranted for the Streamlined "k" mortgage insurance program.

Respectfully yours,

Mike Young  
S0289

203kOnLine.com/Mike Young  
4350 Main Street, Suite 215  
Harrisburg, NC 28075  
704-451-1599

**203(k) Consultant Agreement**

This agreement is made on 3/31/2010 between Bradley Hawk clients and consultant 203kOnLine.com/Mike Young. The client hereby desires to engage the Consultant to perform services pertinent to the implementation of HUD's Section 203(k) Rehabilitation Mortgage Insurance Program as it pertains to the property commonly known as:

30 Long Drive  
Henderson, NV 89105

It is mutually understood and agreed as follows:

**Initial Walk Through**

The consultant will accompany the Client or his/her agent during a walk through of the subject property during which the property will be analyzed for compliance with the 203(k) Rehabilitation Mortgage Insurance Program. The consultant will recommend repairs and modifications that in his/her opinion will be necessary to comply with the 203(k) program requirements. The Consultant will assist the Client in the preparation of the Work Write Up that describes the proposed rehabilitation and the HUD required form for the Draw Request. The client is not required to use a consultant.

**Inspections**

The Consultant will incorporate all inspections performed on the property prior to closing. This includes, but is not limited to, the mechanical, engineering, termite report, any home or building inspection reports, and local government inspection reports.

**Agreement Duration**

The Consultant will perform the services described herein from the date of this agreement to the closing of the loan with the lender at which time the consultant becomes an inspector for the draws. This agreement can be terminated with the approval of the lender by mutual consent of all parties involved.

**Indemnification**

The Client agrees to indemnify, defend and hold harmless the Consultant, his employees, and agents of and from all claims, actions, demands for damages, liability and cost attendant to defending against the same brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of or occasioned by the acts of the Consultant, or his agents or employees, except in cases of willful misconduct or gross negligence of the Consultant, or his agents or employees, for the work performed by the Consultant during terms of the agreement and thereafter.

**Consultant Fee**

The fee of \$466 is charged for the services described in this agreement prior to commencement of the services described in paragraph one (1) herein, the Client will pay the Consultant fee in full unless otherwise agreed to in writing prior to the initial inspection of the premises.

**Additional provisions (if any)**

If the amount charged is different than the HUD Guideline for charges the difference will be adjusted in escrow.

**\*\*\* Special Notice \*\*\***

The local HUD office does not warrant, accept liability or responsibility for the competence of the Consultant or the quality of the work product the consultant may perform for the Borrower(s).

In Witness Thereof, the parties hereto have caused this agreement to be executed on the date and year noted below.

Client(s): Bradley Hawk

Consultant: M.A. Young S0289  
Date:

Lender: Irwin Mortgage Corp.

203kOnLine.com/Mike Young

### Borrower's Acceptance of Conditions

Initial		In addition it is essential that the lender inform the borrower of the following conditions:
Here	I.	No rehabilitation work is to begin until appraisals are complete and the loan has funded.
	II.	Plan approval by HUD is for department use only and does not imply compliance with local codes. Borrower is responsible to ensure proper permits are obtained and in compliance with local codes.
	III.	Plans and specifications must be approved and building permits, as required and issued by local jurisdictions, are to be on exhibit at the job site prior to release of first draw. The Fee Inspector will verify this on the Consultant's Identity of Interest Form.
	IV.	Final inspection by local jurisdiction will be required prior to the release of final draw. This is applicable only when building permits are required.
	V.	A clear and final termite report will be required before release of the final draw. Clear and final means a report by a licensed termite company which certified that all work required on original report has been completed. Work to be done by someone other than the termite inspection firm may be cleared by the HUD Fee inspector if that item is specifically noted in the compliance report.
	VI.	All items of work which are not included in the original scope of work statement must be processed change orders and corresponding funds (when additional costs are incurred) are to be deposited in the escrow account prior to doing the work. Lender must provide certification to HUD that funds are on deposit prior to any subsequent draw request being approved.
	VII.	Contingency funds are available only for items that effect the health, safety, or are of necessity to the occupant and that are not apparent before the project is started. Change orders are not considered as contingencies and must be paid for by the borrower (s) into the escrow account.
	VIII.	Lender must make all checks jointly payable to the borrower and the contractor. The lien waiver statement must be contained on the back of the check as specified in Handbook 4240.1. It is the lenders responsibility to insure the validity of the 1st lien on the property.
	IX.	Draws for work completed will be verified by inspection.

