GUARANTY OF LOANS TO VETERANS
PURSUANT TO SERVICEMEN'S READJUSTMENT ACT OF 1944

To all Banks and Trust Companies
in the Second Federal Reserve District:

Enclosed are two pamphlets published by the Veterans' Administration, containing regulations issued by the Administrator of Veterans' Affairs under Title III of the Servicemen's Readjustment Act of 1944, relating to the guaranty of loans to veterans for the acquisition of farms and farm equipment, and for the purchases of businesses, etc., pursuant to Section 502 and Section 503 of the Act, respectively. The pamphlet concerning the guaranty of loans for the purchases of businesses, etc., also includes on pages 10, 11 and 12, amendments to the regulations relating to the guaranty of home loans and farm loans.

Also enclosed are copies of the following forms prescribed by the Veterans' Administration for use in connection with the guaranty of loans to veterans for the acquisition of farms and farm equipment:

(a) Explanation of Farm Loan Guaranty—(Finance Form 1824)
(b) Application for Farm Loan Guaranty—(Duplicate)—(Finance Form 1822 a).

We are not in a position to furnish additional supplies of the enclosed pamphlets and forms but have been informed by the Veterans' Administration that additional supplies may be obtained from the following local offices of the Veterans' Administration:

Newington, Connecticut,
Lyons, New Jersey,
Batavia, New York,
215 West 24th Street, New York 11, New York,
2 Park Avenue, New York 16, New York.

The office of the Veterans' Administration at 2 Park Avenue, New York City, will also endeavor to answer any inquiries you may wish to make concerning the guaranty of loans to veterans pursuant to the Servicemen's Readjustment Act of 1944. As indicated on the covers of the enclosed pamphlets, additional copies thereof may also be procured from the Superintendent of Documents, U. S. Government Printing Office, Washington 25, D. C.
On December 12, 1944, the Comptroller of the Currency issued the following instructions to national bank examiners regarding the treatment under Section 24 of the Federal Reserve Act of home loans made by national banks secured by first mortgages upon real estate and covered by partial guaranties of the Veterans' Administration:

In enacting the Servicemen's Readjustment Act of 1944, Congress adopted a policy designed to assure veterans of this war of Federal assistance in rehabilitation. A part of Title III of that Act relates to home loans and provides for partial guaranties thereof.

In order to effectuate this Congressional policy, to the extent we are able to do so, this office has adopted the position with regard to home loans made by national banks secured by first mortgages upon the real estate and covered by partial guaranties of the Veterans' Administration, that the limitations of Section 24 of the Federal Reserve Act with respect to the amount of the loans compared to the appraised value of the real estate will be applied only to the portions of the loans not covered by the guaranties. In all other respects the loans in their entirety must conform with the limitations and restrictions of Section 24 of the Federal Reserve Act.

We understand that the Veterans' Administration expects to issue other forms for use in connection with the guaranty of farm loans, and the guaranty of loans for the purchases of businesses. We propose to send you copies of such forms when they are available.

ALLAN SPRICUL,
President.
UNITED STATES OF AMERICA
VETERANS' ADMINISTRATION

GUARANTY OF LOANS

Regulations Under Title III
(FARMS AND FARM EQUIPMENT)

SERVICEMEN'S READJUSTMENT ACT OF 1944
(Public Law 346—78th Congress)
(Chapter 268—2d Session)
(58 Statutes at Large 284)
(38 U. S. Code 693 et seq.)

NOTE: This pamphlet covers the subject of Guaranty of Loans for the Acquisition of Farms and Farm Equipment pursuant to Section 502 of the Act. The subject of the Guaranty of Loans for the Purchases of Businesses, etc., pursuant to Section 503 will be printed in a separate pamphlet. The subject of Guaranty of Home Loans has been printed in a separate pamphlet.)

This publication may be procured from the Superintendent of Documents, U. S. Government Printing Office, Washington 25, D. C., at 5 cents per copy.
FOREWORD

The Servicemen's Readjustment Act of 1944 and these regulations constitute a part of each contract of guaranty issued by the Administrator of Veterans' Affairs on behalf of the United States of America, pursuant to Title III of said Act.

The officials and employees of the Veterans' Administration from time to time assigned to duties in connection with the administration of the Act shall act on behalf of the Administrator of Veterans' Affairs, and when so acting within the scope of authority delegated to them shall for all purposes of the Act and these regulations be deemed to be acting for said Administrator.

Central Office of the Veterans' Administration, Washington 25, D. C., is the main office of the Administrator of Veterans' Affairs. The functions pursuant to Title III of the Act will also be performed in field offices of the Veterans' Administration from time to time designated for that purpose. Transactions and communications with, and contracts by such designated field offices shall have the same effect as if with, or made by, Central Office.

These regulations should be carefully read. The completed application or other papers submitted should be carefully examined by the applicants, (borrowers and lenders) in order to be certain of accuracy and avoid any possible embarrassment resulting from errors.

It will facilitate the service of the Veterans' Administration to the veterans and the lenders if, in correspondence, reference is made to the appropriate section numbers, if any, involved in the subject of the correspondence.

In view of the large number of veterans with the same or similar names, it is important not only in correspondence, but also in documents to use the veteran's full first name instead of his initial only, and also his middle initial. If unobjectionable, it will be helpful to use his full middle name. In addition to the full name, other available identifying data should be used in correspondence, such as serial number allocated to the veteran while in active service, rank, and organization at date of discharge, current residence address, etc. In mortgages and other documents it will be desirable to use the service serial number in addition to the full name, although if there is objection the number will not be required. If there has been a guaranty application previously submitted by the veteran and the number assigned thereto by the Veterans' Administration is known, that number should be used in all communications; and on all documents pertaining to that application.

It should be clearly understood that the Act does not authorize the Veterans' Administration or the Administrator of Veterans' Affairs to lend money to the veteran under Title III; but only to guarantee loans within the prescribed limitations.

NOTICE

Federal statutes provide severe penalties including forfeitures, fines and imprisonment, for fraud on the part of the applicant and also as to "any person who shall knowingly make or cause to be made, or conspire, combine, aid, or assist in, agree to, arrange for, or in any wise procure the making or presentation of a false or fraudulent affidavit, declaration, certificate, statement, voucher, or paper, or writing purporting to be such" concerning any application for the guaranty of a loan by the Administrator. (38 U. S. C. A. 697, 715, 450, 451, 454 (a), 596 (a); 18 U. S. C. A. 80.)
TITLE 38—PENSIONS, BONUSES AND VETERANS’ RELIEF

Chapter I—Veterans’ Administration

PART 38—REGULATIONS UNDER SERVICE-MEN’S READJUSTMENT ACT OF 1944

GUARANTEE OF LOANS ON FARMS AND FARM EQUIPMENT

The following regulations govern the guarantee of loans on farms and farm equipment under Title III of the Service-Men’s Readjustment Act of 1944:

Sec. 36.4100 Definitions.
   (a) "Administrator" means the Administrator of Veterans Affairs or any employee of the Veterans’ Administration designated by him to act in his stead.
   (b) "United States" used geographically means the several States, Territories and possessions, and the District of Columbia.
   (c) "State" means any of the several States, Territories and possessions, and the District of Columbia.
   (d) "Designated agency or agency" as used in this section shall have the meaning herein stated, namely:
      (1) "Administrator" means the Administrator of Veterans’ Affairs or any employee of the Veterans’ Administration designated by him to act in his stead.
      (2) "United States" used geographically means the several States, Territories and possessions, and the District of Columbia.
   (e) "Federal agency" means any agency, instrumentality, or unit of the United States, including any corporation which involves the normal earning capacity of the farm or other property, as determined by the Administrator as evidenced by an irrevocable right to renew for a term of one year or more.
   (f) "Guaranty" means the obligation by virtue of the guaranty by the Administrator as provided in Title III of the Service-Men’s Readjustment Act of 1944 (56 Stat. 384; 38 U.S.C. 693), and subject to the limitations and conditions thereof and of these regulations. The subject of the guaranty is that portion of an eligible loan procured by an eligible veteran which the Administrator shall have determined to be subject to the guaranty as provided in said Title III, as determined by the Administrator upon application in accordance with these regulations.
   (g) "Mortgage" means an applicable type of security instrument commonly used or legally available to secure loans or the unpaid portion of the purchase price of real or personal property in a State, District, Territory or possession of the United States of America in which the property is situated. It includes, for example, deeds of trust, security deeds, escrow instruments, real estate mortgages, conditional sales agreements, chattel mortgages.
   (h) "Secondary" or "junior" loan means a loan which is secured by a lien or liens or hens subordinate to any other lien or liens on the same property.
   (i) "Guaranteed loan" means a loan, unsecured, or secured by a primary lien, or where permissible under the act and these regulations, a secondary lien on real property which is guaranteed in whole or in part by the Administrator as evidenced by endorsement thereon; or by a Loan Guaranty Certificate issued by the Administrator, and which shall have become effective as prescribed by these regulations; or by such other legal evidence as may be provided by the Administrator.
   (j) "Farming operations" are those which involve actual production and marketing of crops, livestock, livestock products, or other agricultural commodities, and which constitute the applicant’s major occupation. No acreage limit will be established but size will be a factor in determining practicability.
   (k) "Normal earning value" for the purposes of the act is that which can be justified as a fair and reasonable price to be paid for the real or personal property for the purposes for which it is being acquired, assuming a reasonable business risk, but without undue speculative or other hazard as to the future of such value. There must also be taken into consideration the normal earning capacity value of the farm or other property, assuming average managerial and yield and prices of farm products that may reasonably be anticipated during the period of the loan. There will not be unreasonably rigid adhesion to long-time average prices or reliance upon a continuation of abnormal prices.
   (1) "Real property" as used in section 502 of the act refers to an interest in realty in defined in this section and subject to the conditions therein. It includes buildings and other improvements that are deemed to be real property under the law of the State where situated.
   (m) "Farmers’ organizations" means any organization of farmers to carry on marketing operations.
   (n) "Note" means an instrument in escrow or otherwise required to be placed on references to.
   (o) "Appraiser" means a person or persons designated by the Administrator.
   (p) "Credit report" means a report issued by a credit reporting agency which constitutes the applicant’s financial status.
   (q) "Credit warrants" means the guaranty issued by the Administrator in accordance with these regulations.
   (r) "Eligible lenders" means the Federal agency designated by the Administrator.
   (s) "Eligible veteran" means any veteran or dependent veteran which may be subject to being disqualified, where permitted by law to make, guarantee or insure such loans.
   (t) "Veterans’ Administration" means the agency designated by the Administrator to carry out the provisions of the act and regulations.
   (u) "Veterans’ eligibility certificate" means a certificate issued by the Administrator.
   (v) "Guaranteed loan" means a loan, secured or unsecured, which is guaranteed in whole or in part by the Administrator as evidenced by endorsement thereon; or by a Loan Guaranty Certificate issued by the Administrator, and which shall have become effective as prescribed by these regulations; or by such other legal evidence as may be provided by the Administrator.
   (w) "Guaranty certificate" means a certificate issued by the Administrator.
   (x) "Veterans’ eligibility certificate" means a certificate issued by the Administrator.
   (y) "Veterans’ eligibility certificate" means a certificate issued by the Administrator.
   (z) "Veterans’ eligibility certificate" means a certificate issued by the Administrator.