The undersigned hereby acknowledge full understanding of the items contained in this document.

Signature, D.E. Underwriter (Mtgee Official if non D.E. Lender)

Date:

Signature, Borrower(s) Bradley Hawk

Date:

Consulting Co.:

203kOnLine.com/Mike Young  
4350 Main Street, Suite 215  
Harrisburg, NC 28075

Lender:

Irwin Mortgage Corp.  
2944 Hilltop Mall Road  
Richmond , CA 94806

Consultant: M.A. Young

**203(k) Borrower's  
Acknowledgement****U.S. Department of Housing and Urban Development  
Office of Housing Federal Housing Commission**

Conditions of Property: I understand that the property I am purchasing is not HUD approved and HUD does not warrant the condition or the value of the property. I understand the HUD plan review (Where performed) and the appraisal was performed to determine compliance with the required architectural exhibits and to estimate the value of the property, but neither guarantees the house is free of defects. I understand I was responsible to have an independent consultant and/or a professional home inspection service perform an inspection of the property and the cost of the inspection was (or could be), included in the mortgage.

**Loan Requirements**

I understand at the time of the loan closing of an FHA-insured 203(k) Rehabilitation Loan, for which I have applied to my lender, the proceeds designated for the rehabilitation or improvement (including a contingency reserve, mortgage payments and any other fees, where applicable) are to be placed in an interest bearing escrow account. The Rehabilitation Escrow Account is not, nor will it be treated as an escrow for the paying of real estate taxes, insurance premiums, delinquent notes, ground rents or assessments. I hereby request the lender, after the Final Release Notice is issued to: Pay the net interest income directly to me/us. Apply the net interest income directly to the mortgage principal balance for an equal amount or principal reduction. Other:

I understand that the Rehabilitation Escrow Account will cease paying interest to me if (1) the loan payments are delinquent for more than 30 days; or (2) the completion date (or an approved extension has expired). During this period, the interest will be paid on the mortgage principal. I understand if I clear up the delinquent or default status and/or the completion date has not expired or an extension has been approved, then the interest on the escrow amount will begin again to be paid according to the request above. I understand no draws on the escrow account can be made until all permits have been issued by the local or state building departments, where required.

I further understand I can only request monies for the actual cost of rehabilitation. If any cost savings result on any line item of the Draw Request Form HUD-9746-A, the amount saved must be used to: (1) Make further improvements to the property; (2) Pay for cost overruns in other line items of the Draw Request; or (3) Prepay the mortgage principal. I understand the contractor(s) is responsible to complete the work described in the architectural exhibits in a workmanlike manner. If I agree the work has been properly completed, I will sign the Draw Request, form HUD-9746-A, thereby accepting the responsibility that the completed work is acceptable and payment is justified. I understand there is a 10 percent holdback, on each Draw Request to assure the work is properly completed and for lien protection. I understand I am responsible to negotiate any and all agreements with the contractor (s) selected and that HUD suggests that the Agreement with the contractor should include a provision for binding arbitration with the American Arbitration Association on any dispute. I understand if I am an investor using the Escrow Commitment Procedure, I must sign form HUD-314 and an amount not less than 15 percent of the original principal of the mortgage will be deposited in an escrow, trust or special account and will not be released; until an assumption of the loan occurs by a credit worthy buyer or until the time allowed for such assumption has expired.