§ 36.4100 Definitions. Wherever used in these regulations, definitions, or rules, the terms defined in this section shall mean:
   (a) "Administrator" means the Administrator of Veterans Affairs or any employee of the Veterans’ Administration designated by him to act in his stead.
   (b) "United States" used geographically means the several States, Territories and possessions, and the District of Columbia.
   (c) "State" means any of the several States, Territories and possessions, and the District of Columbia.
   (d) "Designated agency or agency" as used in this section shall have the meaning herein stated, namely:
      (1) "Administrator" means the Administrator of Veterans’ Affairs or any employee of the Veterans’ Administration designated by him to act in his stead.
      (2) "United States" used geographically means the several States, Territories and possessions, and the District of Columbia.
   (e) "Federal agency" means any agency, instrumentality, or unit of the United States, including any corporation which involves the normal earning capacity of the farm or other property, as determined by the Administrator as evidenced by an irrevocable right to renew for a term of one year or more.
   (f) "Guaranty" means the obligation by virtue of the guaranty by the Administrator as provided in Title III of the Service-Men’s Readjustment Act of 1944 (56 Stat. 384; 38 U.S.C. 693), and subject to the limitations and conditions thereof and of these regulations. The subject of the guaranty is that portion of an eligible loan procured by an eligible veteran which the Administrator shall have determined to be subject to the guaranty as provided in said Title III, as determined by the Administrator upon application in accordance with these regulations.
   (g) "Mortgage" means an applicable type of security instrument commonly used or legally available to secure loans or the unpaid portion of the purchase price of real or personal property in a State, District, Territory or possession of the United States of America in which the property is situated. It includes, for example, deeds of trust, security deeds, escrow instruments, real estate mortgages, conditional sales agreements, chattel mortgages.
   (h) "Secondary" or "junior" loan means a loan which is secured by a lien or liens or hens subordinate to any other lien or liens on the same property.
   (i) "Guaranteed loan" means a loan, unsecured, or secured by a primary lien, or where permissible under the act and these regulations, a secondary lien on real property which is guaranteed in whole or in part by the Administrator as evidenced by endorsement thereon; or by a Loan Guaranty Certificate issued by the Administrator, and which shall have become effective as prescribed by these regulations; or by such other legal evidence as may be provided by the Administrator.
   (j) "Farming operations" are those which involve actual production and marketing of crops, livestock, livestock products, or other agricultural commodities, and which constitute the applicant’s major occupation. No acreage limit will be established but size will be a factor in determining practicability.
   (k) "Normal earning value" for the purposes of the act is that which can be justified as a fair and reasonable price to be paid for the real or personal property for the purposes for which it is being acquired, assuming a reasonable business risk, but without undue speculative or other hazard as to the future of such value. There must also be taken into consideration the normal earning capacity value of the farm or other property, assuming average managerial and yield and prices of farm products that may reasonably be anticipated during the period of the loan. There will not be unreasonably rigid adhesion to long-time average prices or reliance upon a continuation of abnormal prices.
   (l) "Real property" as used in section 502 of the act refers to an interest in realty in defined in this section and subject to the conditions therein. It includes buildings and other improvements that are deemed to be real property under the law of the State where situated.
   (m) "Farmers’ organizations" means any organization of farmers to carry on marketing operations.
   (n) "Note" means an instrument in escrow or otherwise required to be placed on references to.
   (o) "Appraiser" means a person or persons designated by the Administrator.
   (p) "Credit report" means a report issued by a credit reporting agency which constitutes the applicant’s financial status.
   (q) "Credit warrants" means the guaranty issued by the Administrator in accordance with these regulations.
   (r) "Eligible lenders" means the Federal agency designated by the Administrator.
   (s) "Eligible veteran" means any veteran or dependent veteran which may be subject to being disqualified, where permitted by law to make, guarantee or insure such loans.
   (t) "Veterans’ Administration" means the agency designated by the Administrator to carry out the provisions of the act and regulations.
   (u) "Veterans’ eligibility certificate" means a certificate issued by the Administrator.
ted loan only in the event that all the owners of intervening immediate or remainder interests lawfully can and do (a) join in the mortgage in such manner as to subject all such intervening estates to the lien; or (b) execute and deliver a lease or other instrument evidencing their consent to the lien, in which the lessee is not personally bound; and (c) the lessee has not been precluded from exercising such consent by reason of the exercise of a prior lien, or the sale or lease of the estate subject to the lien.

(iv) If other than a fee simple estate or estate for years with minimum duration as stated in subdivision (i) of paragraph (1) of § 36.4102, the interest of the owner of the ultimate remainder in fee simple in such manner as to assure his legal right to possession and enjoyment until the vesting of his ultimate remainder interest.

(v) The existence of any of the following will not require denial of the guaranty, hence will not require special submission: (a) Outstanding easements for public utilities, party walls, driveways, and similar purposes; (b) Customary building or use restrictions for breach of which there has been no default or violation, and which have not been violated to a material extent; (c) Slight encroachments by adjoining improvements.

(vi) Outstanding water, oil, gas or other mineral rights which do not and cannot be used in "real property" as defined in paragraph 1 of subdivision (i) of § 36.4102, or any farm land to the use and occupancy of which the tenant is entitled for a reasonable period to make a suitable crop. The latter right shall be evidenced by a lease, or by an appropriate letter from the landlord, evidencing the tenant's right to use.

(m) "Indebtedness" means the unpaid principal and accrued interest on the note, bond or other obligations, the subject of the guaranty, and includes also taxes, insurance premiums and any other items for which the debtor is liable under the terms of the mortgage or other contract, including proper contractual or statutory trustee fees and attorney fees, if any.

(n) "Note" means a promissory note, a bond, or other instrument evidencing the debt and the debtor's promise to pay same.

(o) "Appraiser" means an individual or firm or corporation of recognized standing, approved in writing by the Administrator to appraise property. An appraiser for the purposes of this section may be approved by the Administrator to appraise property in a state or states other than the state in which the property is situated; or appropriate evidence of the reasonableness of the purchase price or cost of property to be appraised in the territory in which he expects to operate. He shall also be experienced in determining the earning capacity of farms.

A list of appraisers, considered by the Administrator to be in good standing at the time these regulations become effective, may be obtained upon a special submission of all the facts prior to the application for guaranty these regulations.

(vi) A mortgage on an undivided interest in realty shall not be acceptable unless all co-tenants of the veteran join in the mortgage and unless such joinder has the effect of creating a lien on a certain date in one month and end of the month on the property upon the premises is situated. In such cases it shall not be required that the co-tenants join in, endorse, or otherwise become personally liable on the veteran's indebtedness. Notwithstanding such joinder in the mortgage by the co-tenants the value of the security for purpose of guaranty shall be determined with respect to the individual interest of the veteran only, and the guaranty will be limited to the proper proportion of that sum, irrespective of the actual amount of the loan.

(q) "Certificate of title" means tangible or intangible property other than "real property" as defined in paragraph (d) of § 36.4102 if such property is to be used in farming operations conducted by the veteran personally or for his benefit, or if such property is to be used by the veteran personally or for his benefit, as a farm operator or as a tenant, or in any other manner or combination of manners or uses in which the interest of the veteran is curative or productive of farms.

(r) "Credit report" means the report submitted by any credit reporting agency of at least five years' experience with facilities for national coverage, approved by the Administrator. Any other form of report acceptable to the Administrator for the purpose of determining the applicant's credit standing. (See §§ 36.4124 and 36.4125 before ordering credit report.)

(s) "Eligible veteran" means a veteran who: (1) Served in the active military or naval service of the United States on or after April 6, 1940, and before the officially declared termination of World War II; (2) Shall have been discharged or released from active service under conditions other than dishonorable either (1) after active service of ninety days or more, or (2) because of injury or disability incurred or suffered in line of duty, irrespective of length of service; and (3) Applies for the benefits of this Title within two years after separation from the military or naval forces, or within ten years after the officially declared termination of World War II, whichever is later. In no event, however, may an application be filed later than five years after such termination of service.

(t) "Eligible lenders" are persons, firms, association, corporations and governmental agencies and corporations, either State or Federal. (Section 500 (c).

(u) "Creditor" means the payee, or any subsequent holder of the indebtedness, and includes a mortgagee.

(w) "Debtor" means personally directed and operated by a veteran on the site, with or without hired labor; not solely operated by a tenant or an employee who does not receive supervision and direction by the veteran.

(v) "Interest" means the compensation fixed by law, or by the parties to a contract, for the use or detention of, or forbearance with respect to money, irrespective of the name applied to such compensation.

§ 36.4101 Miscellaneous. Throughout these regulations, unless the context otherwise requires: (a) the singular includes the plural; (b) the masculine includes the feminine and neuter; (c) person includes corporations, partnerships and associations; (d) month means calendar month, i.e., the period beginning on a certain date in one month and ending at midnight the preceding date of the same month; (e) the "act" or "the statute" means the Servicemen's Readjustment Act of 1944. Ch. 263, 78th Congress, 2nd Session (Public No. 346) 58 Stat. 296; 38 U. S. C. 692; (f) Title III means Title III of the act.

§ 36.4102 Eligible loans. (a) The real or personal property encumbered to secure a loan qualifies pursuant to Title III of the Act shall be situated within the United States as defined in § 36.4100 (b).

(b) (1) The veteran must possess such actual knowledge of farming and be of such character and industry as to indicate that because of his ability and experience relevant to farming he likely will be able to conduct of farming operations. Agricultural education, including professional training, in schools of recognized standing and other training will be given due weight in evaluating experience.

(2) It must appear that the veteran's financial situation will be such that he likely will be able to carry on the farming enterprise successfully. The amount of
"readjustment allowance", if any, pay-able pursuant to Title V of the act (38 U. S. C. 696, 696d) shall be considered in this connection.

(a) A "farm operation" must be of sufficient size and productivity to enable an operator of average ability, operating under normal circumstances as to yields and prices, to derive sufficient subsistence and income from it to meet necessary liv-ing and operating expenses and debt ob-liations. The area of the farm unit and its composition (i.e., crop acres, pasture, woodland, etc.) must be carefully re-lated to the type of operations which would be undertaken by a typical operator. Improvement and farm facilities must be appropriate, or feasibly adjustable, to operations to be undertaken.

§ 36.4103 Agricultural loans. Section 502 of the act provides for granting to an eligible veteran "the guaranty of a loan to be used in purchasing * * * personal property, including livestock, * * * or in repairing, altering, or improving any buildings or equipment, to be used in farming operations conducted by the applicant." The Administration of Veterans' Affairs finds that:

(a) The proceeds of such loan will be used in payment for real or personal property purchased or to be purchased by the veteran, or for repairing, altering or improving any buildings or equipment, to be used in bona fide farming operations conducted by him;

(b) Such property will be useful in and reasonably necessary for efficiently conducting such operation;

(c) The ability and experience of the veteran, and the nature of the proposed farming operations to be conducted by him are such that there is a reasonable likelihood that such operations will be successful; and

(d) The purchase price paid or to be paid by the veteran for such property does not exceed the reasonable normal value thereof as determined by proper appraisal.

§ 36.4104 Repairs, improvements, taxes, delinquent indebtedness, etc. "Alterations" in respect to a farm, means any structural changes in or additions to an existing building, or equipment, on or to be used on the farm, including heating and other equipment that become fixtures; or operations of a protective nature, which increase the usefulness of such buildings or equipment.

(b) "Improvements" means construction of new buildings (other than the main residence), new or improved fencing, installation or extension of water supply, or of electricity for domestic or other purposes on the farm, sewers and other waste disposal systems on the farm, silos, barns, and other structures thereon.

(c) "Repairs" means the work and ma-terial necessary to restore the building or fixture therein, or the equipment, to a condition that is useful and appropriate to the circumstances, the need therefor having arisen because of wear and tear, accidental or otherwise caused.

"Taxes" means general or special taxes assessed against the real property.

(e) "Special assessments" means any charges for improvement purposes as-sessed against the real property.

(f) "Delinquent indebtedness" means past due amounts of principal (and without giving effect to any accel-eration provisions) on an obligation se-cured in whole or in part by lien or liens on property of an eligible veteran and occupied as his home. (See § 36.4103 (a)).

(g) "Purchased or to be purchased" as used in section 502 (1) of the act refers to real or personal property to be used for any purpose on the farm, and, whether the property is pur-chased contemporaneously with such ap-plication, or is to be purchased subse-quent thereto. But as to any loan for a future purchase the guaranty will come effective only from the time the purchase is consummated.