I understand if I change a contractor for any reason, I may be obligated under the terms of the original contractor's agreement and I should seek legal advice before taking such action. If I disagree with the contractor regarding the acceptable completion of the work, I can request an inspection by the Fee Inspector to determine if the work has been properly completed. If an agreement cannot be made with the contractor, the lender may hold the money until such time as an agreement is reached or an arbitrator's decision is rendered.

I understand the lender or HUD does not provide a one-year warranty on the completed work on the property. I am responsible to obtain such warranty (s) from the contractor (s) and the warranty should be stated in the Homeowner-Contractor Agreement.

I understand I am responsible to make the mortgage payments during the term of the loan, including the rehabilitation period, to ensure the property will not go into default. The construction of the home must start within 30 days; if the construction ceases for more than 30 days, the lender may consider the loan in default or the lender can use the escrow money to have the work completed. If the work stops or is not progressing as it should, or if the work does not comply with the accepted architectural exhibits, the lender may require additional compliance inspections to protect the security of the loan and I will be responsible to pay for the inspections and the cost of the inspection may be withheld at the next draw request.

I understand no changes to the architectural exhibits can be made without the acceptance of the lender (or HUD) on form HUD-92577. The contingency fund is set up for changes that affect the health, safety, or items of necessity of the occupants of the property. If the contingency reserve is insufficient, I must place additional monies into the account for payment upon acceptance of the change. Additional improvements can be made after it is determined no further health and safety items exist. A change order will be made to assure the monies are available to the contractor upon completion of the changed work.

I understand if there are unused contingency funds, mortgage payments, inspection fees or other monies in the Rehabilitation Escrow Accounts after the Final Release is processed, the lender, in compliance with HUD regulations, must apply those funds to prepay the mortgage principal, provided those items are a part of the mortgage. I further acknowledge the lender may retain the 10 percent holdback for a period not to exceed 35 days (or the time period required) by law to file a lien, whichever is longer), to ensure compliance with state lien waiver laws or other state requirements. Upon completion of the work, I understand I will be provided: (1) The Final Draw Request; (2) The Final Release Notice; and (3) An accounting of the final distribution of all funds.

This statement must be delivered to you prior to closing the loan. Return one copy to your lender as proof you have read the entire document. Keep one copy for your records. You, the borrower (s), must be certain that you understand this information. Sign here only after you have read this entire document. Seek professional advice if you are uncertain.

Bradley Hawk

I, the lender, certify this information was delivered to the borrower (s) prior to the time of the loan closing.

Lender's Signature &amp; Date:

\_\_\_\_\_  
Irwin Mortgage Corp.

**Rehabilitation Loan Agreement - Page 1**

This agreement, including the provisions below is made this day Wednesday, March 31, 2010 between Bradley Hawk (borrower) and (lender) Irwin Mortgage Corp. to establish the conditions under which the lender or refinance and rehabilitate the property described below.

The property is located in the County of Union, State of Nevada, and is described as:

30 Long Drive  
Henderson, NV 89105

1. The loan will be in the principal sum of \$ 7,597.00 Dollars to be advanced by the lender to the Borrower as provided in this Agreement and will be secured by a mortgage or deed of trust (mortgage), which will be a first lien on the property.
2. Payments required under the mortgage or deed of trust must be made by the borrower on the date specified, even though the proposed rehabilitation or improvement may not be completed, or the property may not be suitable for occupancy, on the anticipated date.
3. The Lender intends to request the Assistant Secretary for Housing - Federal Housing Commissioners ("Commissioner") to insure the loan under the provisions of Section 203(k) of the National Housing Act; therefore, Borrower agrees to conform to, and to cause improvements to be constructed in conformance with all requirements of the Commissioner.
4. The Lender will place that portion of the principal amount of the mortgage allocated to the total rehabilitation cost of \$0, line B-14 of the 203(k) Maximum Mortgage Worksheet in a secured interest bearing account, trust or escrow for the benefit of the Borrower (hereafter called escrow funds). Lender shall release the escrowed funds by check, payable to the Borrower and the contractor or other appropriate payee who performed the work and supplied the materials in connection with this Agreement at such time as the stages of construction are completed. If a Mortgage Payment Reserve account is established, the lender may make draws from the account to make the monthly mortgage payment provided the dwelling has not been occupied and/or the Final Release Notice has not been issued.
5. The interest accumulated in the Rehabilitation Escrow Account will be distributed as required by the 203(k) Borrower's Acknowledgment, form HUD 92700-A.
6. The principal amount of the loan specified in paragraph 2 contains a contingency reserve. If the actual cost of rehabilitation exceeds the estimated cost of rehabilitation, the contingency reserve or any part thereof may, with the consent of the Commissioner, be paid to cover these costs without the Borrower's permission. The contingency reserve can also be used to make other improvements to the property after it is determined that no further health, safety or necessity items will be discovered. If the contingency reserve or any part thereof is not so paid, the remaining balance will be applied as a partial prepayment of the loan, if the contingency reserve is part of the mortgage. However, such prepayment will not extend or postpone the due date of any monthly installment due under the note, nor change the amount of such installments.
7. Changes in the architectural exhibits must be approved in writing by the Lender and/or the Commissioner, prior to the beginning of the work, using form HUD 92577.
8. Borrower will cause all improvements to be made in a workmanlike manner and in accordance with all applicable statutes and regulations. All licenses, permits and privileges required by local governmental authorities to rehabilitate the property will be obtained by the Borrower(s) or his/her contractor.
9. Representatives of the Lender and of the Commissioner will have the right to enter upon the property at all times during the period of construction and on completion of construction to determine whether the work conforms with this Agreement and to determine the amount of the rehabilitation escrow account to be released by the Lender.

Borrowers initials: \_\_\_\_\_

Lender: Irwin Mortgage Corp.  
Consultant: M.A. Young  
203kOnLine.com/Mike Young

**Rehabilitation Loan Agreement - Page 2**

Borrower: Bradley Hawk

- 10. Borrower will furnish such records, contracts, bills and other documents relating to the property and the improvements as the Lender or the Commissioner may require. In no case will any savings result in any cash being paid to the Borrower. Any funds remaining in the escrow account must be paid down on the unpaid principal balance.
- 11. Without prior, written consent of the Lender, no materials, equipment, fixtures or any part of improvements financed with this loan will be purchased or installed subject to conditional sales contracts, security agreements, lease agreements or other arrangements whereby title is retained or the right is reserved or accrues to anyone to remove or repossess any item, or consider it as personal property.
- 12. The Borrower will cause either this instrument or the construction contract under which the improvements are to be made to be filed in the public records, if the effect of recording will be to relieve the mortgaged property from mechanic's and materialmen's liens. Before any advance under this Agreement, the Lender may require the Borrower to obtain acknowledgment of payment and releases of lien from the contractor and all subcontractors and materialmen dealing directly with the principal contractor. These releases will cover the period down to the date covered by the last advance, and concurrently with the final payment for the entire project. Such acknowledgments and releases must be in the form required by local or state lien laws and must cover all work done, labor performed and materials (including equipment and fixtures) furnished for the project.
- 13. Borrower must cause work to begin within 30 days following the date of this agreement. Borrower must have work completed within 2 months following the close of escrow. Work must be performed with reasonable diligence; therefore, work is never to cease for more than 30 consecutive days. Should Borrower fail to comply with these terms, the Lender may refuse to make any further payments under this agreement. Any funds remaining in the Rehabilitation Escrow Account must be applied as a prepayment to the mortgage.
- 14. In the event any Stop Notices, Notices to Withhold, Mechanics Liens, or claims of lien are filed against the property, Lender, after five (5) day notice to the undersigned of its intention to do so, may pay any or all of such liens or claims, or may contest the validity of any of them, applying all costs and expenses of contesting the same.
- 15. Failure of the Borrower to perform under the terms of this Rehabilitation Loan Agreement will make the loan amount, at the option of the Lender, due and payable.
- 16. The accepted architectural exhibits are incorporated in this Agreement.