§ 36.4105 Loan for delinquent indeb-tedness and taxes on farm home. (a) Under appropriate circumstances a guaranty of a loan in (or in the form of) a "mortgage" shall be given to a guarantor of a loan as secured by appropriate security instru-ments, if any, may be eligible for guaranty under the provisions of Title III of the act, whether the property is pur-chased contemporaneously with such ap-plication, or is to be purchased subse-quent thereto. But as to any loan for a future purchase the guaranty will come effective only from the time the purchase is consummated.

§ 36.4105 Loan for delinquent indeb-tedness and taxes on farm home. (a) Under appropriate circumstances a guaranty of a loan in (or in the form of) a "mortgage" shall be given to a guarantor of a loan as secured by appropriate security instru-ments, if any, may be eligible for guaranty under the provisions of Title III of the act, whether the property is pur-chased contemporaneously with such ap-plication, or is to be purchased subse-quent thereto. But as to any loan for a future purchase the guaranty will come effective only from the time the purchase is consummated.

(b) "Guarantor of a loan for altera-tions, improvements, or repairs, as each is defined and limited in § 36.4104 for the farm may be granted if otherwise proper, noting that such loan is not secured by a first lien.

(c) Satisfactory evidence will be re-quired to establish that:

(1) The proceeds of the loan will be used for an appropriate purpose as pre-scribed in paragraphs (a) and (b) of this section.

(2) The amount of the loan will bear a proper relation to the value and earn-ings of the applicant. Unless section 501 (b) is applicable to a farm if it is the vet-eran's home. (See §36.4104 (d), (e), (f).

(d) Guaranty of a loan for altera-tions, improvements, or repairs, as each is defined and limited in § 36.4104 for the farm may be granted if otherwise proper, noting that such loan is not secured by a first lien.

(e) Satisfactory evidence will be re-quired to establish that:

(1) The proceeds of the loan will be used for an appropriate purpose as pre-scribed in paragraphs (a) and (b) of this section.

(2) The amount of the loan will bear a proper relation to the value and earn-ings of the applicant. Unless section 501 (b) is applicable to a farm if it is the vet-eran's home. (See §36.4104 (d), (e), (f).

§ 36.4105 Prior liens.—(a) Real prop-erty. The existence of a lien on or liens on the real property in respect to which a guaranty of a loan is sought pursuant to section 501 (b) will not necessarily re-quire a denial of the application for guaranty; but full consideration will be given to the amount, rate of interest, and maturity dates of the primary loan in determining whether a suitable relation will exist between the veteran's obliga-tion and probable available income.

(b) Personal property. Unless sec-tion 501 (b) of the act is applicable, or unless the circumstances are extraor-diary, a loan which is to be secured by a lien on personalty shall be secured by a first lien thereon. (See §§36.4104 and 36.4105.)

§ 36.4107 First liens required. Excep-tion as provided in section 505 of the act, loans for the purpose of purchasing a farm with or without a residence there-on, and loans for constructing a real estate improvement, to the extent which any guaranty is sought, shall be secured by a first lien on the property, but the existence of tax or special assessment prior liens will not necessarily disqualify security which is adequate and otherwise acceptable.

§ 36.4108 Mortgages required. (a) (1) Each loan guaranteed in whole or in part by the Administrator, noted secured by a "mortgage" except that when the principal amount of a loan to be guaranteed does not exceed $500 and the lender does not require a mortgage, the Administrator may nevertheless guar-ante such loan provided it complies otherwise with the Act and these regu-lations. (As to procedure see § 36.4124 (c) (1)). (f).

(f) If indebtedness of the veteran is not adequately secured by a lien on the entire interest in specific chattels or other personal property, but is secured by the "guaranteed indebtedness," the "State," it will be applicable also in this event to the extent that under the applicable "State" law the contract between the borrower and lender is binding on both, and the "mortgage" has the legal effect intended. Paragraph (b) of this section will be applicable particularly in cases involving minors, "persons of un-sound mind", and persons under other legal disability by reason of the law of the "State". It will be applicable also in cases involving "mortgage" or other loans which any guardian, conservator, or other fiduciary seeks to make, or ob-tain; and to a guaranty therefor when appropriate.

(c) Type of loan and mortgage. (1) Except as otherwise provided in para-graph (a) of this section each loan guaran-teed under provisions of Title III must be evidenced by a "note" or secured by appropriate security instru-ments or instruments ("mortgage legally sufficient in the jurisdiction in which the property to be encumbered is situated"), including a pledge of hypothecation when appropriate.

(2) A term loan, which is in accord with applicable State or Federal law, and regulations, if any, may be eligible for guaranty if the amount of the loan to be guaranteed plus the unpaid amount of
all obligations secured by liens superior to the lien securing the proposed loan does not exceed two-thirds of the "reasonable normal value" of the property encumbered to secure the loan and if the ultimate maturity date of the "mortgage" indebtedness so secured is five years or less from the date of the "note". Such superior liens shall not be "mortgage" liens except when the guaranty is issued pursuant to § 36.4165 and § 36.4166 of this section.

(3) Except as provided in subparagraph (2) of this paragraph the loan shall be amortized. If the obligation to be secured is secured by realty it may and except for a period not in excess of the first three years shall, require periodical payments not less frequently than annually. The amounts so payable shall be substantially equal as to principal, or if the parties so agree, as to principal and interest. In any event they shall be such as will result in payment of the entire principal and interest within not more than twenty years from the date of the loan, or the date of assumption by the veteran, whichever is later. At the request of the mortgagor the payments for the first year shall be less than the amounts required in the preceding sentence. Such reductions in the interest charge on the guaranteed part of the loan, and which interest charge the Administrator will pay at the end of the first year. The mortgagor and the creditor agree that no payment on principal will be required during a period not extending beyond the first three years. The ultimate maturity, and the dates and amounts of periodical payments, shall be fixed so as to maintain until the ultimate maturity substantially the same ratio between the indebtedness and the value of the real and personal property encumbered to secure the same, taking into consideration the fact that the useful life of portions of the real or personal property will have ended prior thereto.

§ 36.4109 Transfer of title. The conveyance of, or other transfer of title to the property which is secured by a "mortgage" provision for that purpose releases or permanently reduces the "mortgagee" the liability on the guaranty, unless (a) the "creditor" by express agreement for that purpose releases or otherwise discharges the veteran from personal liability thereon; or (b) by indigence of, or by agreement with, the veteran's immediate or remote grantees or vendee contrary to these regulations and without the consent of the Administrator the creditor so alters the contract made by the veteran with the lender as to cause discharge of the veteran by operation of law.

§ 36.4110 Obligation of guarantor. To the extent prescribed the obligation of the United States is that of a guarantor, not an indemnitor.

§ 36.4111 Contract provisions. Subject to the provisions of the act and these regulations, the agreement between the lender and borrower may contain such provisions as they agree upon and which are reasonable and customary in the locality where the property is situated.

§ 36.4112 Repayment provisions. (a) If the loan be an amortized loan the lender and borrowers may direct the method of crediting the payments for the purpose stated in this paragraph.

(c) The method may be by crediting the note with the amounts so received and debiting same with disbursements by the creditor for such purposes; or by crediting and debiting a separate "trust account"; or otherwise as the debtor and creditor agree. Unless otherwise provided by law, any such debiting shall be for the purpose of crediting the additional amounts included in the periodical payments for the purposes stated in this paragraph.

§ 36.4113 Prepayments. (a) When the debt is to be amortized the note or other evidence thereof, or the mortgage securing same, shall contain appropriate provisions granting any person liable for such debt, the right to pay at any time the entire unpaid balance or any part thereof. Unless otherwise agreed all such prepayments shall be credited to the unpaid principal balance of the loan as of the due date of the note. No premium shall be charged for any partial or entire prepayment.

§ 36.4114 Pro rata decrease of guaranty. The amount of the guaranty shall decrease pro rata with any decrease in the amount of the unpaid principal of the loan, prior to the date the claim is submitted.

§ 36.4115 Insurance coverage required. (a) Buildings, the value of which enters into appraisal forming the basis for the loan guaranteed, shall be insured against fire, and other hazards against which it is customary in the community to insure, and in reasonable amount at least equal to the amount by which the loan exceeds the value of the encumbered land plus that of the improvements included in the appraisal but which are not subject to the hazards insured against: Provided, That in case of a "mortality" the liability on the guaranty nevertheless shall be reduced as provided in paragraph (b) of this section.
with respect to an uninsured loss, except to the extent that the liability under the policy was discharged by restoring the damaged property; by the insurer, or out of payments thereunder to the insured, or to his estate or legal representatives, or by outside repairs or other charges. The insurer is in no way liable for losses or expenses beyond the amount of the policy, or for any increased cost of insurance that may be incurred by the insured; or by reason of other legal right, he shall be obligated to account for same, by applying it on the indebtedness, or by retaining such sum to the prosecutor, or the expenditure of such proceeds will be permitted. As to any portion of such proceeds the “mortgagee” is not entitled to retain for credit on such indebtedness or by reason of other legal right, he shall hold and be obligated to pay over the same as trustee for the United States and for the debtor, as their respective interests may require.

(4) Nothing in these regulations shall operate to prevent the veteran from procuring acceptable insurance through any authorized insurance agent or broker he selects. Such insurance, or such other form of protection as he selects shall be one licensed to do such business in the State wherein the property is situated.

§ 36.4116 Loan charges. (a) In the case of a purchase of real or personal property by the veteran as a guaranty pursuant to the act and these regulations of an indebtedness representing part of the purchase price, there may be charged to the veteran and included in said note amount of the potential liability of the borrower and the guarantor for such charges and as a chargeable to such purchaser in accord with local custom, if the purchaser so agrees, such as fees for appraisals, credit and character report on the veteran, surveys, fees of purchaser’s (not seller’s) attorney, recording fees for recording the deed and the “mortgage” only, premiums on fire and other hazard insurance that may be required in accordance with these regulations.

(b) In the case of a loan to the veteran, charges in accord with local custom, such as fees for appraisals, credit and character report, surveys, abstract, or title search, curative work and instruments, attorney fees, fees for tax certificates showing all taxes paid, premiums on fire and other hazard insurance that may be required in accordance with these regulations, revenue stamps, recording fees, etc., all limited to amounts actually paid or incurred by the lender may be charged to the borrower and withheld from the gross amount of the loan.

(c) Any unreasonable charges shall be ground for denying an application for guarantee. The Administrator may order the charges to be made against the veteran for obtaining any loan guaranty under this title.

§ 36.4117 Interest. (a) The rate of interest chargeable on a loan guaranteed fully or in part, shall not exceed 6 per centum customary and the market and other balances. Interest may be computed in accordance with standard amortization practices.

(b) The rate of interest on a secondary loan which is guaranteed pursuant to section 505 of the act may exceed by not more than 1% per annum the rate charged on the principal loan, but in no event may the secondary loan exceed 4% per annum.

§ 36.4118 Advances. (a) Nothing herein shall prevent the creditor from making advances for the benefit of the mortgagee to pay taxes, assessments and insurance premiums as they become due, and the cost of repairs and other charges necessary to protect the property. The amount guaranteed by the Administrator shall be increased pro rata with all such increases in the unpaid principal balance of the loan: Provided, (1) That the annual interest rate on all advances shall not exceed 4 per centum per annum; (2) that the terms of repayment shall not extend the date of the amortization of the loan and (3) that the amount of the guaranty shall in no event exceed the original amount thereof, nor exceed the percentage of the indebtedness originally guaranteed.

(b) In the case of any advance made by a creditor to a debtor, with the consent of the debtor may apply any and all payments made by the debtor for any purposes in connection with the liquidation of the advance without considering the original loan in default. This shall not be construed to extend the period of indulgence contemplated by § 36.4114.

§ 36.4119 Construction loans. Under certain circumstances loans relating to new construction may be guaranteed pursuant to the act. (See § 36.4123.)

GUARANTY BY THE ADMINISTRATOR

§ 36.4120 Limits. In no event will the aggregate obligations of the United States as guarantor under Title III exceed $2,000 in respect to one veteran, whatever there be one or several loans, and the obligation of the guaranty are liable, the obligation of the respective applicants however guaranties will be the sum of the amounts available to the wife, unless she has in the application or otherwise (before approval) stated in writing her unwillingness to be so charged.

(c) The Administrator shall not require a wife to sign an application made by her husband. If she also is an eligible veteran and desires to exercise her right as such to obtain a guaranty, a separate application by her shall be processed. For the nature of her husband to indicate his personal guaranty then available to the husband or the wife when guaranty on behalf of the wife is resident of, or the application is signed in, or the property to be encumbered is situated under the laws of which such contract cannot be legally executed by a married woman alone as in the case of an unmarried woman.

§ 36.4123 Maximum liability where there are two or more veterans. (a) For the purpose of determining the maximum amount of the potential liability of the United States under a guaranty incident to an obligation on which two or more eligible veterans who applied for the guaranty are liable, the obligation will be deemed a several, and not a joint, obligation of the respective applicants who were charged with the guaranty or a part thereof notwithstanding that as between them, or any of them, and the creditor, the obligation is in fact and law a joint obligation or a joint and several obligation.

(b) In no event will the amount of any veteran’s debt thereunder be deemed to exceed for guaranty purposes the amount for which each veteran is legally liable to the holder of the obligation, that is maximum value of the interest of the veteran in the property. If more than one of the obligors is an eligible veteran and application by him or them is granted, the maximum aggregate amount of the guaranties will be the same as the amounts available to each applying veteran but in no event will the aggregate of the guarantees for more than one veteran exceed 50 per centum of the total loan except as provided under section 505 of the act.

§ 36.4122 Two or more eligible veterans or borrowers. (a) In the absence of a statement to the contrary, an application signed by two or more eligible veterans shall be conclusively presumed to be application by each for the guaranty of an equal proportion of the entire amount to be guaranteed: Provided, however, That if husband and wife execute the application, both being eligible veterans, it will be presumed in the absence of a contrary statement in the application that it is an application for guaranty on behalf of the husband only, unless the amount of the guaranty then available to the wife is insufficient to meet the requirement of the case for guaranty of a proper amount under these regulations and the terms of the application; in which event the deficiency may be charged against the amount available to the wife, unless she has in the application or otherwise (before approval) stated in writing her unwillingness to be so charged.

(3) The Administrator shall not require a wife to sign an application made by her husband. If she also is an eligible veteran and desires to exercise her right as such to obtain a guaranty, a separate application by the wife shall be processed. For the nature of her husband to indicate his personal guaranty then available to the husband or the wife when guaranty on behalf of the wife is resident of, or the application is signed in, or the property to be encumbered is situated under the laws of which such contract cannot be legally executed by a married woman alone as in the case of an unmarried woman.

§ 36.4123 Maximum liability where there are two or more veterans. (a) For the purpose of determining the maximum amount of the potential liability of the United States under a guaranty incident to an obligation on which two or more eligible veterans who applied for the guaranty are liable, the obligation will be deemed a several, and not a joint, obligation of the respective applicants who were charged with the guaranty or a part thereof notwithstanding that as between them, or any of them, and the creditor, the obligation is in fact and law a joint obligation or a joint and several obligation.

(b) In no event will the amount of any veteran’s debt thereunder be deemed to exceed for guaranty purposes the amount for which each veteran is legally liable to the holder of the obligation, that is maximum value of the interest of the veteran in the property. If more than one of the obligors is an eligible veteran and application by him or them is granted, the maximum aggregate amount of the guaranties will be the same as the amounts available to each applying veteran but in no event will the aggregate of the guarantees for more than one veteran exceed 50 per centum of the total loan except as provided under section 505 of the act.

§ 36.4122 Two or more eligible veterans or borrowers. (a) In the absence of a statement to the contrary, an application signed by two or more eligible veterans shall be conclusively presumed to be application by each for the guaranty of an equal proportion of the entire amount to be guaranteed: Provided, however, That if husband and wife execute the application, both being eligible veterans, it will be presumed in the absence of a contrary statement in the application that it is an application for guaranty on behalf of the husband only, unless the amount of the guaranty then available to the wife is insufficient to meet the requirement of the case for guaranty of a proper amount under these regulations and the terms of the application; in which event the deficiency may be charged against the amount available to the wife, unless she has in the application or otherwise (before approval) stated in writing her unwillingness to be so charged.

(3) The Administrator shall not require a wife to sign an application made by her husband. If she also is an eligible veteran and desires to exercise her right as such to obtain a guaranty, a separate application by the wife shall be processed. For the nature of her husband to indicate his personal guaranty then available to the husband or the wife when guaranty on behalf of the wife is resident of, or the application is signed in, or the property to be encumbered is situated under the laws of which such contract cannot be legally executed by a married woman alone as in the case of an unmarried woman.

§ 36.4123 Maximum liability where there are two or more veterans. (a) For the purpose of determining the maximum amount of the potential liability of the United States under a guaranty incident to an obligation on which two or more eligible veterans who applied for the guaranty are liable, the obligation will be deemed a several, and not a joint, obligation of the respective applicants who were charged with the guaranty or a part thereof notwithstanding that as between them, or any of them, and the creditor, the obligation is in fact and law a joint obligation or a joint and several obligation.

(b) In no event will the amount of any veteran’s debt thereunder be deemed to exceed for guaranty purposes the amount for which each veteran is legally liable to the holder of the obligation, that is maximum value of the interest of the veteran in the property. If more than one of the obligors is an eligible veteran and application by him or them is granted, the maximum aggregate amount of the guaranties will be the same as the amounts available to each applying veteran but in no event will the aggregate of the guarantees for more than one veteran exceed 50 per centum of the total loan except as provided under section 505 of the act.
chargeable with a part or all of the guaranty as provided in § 36.4122.

§ 36.4124 Veteran's application. (a) To apply for a guaranteed loan the veteran and the necessary lender shall complete and sign in duplicate Form 1822, Application for Farm Loan Guaranty. Before or after preparing the application and before submitting it, the veteran and the lender will address a joint inquiry to the nearest office of the Veterans Administration on Form 1800, Certification of Eligibility, or otherwise. In addition to this necessary identifying information, they will state whether the property to be encumbered is real or personal, or both, the State and county in which it is situated, and the nearest highway. The Administrator will reply on said Form 1800 or otherwise, stating the name and address of an approved appraiser of reality, and in the case of personal property, the person or personal representative.

(b) If instructed by the Administrator so to do, on Form 1800, Certification of Eligibility, or otherwise, the creditor will secure a credit report. If not so instructed, such a report will not be required by the Veterans Administration. (See paragraph (d) of this section.)

(c) If the proposed loan is for repairs, alterations or improvements to reality the appraiser shall reflect an examination of the building contract and the plans and specifications, if any, and shall include appropriate data sufficient to afford a basis for estimating the increased value of the farm to result from such repairs, alterations or improvements: Provided, however, that if the cost of such repairs, alterations and improvements do not exceed $500 then the appraisal requirements of these regulations will be met by an appraisal report by the agency, and no plans or detailed specifications will be required as a condition to a guarantee.

(d) The veteran, the lender, and the appraiser shall be entitled, before or during the preparation of the application and other papers preliminary to a loan or purchase, to consult with the agency.

(e) In every case the appraiser's report shall indicate the basis, by survey or otherwise, by identifying the real property appraised that property be encumbered to secure the proposed loan.

(f) If (1) the loan does not exceed $500, (2) the lender does not require a mortgage, and (3) the loan otherwise complies with the regulations, the provisions of paragraphs (b), (c) and (e) of this section; paragraphs (d), (e) and (h) of § 36.4125; paragraphs (a), (c) and (d) of § 36.4130; subparagraphs (2) and (3) of paragraph (b) of § 36.4131; paragraphs (c) and (e) of § 36.4132 shall be inapplicable to such loan and any guaranty thereof: Provided, however, that in every such case there shall be submitted with the application a report of an examination of the property by the agency as to its worth and as to the value of the work, or property, real or personal, to be purchased, repaired, altered, or improved.

(g) If the application is applied for in connection with the acquisition of, or a loan upon livestock, equipment, machinery, or implements, the agency shall upon request and after review and upon consideration of the application report its opinion as to the reasonable normal value of such property, and its recommendation as to the guaranty. Such report shall constitute an appraisal.

§ 36.4125 Papers required. The prospective lender shall submit to the agency the following papers:

(a) Certification of eligibility (see § 36.4124 (a)).

(b) Loan Guaranty Certificate (Form 1831 attached to application).

(c) Original application for guaranty signed by prospective lender and borrower (see § 36.4124 (a)).

(d) The credit report, if required. (See § 36.4124 (a)).

(e) The original appraisal report, Form 1833. (See § 36.4124 (c), (f) and (g).)

(f) Copy of purchase option, if any; and copy of conditional sales agreement if loan is to be predicated on such an instrument.

(g) Proposed loan closing statement of the estimated amounts to be disbursed by the lender and account of the borrower (see Form 1806).

(h) Unless stated in the mortgage, or otherwise in the papers submitted, a statement of the kinds and amounts of insurance to be required to protect the mortgagor, the lender and the Administrator against loss by fire and other hazards, and the estimated premium cost thereof. (See § 36.4115.)

(i) When applicable, the original and copy (both signed) of Form 1862, Application to Amend Loan Guaranty Certificate. (See § 36.4131 (c) and (d).)

§ 36.4126 Recommendation for approval of guaranty. The agency shall review the papers to determine whether it will recommend approval of the application for guaranty. Thereupon the Agency shall forward all the papers to the appropriate office of the Administrator with recommendation that (a) the Administrator approve the application, or (b) he disapprove it. If disapproval is recommended the reasons thereof shall be stated in writing at the time the papers are forwarded. A recommendation that the application be approved shall be appropriately endorsed on the original of the application. If more than one person functions as or for the Agency in making such determination, such person shall sign the recommendation made, indicating concurrence or dissent. In case any such person fails to participate in the decision or is absent, the appropriate fact and name of such person shall be noted on the recommendation.

§ 36.4127 Administrator's action on application. (a) Upon receipt of the papers from the agency, the Administrator will determine whether to approve the application or disapprove it and he shall return to the proposed lender all papers received from the lender except the original application for guaranty and the original appraisal report and shall state that the application has been denied and the reasons therefor. He shall send a copy of the letter to the veteran and the Agency. Upon denial any expenses incurred by the lender or the borrower for the appraisal of the property shall be chargeable with a part or all of the guaranty as provided in § 36.4122.

(b) (1) The veteran and the proposed lender, or either, may appeal to the Administrator for review of a denial of the application.

(2) Such appeal may be by letter, or on any prescribed form, and shall be mailed or delivered to central office of the Veterans Administration within one month after receipt of notice of denial, or either of them as they shall have agreed.

(c) (1) If for any reason the loan transaction is not concluded and the same or another lender thereafter wishes to consider making a loan on the same security described in the original application, a supplemental application, if the same lender, or a new application if a different lender, may be submitted. If appealing it is not necessary for the borrower and lender that the condition of the security is substantially the same as when the appraisal report was made, the supplemental or new application may be approved without reference to any of the supplemental or new application shall have been received by the Administrator within three months from the date of the appraisal report.

(2) Without reference to the time limit stated in subparagraph (1) hereof, a copy of the appraisal report will be supplied without cost to a prospective new lender or to the original proposed lender at the currently prescribed price for a copy.

§ 36.4128 Execution and form of guaranty. (a) If the Administrator approves the application he shall notify the Agency and the veteran thereof. For the purpose of evidencing the contract of guaranty, he shall execute a Loan Guaranty Certificate, to become effective upon the conditions therein stated. It shall be in substantially the form following:

Finance Form 1821
Nov. 1944

UNITED STATES OF AMERICA

LOAN GUARANTY CERTIFICATE ISSUED BY VETERANS' ADMINISTRATION

State

Number L.P.