Signature of Borrower: Bradley Hawk

Date:

Signature of Borrower 2:

Date:

Signature of Lender (Title): Irwin Mortgage Corp.

Date:

Attachment: Accepted Architectural Exhibits

203kOnLine.com/Mike Young

Consultant: M.A. Young

203kOnLine.com/Mike Young

**Homeowner/Contractor Agreement**

Owner's Name: Bradley Hawk  
Subject Address: 30 Long Drive  
Henderson, NV 89105

Phone:

Contractor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_  
Contractor's License No.: \_\_\_\_\_

THIS AGREEMENT, made this date, 3/31/2010, between the above mentioned Home Owner (Owner) and Contractor, is for the rehabilitation of the property located at:

30 Long Drive  
Henderson, NV 89105

that has been approved for FHA mortgage insurance under Section 203(k) of the National Housing Act. The Owner (s) shall pay the Contractor the sum of \$ 7,597.00 for completion of the work, including all sales tax due by law, together with such increases or decreases in the contract price as may be approved in writing by the Lender. This work will begin within thirty (30) days of loan closing with the lender and will be completed within 2 months unless delayed beyond the Contractor's control. The General Provisions listed below are made a part of this Agreement. The contract documents consists of the architectural exhibits listed in the Rehabilitation Loan Agreement between the Owner (s) and the Lender, or as described below (or on an attached sheet):

x  
Owner(s) Signature(s): Bradley Hawk

x  
Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1. **CONTRACT DOCUMENTS:** This Agreement included all general provisions, special provisions and architectural exhibits that were accepted by the lender. Work not covered by this agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. By executing this Agreement, the contractor represents that he/she has visited the site and understands local conditions, including state and local building regulations and conditions under which work is to be performed.
2. **OWNER:** Unless otherwise provided for in the Agreement, the owner will secure and pay for necessary easements, exceptions from zoning requirements, or other actions which must precede the approval of a permit for this project. If owner fails to do so then this contract is void. If the contractor fails to correct defective work or persistently fails to carry out the work in accordance with the agreement or general provisions, the owner may order the contractor in writing to stop such work, or a part of the work, until the cause for the order has been eliminated.
3. **CONTRACTOR:** The contractor will supervise and direct the work and the work of all subcontractors. He/she will use the best skill and attention and will be solely responsible for all construction methods and materials and for coordinating all portions of the work. Unless otherwise specified in the Agreement, the contractor will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work. The contractor will maintain order and discipline among employees and will not assign anyone unfit for the task. The contractor warrants to the owner that all materials and equipment incorporated are new, that all work will be of good quality and free of defects or faults. The contractor will pay all sales, use and other taxes related to the work and will secure and pay for building permits and/or other permits, fees, inspections and licenses necessary for the completion of the work unless otherwise specified in the Agreement. The contractor will indemnify and hold harmless the owner from and against all claim, damages, losses, expenses, legal fees and other costs arising or resulting from the contractor's performance of the work or provision of this section. The contractor will comply with all rules, regulations, laws, ordinances and orders of any public authority or HUD inspector on the performance of the work. The contractor is responsible for an indemnifies the owner against acts and omissions of employees, subcontractors and their employees, or others performing the work under this Agreement with the contractor. The contractor will provide shop drawings, samples, product data or other information provided for in this Agreement, where necessary.
4. **SUBCONTRACTOR:** Selected by the contractor, except that the contractor will not employ any subcontractor to whom the owner may have a reasonable objection, nor will the contractor be required by the owner to employ any subcontractor to whom the contractor has a reasonable objection.

**Homeowner/Contractor Agreement - page 2**

5. **WORK BY OWNER OR OTHER CONTRACTOR:** The owner reserves the right to perform work related to the project, but which is not a part of this Agreement, and to award separate contracts in connection with other portions of the project not detailed in this Agreement. All contractors and subcontractors will be afforded reasonable opportunity for the storage of materials and equipment by the owner and by each other. Any costs arising by defective or ill-timed work will be borne by the responsible party.
6. **BINDING ARBITRATION:** Claims or disputes relating to the Agreement or General Provisions will be resolved by the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) unless both parties mutually agree to other methods. The notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the AAA and must be made in a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) will be considered final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. **CLEAN UP AND TRASH REMOVAL:** The contractor will keep the owner's residence free from waste or rubbish resulting from the work. All waste, rubbish, tools, construction materials, and machinery will be removed after completion of the work by the contractor.
8. **TIME:** With respect to the scheduled completion of this work, time is of the essence. If this contractor is delayed at anytime in the progress of the work by change orders, fire, labor disputes, acts of God or other causes beyond the contractor's control, the completion schedule for the work or affected parts of the work may be extended by the same amount of time caused by the delay. The contractor must begin work no later than 30 days after loan closing and will not cease work for more than 30 consecutive days. The first draw request is the only evidence of compliance with this requirements.
9. **PAYMENTS AND COMPLETION:** Payments may be withheld because of: (1) defective work not remedied; (2) failure of contractor to make proper payments to subcontractors, workers, or suppliers; (3) persistent failure to carry out work in accordance with this Agreement or these general conditions, or (4) legal claims. Final payment will be due after complete release of any and all liens arising out of the contract or submission of receipts or other evidence of payment covering all subcontractors or suppliers who could file such a lien. The contractor agrees to indemnify the owner against such liens and will refund all monies including costs and reasonable attorney's fees paid by the owner in discharging the liens. A 10 percent holdback is required by the lender to assure the work has been properly completed and there are no liens on the property.
10. **PROTECTION OF PROPERTY AND PERSON:** The contractor is responsible for initiating, maintaining, and supervising all necessary or required safety programs. The contractor must comply with applicable laws, regulations, ordinances, orders or laws of federal, state, county or local governments. The contractor will indemnify the owner for all property loss or damage to the owner caused by his/her employees or his/her direct or sub-tier subcontractors.
11. **INSURANCE:** The contractor will purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owner (s) property resulting from the conduct of this contract.
12. **CHANGES IN THE CONTRACT:** The owner may order changes, additions or modifications (using form HUD 92577) without invalidating the contract. Such changes must be in writing and signed by the owner and accepted by the lender. Not all change order requests may be accepted by the lender, therefore, the contractor proceeds at their own risk if work is completed without an accepted change order.
13. **CORRECTION OF DEFICIENCIES:** The contractor must correct promptly any work of his/her own or his/her subcontractors found to be defective or not complying with the terms of the contract.
14. **WARRANTY:** The contractor will provide a one-year warranty on all labor and materials used in the rehabilitation of the property. This warranty must extend one year from the date of completion of the contract or longer if prescribed by law unless otherwise specified by other terms of this contract. Disputes will be resolved through the Construction Industry Arbitration Rules of the American Arbitration Association.
15. **TERMINATION:** If the owner fails to make a payment under the terms of this Agreement, through no fault of the contractor, the contractor may, upon ten working days notice to the owner, and if not satisfied, terminate this Agreement. The owner will be responsible for paying the contractor for all work completed.

If the contractor fails or neglects to carry out the terms of the contract, the owner, after ten working days written notice to the contractor, may terminate this Agreement. The owner may finish the job by whatever reasonable method the owner deems expedient. If the cost of completion exceeds the contract balance, the difference, as well as reasonable attorney's fees if necessary, will be paid to the owner by the contractor.