(To be filled in by V. A.)

(Lender) (Exactly as Payee's name will appear on note)

(Borrower-Veteran) (Exactly as to be signed on note and mortgage)

(House or Box Number—R.F.D. or Street—Post Office—County)

(State)

(House or Box Number—Street—Post Office—County)

(State)

1

A. This certificate shall become effective when the requirements of the statute and regulations have been complied with and the acts certified in Part III hereof have been accomplished in compliance with said requirements.
B. When it becomes effective as hereinabove prescribed, this certificate shall obligate the United States of America to pay to the holder of the "note" described on the reverse thereof, upon his duly filing claim therefor, the amount hereby guaranteed hereunder, as hereinabove prescribed.

1. All or such portion of the maximum amount hereby guaranteed as becomes payable upon the failure of the person or corporation named on the reverse thereof to satisfy the terms and conditions of the application and (the regulations) bearing the same date, to become effective in the manner hereinabove prescribed.

2. At the expiration of 1 year from the date of the "note", amount equal to the interest for 1 year at the contract rate on that portion of the indebtedness ("note") originally guaranteed hereby, such payment to be credited on the indebtedness as prescribed by said regulations.

C. Executed on behalf of the United States of America by the Administrator of Veterans' Affairs, through the undersigned authorized agent on this date, to become effective in the manner hereinabove prescribed.

Dated

ADMINISTRATOR OF VETERANS' AFFAIRS

By

(Authorized Agent)

NOTE: If loan is not closed the proposed lender, or when paid the holder of the note will mark this certificate "Cancelled", sign thereunder and return the Veterans' Administration.

II.

Description of property to be "Mortgaged" (Lot and block, section and township, land lot and Land District, etc., and surveyor's field notes where appropriate and any other language proper to complete description. Include description of personal property, (if any) to be mortgaged, and any other proper official; (2) that it covers the same property described, or otherwise identified, or referred to, in the application, or mortgage, or other security instrument) were properly signed report of closing loan. (See §§ 36.4129 (a) and 36.4125 (g) and Form 1806 or 1861.)

(b) Cause all necessary instruments to be filed or recorded for the purpose of establishing a valid lien as between the parties, or third persons, or of giving notice of the lien; and (4) if the approved application for guaranty related to a loan wholly or partly to be secured by a hypothecation or a pledge of personal property, such hypothecation or pledge has become effective by appropriate delivery to the lender and no superior lien has intervened since date of application.

(If a corporation) (All signatures must be properly acknowledged and filed in ink)

Mr.

Mrs.

Miss

Secretary

Lender(s)

Mr.

Mrs.

Miss

Mr.

Mrs.

Miss

Borrower(s)

Title (president, vice president, etc.)

By (president, etc.)

At (State, District, Territory)

III.

CERTIFICATION BY BORROWER AND LENDER

A. We hereby warrant that (1) the undersigned mortgagee duly executed and witnessed, acknowledged, or proved as required by law, and recorded, properly filed, and recorded for the purpose of establishing a valid lien as between the parties, or third persons, or of giving notice of the lien, which is the same property described, or otherwise identified, or referred to, (2) that the property described in paragraph "A" above is inapplicable. (See Regulations, § 36.4129, Par. (c).)

B. The undersigned lender warrants that (1) the "mortgage" duly executed and witnessed, acknowledged, or proved as required by law, and recorded, properly filed, and recorded for the purpose of establishing a valid lien as between the parties, or third persons, or of giving notice of the lien, which is the same property described, or otherwise identified, or referred to, in the application or mortgage, or other security instrument) were properly signed report of closing loan. (See §§ 36.4129 (a) and 36.4125 (g) and Form 1806 or 1861.)

(c) Disburse all funds in substantial accord with the proposed loan closing statement submitted with the application. (See §§ 36.4125 (g) and Form 1806 or 1861.)

(d) File with the proper State, County or other public official to be retained where required, or recorded and returned, the "mortgage", and any other appropriate instruments, or (if more space is needed, detach and continue description on reverse)

(e) Take possession or do any other necessary act to make effective the pledge, or hypothecation, if any.


(a) Within two months after closing the loan and filing with appropriate public official of the proper instruments, or the taking of other appropriate steps, if any, to make the loan effective, the lender shall complete and forward to the Administrator (using prescribed form, if available) a properly signed report of closing the loan stating that:

(1) The disbursement of the amount named in such report as the principal of the note has been completed by the lender, which amount may be not more than the maximum amount prescribed for the proposed loan as stated in the original application for guaranty, without complying with the procedure stated in paragraphs (c) and (d) of this section.

(2) Such disbursements were as estimated on the loan closing statement submitted with the application, except as otherwise stated on the reverse side of the report of closing loan. (See §§ 36.4129 (a) and 36.4125 (g) and Form 1806 or 1861.)

(3) The note and the mortgage (or other security instrument) were properly executed, stating the date, and the latter was duly acknowledged, or proved, so that it was legally eligible for filing and in which it was properly filed and the filing number thereof; or in the case of a pledge, or hypothecation the necessary preliminary steps were taken to make same effective.

(4) The note was dated (stating the date thereon) and signed by the debtor, or a actual principal amount thereof; and the rate of interest provided.

(5) The Loan Guaranty Certificate (stating its L-Number) was completed, and appropriately signed by the lender and the borrower as therein provided.

(b) If the lender is a corporation, its corporate seal shall be impressed on such report.

(c) If the transaction to be closed is essentially the same as indicated in the original application except that:

(1) The amount of the loan actually to be made is more than 133% of the amount stated in the application, or

(2) Personal property to be acquired differs from that described but is for the same use or purpose, and substantially similar in kind, quality and value.

Form 1862, Application to Amend Loan Guaranty Certificate, will be completed and signed in duplicate.

(2) Personal property to be acquired is the same as indicated on the original and copy of Form 1862, Application to Amend Loan Guaranty Certificate, to the "Agency," which will recommend approval or disapproval and forward both to the Administrator of Veterans' Affairs, through the undersigned authorized agent on this date, to become effective in the manner hereinabove prescribed.

Such office will determine whether
to approve the Application to Amend Loan Guaranty Certificate. Such determination will be based on the original application, or on the evidence submitted in or with the original application, the application to amend, the recommendation of the Agency, and such other evidence, if any, as the Administrator may determine. Notice of action will be given as in the case of original applications. If approved such approval will be appropriately indicated on the original, and such original, duly executed by the Veterans Administration, will be forwarded to the lender. It may be attached to the original Loan Guaranty Certificate to evidence amendment thereof as reflected by such "rider".

§ 36.4132 Construction loans. (a) Upon the submission to an Agency of an application made pursuant to section 502 of the Act for the guaranty of a loan for construction on a farm owned by the veteran, or for repairs, alterations or improvements thereof (hereinafter collectively referred to as "construction loans") the guaranty will be issued to become effective only upon completion thereof, and upon fulfillment of the same requirements of these regulations as are applicable to the guaranty of loans for the acquisition of residential or non-residential farm buildings other than by construction.

(b) Notwithstanding the provisions of paragraph (a) of this section, the guaranty mentioned therein may become effective without the entire amount of the loan having been disbursed if:

(1) Complete plans and specifications, or as amended pursuant to approval of the Administrator, of the normal agricultural improvements will be situated together with the contract, the plans and specifications, (if any), and any authorized changes therein (if any), permitted by these regulations, or, in those cases embraced in paragraph (d) of § 36.4124 (f), there are no plans and specifications, within good building practices.

(c) The increased value of the property as completed and which will be encumbered substantially in accord with his estimate.

(d) During the course of construction the Administrator shall be entitled at his expense, to cause such inspection of the construction work as he may determine.

(e) Upon compliance with the requirements of this section and of §§ 36.4130 and 36.4131, the guaranty becomes effective in other than construction loan cases, said Loan Guaranty Certificate shall become effective as originally executed (and subject to § 36.4131), or as amended pursuant to approval of application therefor on Form 1802, Application to Amend Loan Guaranty Certificate. (See § 36.4131 (e) (d).)

(b) The borrower and lender may contract for the purpose of pipe line, telephone, electric or telegraph lines: Provided, however, That when such releases, or grants by the lender for any one or more of the purposes stated in the paragraph, or otherwise, with or without specific consent of the Administrator, shall have decreased the security as much as five percent in acreage, or $200 in value, no further releases shall be made, without the consent of the Administrator, if release the property as completed and which will be encumbered substantially in accord with his estimate.

(c) The borrower and lender may contract for the purpose of pipe line, telephone, electric or telegraph lines: Provided, however, That when such releases, or grants by the lender for any one or more of the purposes stated in the paragraph, or otherwise, with or without specific consent of the Administrator, shall have decreased the security as much as five percent in acreage, or $200 in value, no further releases shall be made, without the consent of the Administrator, if release the property as completed and which will be encumbered substantially in accord with his estimate.

(d) Sale by reason of foreclosure of a superior lien if the holder of the guaranty has knowledge of such foreclosure sale as much as 10 days prior thereto and fails to notify the Administrator of the time and place thereof.

CLAIM UNDER A GUARANTY

§ 36.4134 Default. (a) In the event of default, not cured, continuing three months on an amortized loan or one month on a term loan the "creditor" may elect to assert claim under the guaranty, and give notice thereof to the Administrator.

(b) If any default occasioned by failure reasonably to pay the "creditors" entitled any amount of principal or interest due him under the contract (not cured) shall have persisted as long as six months the holder of the indebtedness shall give notice thereof to the Ad-
ministrator notwithstanding the failure results from payments on "advances" as provided in § 36.4118 or from any indulgence of the debtor as provided in §§ 36.4119 and 36.4120.

(c) (1) The notice shall state the loan guaranty number if available. If not available other identifying data shall be included, such as date and amount of original obligation, location of Veterans' Administration office that issued the guaranty and the property encumbered.

(2) In all cases the notice shall state the name and last known address of the delinquent debtor and of the creditor, and the date and manner of default, and amount past due. If he desires, the creditor may also state his views as to any indulgence that should be extended.

(3) The notice to the Administrator shall be mailed by registered mail or personally delivered in exchange for a written receipt within one month after the expiration of said six months' period.

§ 36.4135 Claim on notice of default.
(a) If the administrator, after default, separately, then, or later, the creditor may make claim under the guaranty.
(b) Then or thereafter the creditor may also give notice of his intention to foreclose the lien or liens securing the indebtedness.
(c) The Administrator may approve the creditor's request, if any, to postpone action to press his claim against the mortgagor, or the property. Such postponement with the consent of the Administrator, shall not operate to void or diminish the ultimate liability under the guaranty. In no event shall indulgence or postponement of action authorized by these regulations impair any right of the creditor to thereafter proceed within the applicable statute of limitations period as if there had been no indulgence or postponement.

§ 36.4126 Legal action. (a) The creditor shall not begin action in court or give notice of sale under a power of sale, until the expiration of 30 days after receipt by the Administrator of the notice of default as provided in § 36.4134. Notice notwithstanding paragraph (a) of § 36.4134 such notice may be given at any time after default.

(b) (4) If the circumstances require immediate action to protect the interest of the creditor or the Administrator, the Administrator may waive the requirement for prior notice if notice of the action taken is immediate given.

(2) Without limiting the foregoing, the existence of conditions justifying the appointment of a Receiver for the property shall be sufficient excuse for beginning suit without prior notice to the Administrator. Within 10 days after commencement of the suit or action, plain tiff gives the Administrator notice thereof.

§ 36.4137 Notice of suit and subsequent sale. (a) Within ten days after beginning suit, the mailing notice of sale without suit to be given, the creditor shall notify the Administrator thereof by registered mail, or by personal delivery of notice in exchange for written receipt. The notice shall state whether the foreclosure will be by proceeding in court, or under a power of sale; the style and number of the suit, if any, and the name and location of the court in which pending.