### Self-Help Agreement

Borrower: Bradley Hawk  
30 Long Drive  
Henderson, NV 89105

Lender: Irwin Mortgage Corp.  
2944 Hilltop Mall Road  
Richmond, CA 94806  
Phone: 510-262-6622

I hereby certify that I have the time, the skills, the tools, and the resolve to complete all items identified on the job specifications and bid request to be completed by me in a professional and timely manner. The quality of the workmanship and materials will be at or above those specified elsewhere in the architectural exhibits. Should the quality of the work and/or the materials be unacceptable to the HUD approved fee inspector or the inspector for the city, county, state. I agree that work will be redone and/or the materials replaced at my own cost and expense.

I further certify that I have, on my own, reviewed the work write up document and the job bid cost estimate and that I have made contact with various contractors and/or subcontractors for those portions of the rehabilitation that are necessary to let out by contract. I have personally made an investigation of my selected contractor's workmanship, capacity to complete the job in a timely manner, and have on my own, selected this contractor who will complete the rehabilitation of this project. I understand that if my contractor's price is increased over and above this initially approved amount, and any such increase will not be covered by executed and approved change orders with funding from my contingency amount, I have the funds necessary to pay the contractor and complete the job.

I further agree that I will furnish such excess funds directly to the lender to be placed in the contingency reserve account for my use. I agree that these funds will remain irrevocably committed to this project and may not be withdrawn for any other purposes. Upon the completion of this project, any excess funds remaining in this contingency reserve account will be returned to me if I placed the funds into the account, otherwise, the money will be paid down on the mortgage principal or used to make additional improvements to the property.

I further certify that I will complete this job within the contract period as set forth in the Rehabilitation Loan Agreement. I understand that for all payments a 10% (percent) holdback or retainage will be withheld and will be returned after final completion and after the lender has determined that no liens will be placed on the property.

I further agree that I will provide paid receipts and lien waivers for specific identifiable items when requested by the lender. I understand that I can only request a draw inspection for the actual cost of construction and that any savings can be used to make further improvements to the property.

I further certify that **no escrowed funds will be used to pay for materials stored on site or in any other location**, except for purchase orders for kitchen/bath cabinetry and finished flooring. I agree that disbursements of any monies may be made only **after** the work has been installed, inspected, and approved by the HUD approved fee inspector.

I agree that if I make any changes to the work write up or job specification and bid request documents as approved and made a part of the Rehabilitation Loan Agreement, I will secure a written and approved change order **prior to the change**, using form HUD 92577. I understand that any work completed prior to the acceptance of the change order will be at my own expense and that I may have to pay for the work out of my own funds.

I will secure all required (City, County, State) permits prior to starting construction and to hold HUD, the Lender, and the Consultant harmless for all actions of myself and my contractor, subcontractors and/or suppliers on this job. I also understand that all payment(s) are subject to inspection and approval by the HUD approved fee inspector.

**Self-Help Agreement - page 2**

I agree to obtain a Hazard Insurance Policy to insure against fire, windstorm, hail and other extended coverage (also known as Builders Risk Policy, HO, Rental Dwelling Insurance Policy) in the amount equal to, or greater than, the total of all financing sources and have, or will provide a copy of the insurance policy if the above listed policies do not provide such coverage for injury, death, etc. to other (nonworker) persons who may enter on to the job site.

I also agree to obtain a Certificate of Insurance of any subcontractor(s) for workman's compensation, which at a minimum, will provide liability coverage for any persons working at this project.

I now wish to proceed with this Rehabilitation job on my own as described and in compliance with the accepted architectural exhibits. I agree to secure proper insurance verification from all contractors and/or subcontractors and I further certify that all contractors are strictly between myself and my contractors, subcontractors, and/or suppliers, and I hereby hold HUD, the Lender, and the Consultant harmless from any problems whatsoever that might develop between myself and my contractors, subcontractors, and/or suppliers. If I wish further assurances and/or warranties from the workmen or the suppliers, I will secure them prior to payout.