(b) The creditor shall give written notice of intention to foreclose, by mail (or delivery) of any foreclosure sale, judicial, or under a power of sale; or of any proposed termination of the rights of any vendee or his immediate or remote guarantee (assured) pursuant to any power or option in a sales contract, or in any other instrument affecting the property which constitutes any security for the obligation guaranteed. Such notice shall be given by the Administrator if within ten days after commencement of suit or causing notice of sale, judicial, or under a power of sale, or termination, occur before or after payment of the guaranty.

§ 36.4138 Death of veteran or other owner. (a) In the event the creditor has knowledge of the death of the veteran or of any owner of an interest in the encumbered property, or of any other person liable on the indebtedness which is guaranteed in whole or in part, the creditor shall take such steps, if any, as are legally necessary, and reasonably available, in the jurisdiction where the encumbered property is situated, to avoid loss of the lien, or impairment thereof, or of all or part of the proceeds of the property, as a result of, or incident to, such death, or of any probate proceedings thereafter occasioned in said jurisdiction.

(b) In addition to protecting the lien rights as required by paragraph (a) of this section, the creditor at his discretion may proceed in probate, or otherwise, as may be permissible and feasible, in any jurisdiction where administration proceedings are pending or may be instituted, or other appropriate legal action taken, against assets or persons, to assert any rights, by means of any remedies, therein available to a similarly situated creditor of the decedent.

(c) Upon direction of the Administrator and his designation of an accessible attorney for the purpose, and making appropriate provision for defraying or paying the costs and expenses of the proceeding, the creditor shall proceed as provided in paragraph (b) of this section: Provided, however, That in any case the Administrator acting at his discretion, proceed immediately in respect to protecting the lien, or asserting claim as contemplated by paragraph (b) of this section, or as to both remedies. If the Administrator acting at his discretion, proceeds in his name or the name of the creditor as the Administrator may elect and as may be appropriate under applicable law.

(d) Nothing in this section shall impair any right of set-off or other right or remedy of the Administrator.

§ 36.4139 Death or insolvency of creditor. (a) Immediately upon the death of the "creditor" and without the necessity of request or other action by the debtor or the Administrator, all sums then standing as a credit balance in a "trust," or "deposit," or other account, to cover taxes, insurance accruals, or other items in connection with the loan secured by the encumbered property, whether stated to be such or otherwise designated, and which have not been credited on the "trust," "deposit," or other account otherwise, shall, be treated as a set-off and shall be deemed to have been credited thereon as of the date of the last debit to such account, so that the unpaid balance of the note after the deduction of that date will be reduced by the amount of such credit balance: Provided, however, That any unpaid taxes, insurance premiums, rents, or advances may be paid by the holder of the indebtedness, or as a result of, or incident to, such death, or of any probate proceedings thereafter occasioned in said jurisdiction.

(b) The provisions of paragraph (a) of this section shall also be applicable in the event of:

(1) Insolvency of creditor;

(2) Initiation of any bankruptcy or reorganization, or liquidation proceedings as to the creditor, whether voluntary or involuntary;

(3) Appointment of a general or ancillary receiver for the creditor's property; or, in any case

(4) Upon the written request of the debtor if all accrued and due insurance premiums, taxes, and rents have been paid, and appropriate provisions made for future accruals.

(c) Upon the occurrence of any of the events enumerated in paragraph (a) or (b) of this section interest on the note and on the credit balance of the "deposits" mentioned in paragraph (a) shall be set-off against each other at the rate of the interest on the particular portion of the amount of the note as of the date of last debit to the deposit account. Any excess credit of interest shall be treated as a set-off against the unpaid "advances", if any, and the unpaid balance of the note.

(d) The provisions of paragraphs (a), (b) and (c) of this section shall apply also to corporations. The dissolution thereof by expiration of charter, or otherwise, shall be treated as is the death of an individual as provided in paragraph (a).

§ 36.4140 Filing claim under guaranty. Claim under the guaranty may be made on Form 1864, Claim under the Guaranty. Subject to the limitation that the total amount payable under the guaranty shall in no event exceed the original amount thereof, the amount payable under the guaranty shall be the percentage of the indebtedness originally evidenced as defined in § 36.4100 (m), computed as of the date of the claim, and reduced by any payments theretofore made by the United States pursuant to the guaranty.

§ 36.4141 Options available to Administrator. Upon receipt of claim under the guaranty, or notice of intention to foreclose, the Administrator shall have the following options:
(a) Pay to the creditor not later than one month after receipt of notice of any default, the aggregate of principal and interest, taxes, advances, or other items in default; and in consideration of such payment, the Administrator shall be deemed to have agreed to refrain from giving effect to any acceleration provisions by reason of defaults prior to the date of notice of default theretofore given: Provided, how- ever, that if the creditor so requests, the Administrator may exercise this option once only, and in an amount not exceeding an amount equivalent to the aggregate of principal and interest payable in one year, or not exceeding ten per centum of the original amount of the guaranty, whichever sum is less.

(b) Pay the creditor within one month after receipt of claim the full amount payable under the guaranty without requiring foreclosure, or personal action.

(c) Pay to the creditor promptly after receipt of claim any amount agreed upon, not exceeding the amount due under the guaranty; and notify him to institute appropriate foreclosure proceedings, with or without legal action to reduce the debt to judgment, against all or any of the papers and records pertaining to the papers and records pertaining to the papers and records pertaining to the estate, by set-off against any amounts otherwise payable to the creditor or his estate; or in any other lawful manner, any sums, or the United States on account of the claim pursuant to the guaranty.

§ 36.4144 Future action against mortgagor. In addition to the amount, if any, collected from the proceeds of the encumbered property by reason of the right of subrogation, the United States will collect from the veteran, or his estate, the sum of $10,000, or, at the option of the Administrator, $20,000, whichever sum is less, as a partial payment of any claim for default, and the burden of going forward with evidence of and ultimate proof of the contrary shall be on the party himself, when proper.

(b) The net proceeds, after setting off such items that may properly be recouped, shall be credited to the indebtedness, or otherwise, as may be proper under the facts.

(c) In determining the propriety of recoupment and the amount thereof consideration shall be given to any provisions in the “note” or “mortgage” relating to such items, and any amounts actually realized pursuant thereto.

§ 36.4146 Creditor's records and reports required. (a) The creditor shall maintain a record of the amounts of payments received on the obligation and disbursements chargeable thereto, and the dates thereof. Any creditor who fails to maintain such record shall be presumed to have received on the date shown all of the balance of the contract are payable prior to date of claim for default, and the burden of going forward with evidence and of ultimate proof of the contrary shall be on such creditor, not on the debtor, or the United States.

(b) On any delinquent loan the creditor shall report annually on the anniversary of the earliest unremedied default any amount received or disbursed, the unpaid balance of principal and accrued interest and any other items chargeable; and the nature of any defaults not already reported. He shall include such additional information, if reasonably necessary and obtainable, as may from time to time be requested by the Administrator.

(c) A proposed lender may be required to submit evidence satisfactory to the Administrator of his equipment for maintenance of adequate records on, and his ability to service, loans if guaranteed pursuant to the provisions of the Act and these regulations.

§ 36.4147 Failure to supply information. Failure to supply any available information required by these regulations within two months after request therefor will entitle the Administrator to obtain such information otherwise, and the expense of so obtaining it, plus ten dollars to cover expenses, shall be chargeable to the creditor who failed to comply with such request.

§ 36.4148 Notice to Administrator. Any notice required by these regulations to be given the Administrator shall be sufficient if in writing, and delivered at, or mailed to, the Veterans Administration office at which the application for guaranty was approved or to any other address of which the Administrator has been given notice or, at the option of the creditor, to the central office of the Veterans Administration, Washington 25, D.C. If mailed the notice shall be by registered mail when so provided by these regulations.

§ 36.4149 Right to inspect books. The Administrator has the right to inspect, at a reasonable time and place the papers and records pertaining to the loan and guaranty. If permission to inspect is declined the Administrator may enforce the right by subpoena under the provisions of Title III of Public No. 844, 74th Congress, 49 Stat. 1235, 38 U.S.C. 131, or in any other lawful manner.

§ 36.4150 Forms, construction to be placed on references to. All references in the regulations to Form 1800, Certification of Eligibility, or to other form numbers, shall be construed to include any revision of the same forms, identified by the same, or by different numbers.

§ 36.4151 Disqualified lenders and bidders. Except under unusual circumstances and upon prior approval by the Administrator an application for guaranty of a loan will not be approved if the lender is known to be an employee of the Veterans Administration or of the Agency; and without such approval, an employee of the Administrator shall not bid at a foreclosure sale of the security for a guaranteed loan.

[SEAL] FRANK T. HINES, Administrator.

DECEMBER 8, 1944.

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GUARANTY OF LOANS

Regulations Under Title III

(PURCHASES OF BUSINESSES, ETC.)

SERVICEMEN'S READJUSTMENT ACT OF 1944

(Public Law 346—78th Congress)

(Chapter 268—2d Session)

(58 Statutes at Large 284)

(38 U. S. Code 693 et seq.)

(NOTE: This pamphlet covers the subject of Guarantee of Loans for the purchases of businesses, etc., pursuant to Section 503 of the Act. The subjects of Guaranty of Home Loans and of Guaranty of Loans for the Acquisition of Farms and Farm Equipment have been printed in separate pamphlets. This pamphlet also includes changes in and additions to the regulations under Title III governing the Guaranty of Home Loans (§§ 36.4000 to 36.4049), and the Guaranty of Loans on Farms and Farm Equipment (§§ 36.4100 to 36.4151).)

This publication may be procured from the Superintendent of Documents, U. S. Government Printing Office, Washington 25, D. C., at 5 cents per copy.
FOREWORD

The Servicemen's Readjustment Act of 1944 and these regulations constitute a part of each contract of guaranty issued by the Administrator of Veterans Affairs on behalf of the United States of America, pursuant to Title III of said Act.

The officials and employees of the Veterans Administration from time to time assigned to duties in connection with the administration of the Act shall act on behalf of the Administrator of Veterans Affairs, and when so acting within the scope of authority delegated to them shall for all purposes of the Act and these regulations be deemed to be acting for said Administrator.

Central Office of the Veterans Administration, Washington 25, D. C., is the main office of the Administrator of Veterans Affairs. The functions pursuant to Title III of the Act will also be performed in field offices of the Veterans Administration from time to time designated for that purpose. Transactions and communications with, and contracts by such designated field offices shall have the same effect as if with, or made by, Central Office.

These regulations should be carefully read. The completed application or other papers submitted should be carefully examined by the applicants, (borrowers and lenders) in order to be certain of accuracy and avoid any possible embarrassment resulting from errors.

It will facilitate the service of the Veterans Administration to the veterans and the lenders if, in correspondence, reference is made to the appropriate section numbers, if any, involved in the subject of the correspondence.

In view of the large number of veterans with the same or similar names, it is important not only in correspondence, but also in documents to use the veteran's full first name instead of his initial only, and also his middle initial. If unobjectionable, it will be helpful to use his full middle name. In addition to the full name, other available identifying data should be used in correspondence, such as serial number allocated to the veteran while in active service, rank, and organization at date of discharge, current residence address, etc. In mortgages and other documents it will be desirable to use the service serial number in addition to the full name, although if there is objection the number will not be required. If there has been a guaranty application previously submitted by the veteran and the number assigned thereto by the Veterans Administration is known, that number should be used in all communications; and on all documents pertaining to that application.

It should be clearly understood that the Act does not authorize the Veterans Administration or the Administrator of Veterans Affairs to lend money to the veteran under Title III; but only to guarantee loans within the prescribed limitations.