Executed as of the date shown below:

Borrower Bradley Hawk

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**WORK WRITE UP**

Borrower: Bradley Hawk  
Subject Address: 30 Long Drive  
City,State,Zip: Henderson, NV 89105

Lender: Irwin Mortgage Corp.  
Address: 2944 Hilltop Mall Road  
City,State,Zip: Richmond , CA 94806  
Phone: 510-262-6622

**GENERAL DESCRIPTION**

THIS AN APPROXIMATE 1,100 SF RANCH STYLE WITH A SLAB FOUNDATION AND AN ATTACHED 2 CAR GARAGE. THE EXTERIOR IS VINYL SIDING WITH VINYL FACIA AND SOFFIT. THIS IS A 3 BEDROOM HOME WITH 2 FULL BATHROOMS WITH CENTRAL AIR AND A FORCED AIR FURNANCE. THE HOME HAS A GAS WATER HEATER. CARPET IN MASTER BEDROOM AND 1 OF THE OTHER BEDROOMS WITHWOOD FLOORING IN THE THIRD BEDROOM. THE HOME APPEARS IN AVERAGE OVERALL CONDITION AND PERFECT FOR THE 203K.

**SCOPE OF THE REHABILITATION**

DURING THE COURSE OF CONSTRUCTION SOME OF THE KITCHEN CABINETS WILL BE REPLACED, NEW LAMINATE TYPE COUNTERTOPS INSTALLED, ALL NEW APPLIANCES WILL BE INSTALLED, ALL NEW DOOR KNOBS INSTALLED, THE SLIDING GLASS DOOR WILL BE REPLACED, NEW CARPETING INSTALLED AT TWO OF THE BEDROOMS AND A CLOSET , A NEW GARAGE DOOR WITH AUTOMATIC OPENER WILL BE INSTALLED.

**Work to be Completed and Contents of the Architectural Exhibits**

- 1 Work Write Up/This page which includes the borrower(s), lenders, and consultant's names, statements detailing the scope of the rehabilitation. Work to be completed and contents of the architectural exhibits
- 2 203(k) Consulting Agreement
- 3 Borrower's Acceptance of Conditions
- 4 Borrower's Acknowledgement
- 5 Existing floor plan of the structure including any out buildings  
Proposed plan (if any) showing where the changes are planned  
Plot plan (for any new additions)
- 6 Maximum Mortgage Worksheet
- 7 Contracts  
Rehabilitation Loan Agreement  
Home Owner/Contractor Agreement  
Self Help Agreement (if applicable)
- 8 Draw Request
- 9 Recap of the Sub-Total (Specifications of Repairs)
- 10 Specifications of Repairs and Bid Request
- 11 Home Inspection Report page 1
- 12 203(k) Home Inspection Report (pages 12A-E or F)
- 13 Pest Control Report
- 14 Consultant's Identity of Interest
- 15 Project Invoice
- 16 Descriptive Photos (optional)

**CONTRACTOR**

The contractor for this project is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_  
\_\_\_\_\_

**WRITE UP SYNOPSIS**

THE UTILITIES WERE ON AT THE TIME OF THE INSPECTION. THE TOTAL COST OF THE CONSTRUCTION PLUS ALLOWABLE FEES COMES TO \$7,863. THE LAST PAGE OF THIS REPORT IS AN INVOICE. CONSULTANT FEES ARE NON REFUNDABLE UPON COMPLETION OF THIS REPORT.

**Continued on Next Page**

M.A. Young

File No: H003021  
FHA Case No:

## WORK WRITE UP

Borrower: Bradley Hawk  
Subject Address: 30 Long Drive  
City,State,Zip: Henderson, NV 89105

Lender: Irwin Mortgage Corp.  
Address: 2944 Hilltop Mall Road  
City,State,Zip: Richmond , CA 94806  
Phone: 510-262-6622

Please direct any questions regarding this architectural package to:

M.A. Young  
203kOnLine.com/Mike Young  
4350 Main Street, Suite 215  
Harrisburg, NC 28075  
704-451-1599  
Fax: (831) 603-9482