NOTICE

Federal statutes provide severe penalties including forfeitures, fines and imprisonment, for fraud on the part of the applicant and also as to "any person who shall knowingly make or cause to be made, or conspire, combine, aid, or assist in, agree to, arrange for, or in any wise procure the making or presentation of a false or fraudulent affidavit, declaration, certificate, statement, voucher, or paper, or writing purporting to be such" concerning any application for the guaranty of a loan by the Administrator, (38 U. S. C. A. 697, 715, 450, 451, 454 (a), 556 (a); 18 U. S. C. A. 60.)
PART 36—REGULATIONS UNDER SERVICE-MEN'S READJUSTMENT ACT OF 1944

GUARANTEE OF LOANS ON PURCHASES OF BUSINESSES, ETC.

The following regulations govern the guaranty of loans on businesses, etc., under Title III of the Service-Men's Readjustment Act of 1944:

Sec. 36.4200 Definitions.
   (a) Administrator.
   (b) United States.
   (c) State.
   (d) Designated agency or agency.
   (e) Federal agency.
   (f) Guaranty.
   (g) Mortgage.
   (h) Secondary or junior loans.
   (i) Guaranteed loan.
   (j) Business.
   (k) Reasonable normal value.
   (l) Land.
   (m) Buildings.
   (n) Personal property.
   (o) Supplies.
   (p) Equipment.
   (q) Indebtedness.
   (r) Eligible veteran.
   (s)Appraiser.
   (t) Creditor.
   (u) Debtor.
   (v) Used or conducted by a veteran.
   (w) Interest.

36.4201 Miscellaneous.

36.4202 Eligible location.

36.4203 Loans for business purposes.

36.4204 Loans for the acquisition of a business.

36.4205 Loans for the purchase of equipment and supplies.

36.4206 Second loans to complete a purchase.

36.4207 Life insurance, or additional security.

36.4208 (a) Loans for the purchase of business property (land, building).

(b) Mortgages required on business realty.

36.4209 Transfer of title.

36.4210 Obligation of guarantor.

36.4211 Contract provisions.

36.4212 Repayment provisions.

36.4213 Prepayments.

36.4214 Pro rata decrease of guaranty.

36.4215 Insurance coverage required.

36.4216 Loan charges.

36.4217 Interest.

36.4218 Advances.

GUARANTEE BY THE ADMINISTRATOR

36.4220 Limits.

36.4221 Second loan under section 505 (a).

36.4222 Third and subsequent eligible veterans or borrowers.

36.4223 Maximum liability where there are two or more veterans.

36.4224 Veteran's application.

36.4225 Papers required.

36.4226 Recommendation for approval of guaranty.

36.4227 Administrator's action on application.

36.4228 Execution and form of guaranty.

36.4229 Disposition of papers.

36.4230 Loan procedure after approval of guaranty.


36.4232 Clause under a guaranty.

36.4233 When guaranty does not apply.

CLAIM UNDER A GUARANTY

36.4234 Default.

36.4235 Claim on notice of default.

36.4236 Legal action.

36.4237 Notice of suit and subsequent sale.

36.4238 Death of veteran or other owner.

36.4239 Sale of property as collateral for debt.

36.4240 Filing claim under guaranty.

36.4241 Options available to Administrator.

36.4242 Recognition and extension of guaranty.

36.4243 Subrogation.

36.4244 Future action against mortgagee.

36.4245 Suit by Administrator.

36.4246 Creditor's record and reports required.

36.4247 Failure to supply information.

36.4248 Notice to Administrator.

36.4249 Right to inspect books.

36.4250 Form, construction to be placed on references to.

36.4251 Disqualified lenders and bidders.


§ 36.4200 Definitions. Wherever used in §§ 36.4200 to 36.4251, inclusive, unless the context otherwise requires, the terms defined in this section shall have the meaning herein stated, namely:

(a) "Administrator" means the Administrator of Veterans Affairs or any employee of the Veterans Administration designated by him to act in his stead.

(b) "United States" used geographically means the several States, Territories and possessions, and the District of Columbia.

(c) "State" means any of the several States, Territories and possessions, and the District of Columbia.

(d) "Designated agency" or "agency" as used in respect to processing applications for guaranty of loans, means any Federal instrumentality designated by the Administrator (including Veterans Administration, or any agency or unit of the United States Government) to certify whether an application meets the requirements of the Act and regulations, and recommend whether the application should be approved if the applicant is found eligible.

(e) "Federal agency" as used with respect to agencies making, guaranteeing or insuring primary loans, means any Executive Department, or administering agency or unit of the United States Government (including a corporation essentially a part of the Executive Branch) at any time authorized by law to make, guarantee or insure such loans.

(f) "Mortgage" means the obligation of the United States of America assumed by virtue of the guaranty by the Administrator as provided in Title III of the Servicemen's Readjustment Act of 1944 (58 Stat. 294; 38 U.S.C. 693) and subject to the limitations and conditions thereof and of §§ 36.4200 to 36.4251, inclusive.

The subject of the guaranty is that portion of an eligible loan procured by an eligible veteran which may be subject to the guaranty by the Administrator as provided in Title III, as determined by the Administrator upon application in accordance with §§ 36.4200 to 36.4251, inclusive.

(g) "Mortgage" means an applicable type of security instrument commonly used or legally available to secure loans or the unpaid portion of the purchase price of real or personal property in a State, District, Territory, or possession of the United States of America in which the property is situated. It includes, for example, deeds of trust, security deeds, escrow instruments, real estate mortgages, conditional sales agreements and chattel mortgages.

(h) "Secondary" or "junior" loan means a loan which is secured by a lien or liens subordinate to any other lien or liens on the same property.

(i) "Guaranteed loan" means a loan unsecured, or secured by a primary lien, or where permissible under the act and §§ 36.4200 to 36.4251, inclusive, a secondary lien, which loan is guaranteed in whole or in part by the Administrator, as evidenced by endorsement thereon, or by Loan Guaranty Certificate issued by the Administrator, and which shall have become effective as prescribed by §§ 36.4200 to 36.4251, inclusive, or by such other legal evidence as may be provided by the Administrator.

1 As printed in the Federal Register, Volume 25, Number 255, Washington, Saturday, December 23, 1944.
can be earned based on (1) the past record, if any; (ii) the reasonable probabilities; and (iii) reasonably efficient management.

(1) "Land" as used in section 503 of the act refers to an interest in realty defined in this section, and subject to the following provisions.

(i) An interest in realty may be a fee simple estate, or certain other estates indicated in subdivisions (i) to (vi) of this subparagraph (1) (including an estate for years) eligible for guaranteed loans. But in any event the estate shall be one limited to end at a date more than 14 years after the ultimate maturity date of the loan, or when the fee simple title shall vest in the lessee; except that, if it is a leasehold that terminates earlier, it shall nevertheless be acceptable if lessee has the irrevocable right to renew for a term ending more than 14 years after the ultimate maturity date of the loan or until the fee simple title shall vest in lessee: Provided, The mortgagee obtains a mortgage lien of the required dignity upon such option right or anticipated reversion or remainder interest.

(ii) A life estate or other estate of uncertain duration is excluded, unless the remainder interests are also encumbered by a lien of the same dignity to secure these estates.

(iii) A remainder interest in realty shall be eligible as security for a guaranteed loan only in the event that all the owners of intervening immediate or remainder interests lawfully can and do agree to subordinate all such intervening estates to the lien; or (b) execute and deliver a lease or other proper conveyance to the owner of the ultimate remainder in fee simple in such manner as to assure his legal right to possession and enjoyment until the vesting of his ultimate remainder interest.

(iv) If other than a fee simple estate or other estate of uncertain duration as described in subdivision (i) of this subparagraph (1) is offered as security, full information may be submitted to the Administrator before taking application from the veteran. The Administrator shall determine the eligibility of any such estate.

(v) The existence of any of the following will not require denial of the guaranty; hence will not require special submission:

(a) Outstanding easements for public utilities, party walls, driveways, and similar purposes;

(b) Customary building or use restrictions for breach of which there is no reversion and which have not been violated for a material extent;

(c) Slight encroachments by adjoining improvements;

(d) Outstanding water, oil, gas or other mineral, or timber rights which do not and will not materially impair the value for business purposes and which are customarily waived by prudent lenders in the community: Provided, however, That if there is outstanding any legal right to quarry, mine or drill within 400 feet of the encumbered building the application for guaranty may be denied for that reason unless upon consideration of all the facts the Administrator determines otherwise. Such determination at the option of the lender or borrower may be obtained upon a special submission of all the facts prior to taking application.

(vi) A mortgage on an undivided interest in realty shall not be acceptable unless all co-tenants of the veteran join in the mortgage, and unless such joiner has the legal effect of creating a lien on the property otherwise required. In such case it shall not be required that the co-tenants join in, endorse, or otherwise become personally liable on the veteran's indebtedness. Notwithstanding such joinder in the mortgage by the co-tenants the value of the security for purpose of guaranty shall be determined with respect to the individual interest of the veteran only, and such extent as may be related to the proper proportion of that sum, irrespective of the actual amount of the loan.

(2) "Buildings" as used in section 503 of the act refer to structures of a permanent nature, attached to and become a part of the land.

(3) "Personal property" means tangible or intangible property other than land or buildings as defined in paragraph (1) (1) and (1) (2) of § 36.4200 if such property is to be used in a business conducted by the veteran as prescribed in § 36.4200 to 36.4251, inclusive. It includes property which by reason of the contract of the seller and purchaser may become a fixture, or otherwise a part of the property.

(4) "Supplies" mean those articles normally used, necessary and expended in the operation of a business or profession, including those required by the service industries, both personal and industrial.

(5) "Equipment, machinery and tools" means such articles commonly described, and which are required for use in pursuing a gainful occupation other than the resale thereof and which will be useful and reasonably necessary for the efficient and successful pursuit of such occupation. Equipment shall include structures which by operation of law or the terms of the applicable lease or other contract of the parties, do not become a part of the realty, and which may be removed without consent, or further consent, of the land owner.

(m) "Indebtedness" means the unpaid principal and accrued interest on the note, bond or other obligations, the subject of the guaranty, and includes also taxes, insurance premiums and any other items for which the debtor is liable under the terms of the mortgage, or other contract, including proper contractual or statutory trustee fees and attorney fees, if any.

(n) "Note" means a promissory note, a bond, or other instrument evidencing the debt and the debtor's promise to pay same.

(o) "Appraiser" means an individual or firm or corporation of recognized standing, approved in writing by the Administrator to appraise property. An approved appraiser shall show to the satisfaction of the Administrator that he is of good character and that his experience and information enable him to form sound opinions as to the value of the purchase price or cost of property to be appraised in the territory in which he expects to operate.

A list of appraisers, considered by the Administrator to be in good standing at the time §§ 36.4200 to 36.4251, inclusive, become effective, may be approved.

(p) "Certificate of title" means, with respect to real property, a written and signed opinion or statement as to title by a qualified member of the bar, or by a title company authorized to do such business in the jurisdiction in which the mortgaged property is situated; or at the option of borrower and lender a title insurance or guaranty contract by a corporation authorized to engage in such business in the State wherein the property is situated; or appropriate evidence of title in the event that all governmental agencies and corporations, either State or Federal, are satisfied with facilities for national coverage, approved by the Administrator, or any other form of report acceptable to the Administrator for the purpose of determining the applicant's credit standing.

(q) "Credit report" means the report submitted by any credit reporting agency of at least five years with facilities for national coverage, approved by the Administrator, or any other form of report acceptable to the Administrator for the purpose of determining the applicant's credit standing.

(t) "Eligible veteran" means a veteran who:

(1) Served in the active military or naval service of the United States on or after September 16, 1940, and before the officially declared termination of World War II.

(2) Shall have been discharged or released from active service under conditions other than dishonorable, either

(i) After active service of ninety days or more, or

(ii) Because of injury or disability incurred in service in line of duty, irrespective of the length of service; and

(3) Applies for the benefits of this Title within two years after separation from the military or naval forces, or within two years after the officially declared termination of World War II, whichever is later. In no event, however, may an application be filed later than five years after such termination of such war.

(u) "Eligible lenders" are persons, firms, associations, corporations and "governmental agencies and corporations, either State or Federal".

(t) "Creditor" means the payee or any subsequent holder of the indebtedness, and includes a mortgagee.

(u) "Debtor" means the maker of the note or obligor in any other obligation, or any other person who is, becomes, liable thereon, by reason of a contract of assignment or endorsement.

(v) "Used or conducted by a veteran" means personally directed and operated by a veteran on the site, with or without hired labor; not solely operated by a tenant or an employee who does not receive supervision and direction by the veteran.
active part in the management and direction thereof. The ultimate maturity of such loans shall not be in excess of 5 years.

(b) When the veteran purchases an interest in an existing business which interest will constitute security for a guaranteed loan, the bill of sale or other appropriate instrument shall expressly provide that the property is included, and be executed when appropriate, and in every case in the service industries, shall contain appropriate provisions, lawful in the jurisdiction, forbidding or restricting the seller's engaging in a similar business within such period of time and such area as the seller and purchaser agree. Encumbrance on interests in the business so acquired shall include all such rights, and in all cases, encumbrances on business interests shall expressly include good will.

(c) (1) To the extent practicable and legally permissible, all assets of the business acquired shall be pledged as security for the loan.

(2) Cash, notes, accounts receivable and other choses in action not an integral part of the business may be excluded.

(3) The lien on personality may be a secondary lien provided the first lien secures only an obligation for part of the purchase price therefor.

(4) If a realty acquired in the transaction the lien on the realty shall be a first lien unless § 36.4206 is applicable.

(d) If the indebtedness of the veteran is not adequately secured by lien on the entire interest in specific chattels or other personal property but is secured by undivided interests in specific chattels or other personal property, or in a business enterprise owned by more than one person, the requirement of paragraph (b) (vi) of § 36.4200, relating to undivided interests in realty shall be applicable to the interests in said chattels or business or other personal property.

(e) Loans for the acquisition of additional inventory or for other working capital purposes are not included in the act.

§ 36.4205 Loans for purchases of equipment and supplies—(a) Loans for the purchase of equipment, machinery, or tools (new or used). (1) A loan for the entire purchase price of such articles, to be guaranteed in whole or in part, shall be secured by a conditional sales agreement, or by a first lien. The ultimate maturity of such loans shall not be in excess of 3 years.

(2) A loan for the initial payment on the purchase price of such articles shall not exceed $300.00, or 2 years for loans in excess of $300.00 for such purposes shall be secured by second lien.

(3) In on event will application for guaranty be granted in respect to an obligation for the unpaid purchase price or any part thereof if application for guaranty shall have been granted (or is pending) in respect to the initial payment on the purchase price of the same property as contemplated by subparagraph (2).

§ 36.4206 Loans for the purchase of supplies. A loan for the purpose of purchasing supplies as defined in § 36.4200 (1) (4) may be made if the loan does not exceed $1,000.00 and the maturity does not exceed 2 years.

§ 36.4207 Life insurance, or additional security. The lender and borrower may make mutually acceptable arrangements for life insurance, or for other security in addition to the property, if any, encumbered to secure the guaranteed loan.

§ 36.4208 (a) Loans for the purchase of business realty (land, building). Except as provided in section 505 of the act, loans for the purpose of purchasing business realty and in respect to which any guaranty is sought, shall be secured by a first lien on such property; but the existence of tax or special assessment prior liens will not disqualify security which is adequate and otherwise acceptable.

(b) Mortgages required on business realty. (1) Each business realty loan guaranteed under the provisions of Title III must be evidenced by a note or other instrument. The note shall be a mortgage legally sufficient in the jurisdiction in which the property to be encumbered is situated. If the loan to be guaranteed does not exceed $500 and the lender does not require a mortgage, the Administrator may nevertheless require such loan be evidenced by a note or other instrument (mortgage legally sufficient in the jurisdiction in which the property is situated) to evidence the security.

(2) Such note or other instrument shall be unhabitable or for a term not exceeding the maturity of the loan. The contract is made determines the capacity of the parties to contract. Similarly the law of the State wherein the real estate or personal property is situated determines the capacity of mortgagee to encumber and of the mortgagor to hold the legal rights resulting from encumbrance. The act does not modify such law of the State. The guaranty by the Administrator will be available only in the event that the applicable State law the contract between the parties is unenforceable and the lender is binding on both, and the mortgage has the legal effect intended. Subparagraph (2) of this paragraph will be applicable particularly in cases involving minors, "persons of unsound mind,"
and persons under other legal disability by reason of the law of the State. It will be applicable also in cases involving mortgage or other loans which any guardian, conservator, or other fiduciary seeks to make or obtain; and to a guaranty thereof for which application is submitted.

3 A term loan, which is in accord with applicable State or Federal law, and regulations, if any, may be eligible for guaranty if the amount of the loan to be guaranteed plus the unpaid amount of all obligations secured by lien superior to the lien securing the proposed loan does not exceed two-thirds of the reasonable normal value of the property encumbered to secure the loan and if the ultimate maturity date of the mortgage indebtedness so secured, and to be guaranteed, is not more than five years from the date of the note. Such superior liens shall not be mortgage liens, except when the guaranty is issued pursuant to section 505 of the act.

(4) Except as provided in subparagraph (3) of this paragraph the loan shall be amortized. The obligation to be amortized may, and except for the first year, and in the event of prepayments and periodic payments of stated sums as will in accordance with standard amortization practice result in payment of the entire principal and interest within not more than 20 years from the date of the loan, or the date of assumption by the veteran, whichever is later. At the request of the mortgagor the payments during the first year shall be less than the amount required therefor by the sum representing the interest charge on the guaranteed part of the loan, and which interest charge the administrator will pay at the end of that year.

§ 36.4209 Transfer of title. The conveyance or other transfer of any veteran's interest in any other property, real, personal or mixed, which has been acquired wholly or in part with the proceeds of a loan guaranteed in whole or in part by the Administrator shall not otherwise affect the contract of guaranty, unless (a) the creditor by express agreement for that purpose releases or otherwise discharges the veteran from personal liability thereon; or (b) by inducement of, or by agreement with, the veteran's immediate or remote grantee, or vendee, contrary to §§ 36.4200 to 36.4251, inclusive, and without the consent of the Administrator the creditor so alters the contract made by the veteran with the lender as to cause discharge of the veteran by operation of law.

§ 36.4210 Obligation of guaranty. To the extent prescribed the obligation of the United States is that of a guarantor, not an indemnitor.

§ 36.4211 Contract provisions. Subject to the provisions of the act and §§ 36.4200 to 36.4251, inclusive, the contract between the lender and borrower may contain such provisions as they agree upon and which are reasonable and customary in the locality where the property is situated.

§ 36.4212 Repayment provisions, business loans. (a) Subject to §§ 36.4204, 36.4205 and 36.4208 the terms of repayment may be such as will be agreeable to the lender and borrower agree. Such terms should be predicated primarily upon the anticipated earning capacity of the business, the nature and normal conditions, if any, and other material factors that would be considered by reasonably prudent persons similarly situated. Generally, such loans should be repayable on a monthly, quarterly, or semiannually amortized basis. An unamortized loan, except as provided in § 36.4208 (b) (3) will not be guaranteed.

(b) The loan agreement may provide for variable amortization payments dependent upon the earnings of the business, and for such other reasonable protective options as usually are required by prudent lenders in comparable transactions.

(c) Any guaranty approved by the Administrator under Title III of the act shall be payable in full in not more than twenty years.

§ 36.4213 Prepayments. (a) When the debt to be amortized does not exceed two-thirds of the reasonable normal value of the property encumbered to secure the loan and if the ultimate maturity date of the loan exceeds the value of the encumbered property, by the insurer, or otherwise. No waiver pursuant
to paragraph (a) of this section shall modify this paragraph (d).

(e) Upon the creditor (or trustee or other person acting in the proceeds of any insurance contract, or other sum from any source by reason of loss of or damage to the mortgaged property, he shall be obligated to account for, by applying it on the indebtedness and other charges and costs or fees allowable by law, restoring the property to the extent the expenditure of such proceeds will permit. As to any portion of such proceeds the mortgagee is not entitled to retain for credit in any event, the proceeds shall be deemed to be compensation for the services of other Negro right he shall hold and be obligated to pay over the same as trustee for the United States and for the debtor, as their respective interest may appear.

(f) Nothing in §§ 36.4200 to 36.4251, inclusive, shall operate to prevent the veteran from procuring acceptable insurance through any authorized insurance agent or broker he selects. In all cases the veteran shall be one licensed to do such business in the State wherein the property is situated.

§ 36.4216 Loan charges. (a) In the case of a purchase of business or real or personal property by the veteran, and a mortgage being given as security, the amount of the indebtedness representing part of the purchase price, there may be charged to the veteran and included in said note amounts actually paid or incurred by the seller (mortgageee) for such expenses and charges as are chargeable to such purchaser in accord with local custom. If the purchaser so agrees, such fees for appraisals, credit and character reports, attorney fees, fees for recording the deed (or other conveyance) and the mortgage only, premiums on fire and other hazard insurance that may be required in accordance with §§ 36.4200 to 36.4251, inclusive.

(b) In the case of a loan to the veteran, charges in accord with local custom, such as fees for appraisals, credit and character reports, attorney fees, fees for recording the deed (or other conveyance) and the mortgage only, premiums on fire and other hazard insurance that may be required in accord with §§ 36.4200 to 36.4251, inclusive, revenue stamps, recording fees, etc., all limited to amounts actually paid or incurred by the lender, may be charged to the borrower and withheld from the gross amount of the loan.

(c) Any unreasonable charges shall be grounds for denying an application for guaranty. No brokerage or other charges shall be made against the veteran for obtaining any loan guaranty under this title.

§ 36.4217 Interest. (a) The rate of interest chargeable on a loan guaranteed fully or in part, shall not exceed 4 per centum per annum on unpaid principal balances. Interest may be computed in accordance with standard amortization practices.

(b) The rate of interest on a secondary loan which is guaranteed pursuant to section 505 of the act may exceed by not more than 1% per annum the rate charged on the principal loan, but in no event shall the rate on the secondary loan exceed 4% per annum.

§ 36.4218 Advances. (a) Nothing herein shall prevent the creditor from making credit for the security of the mortgagor to pay taxes, and assessments on the real property (if any) securing the indebtedness, insurance premiums as they become due and the cost of the emergency repairs. To prevent the occurrence of any particular emergency requirement of the business other than a working capital requirement, in order to prevent a default or to protect the security for the loan, the Administrator shall be increased pro rata with all such increases in the unpaid principal balance of the loan; Provided, That (1) the annual interest rate on all advances shall not exceed 4 per centum per annum; (2) the terms of repayment shall not extend the date of the amortization of the loan; (3) the amount of the guaranty shall in no event exceed 25% of the principal balance of the loan; (4) as to advances to cover the original amount thereof, no exceed the percentage of the indebtedness originally guaranteed; and (5) as to advances to cover the original amount thereof, no exceed 25% of the principal balance of the loan.

§ 36.4219 Guaranty by the administrator. (a) Nothing in §§ 36.4200 to 36.4251, inclusive, shall operate to prevent the veteran from procuring acceptable insurance through any authorized insurance agent or broker he selects. In all cases the veteran shall be one licensed to do such business in the State wherein the property is situated.

§ 36.4220 Limits. In no event will the aggregate obligations of the United States as guarantor under Title III exceed $2,000 in respect to one veteran, whether there be one or several loans, and whether some are obtained for the acquisition of a home, others for a farm, or for some particular emergency requirement or a joint and several obligation of the respective applicants who were charged with the guaranty are liable, the obligation will be deemed a several, and not a joint, obligation of the respective applicants who were charged with the guaranty or a part thereof notwithstanding that as among the debtors or any of them, and as between them, or any of them, and the creditor, the obligation is in fact and law a joint obligation or a joint and several obligation.

(b) In no event will the amount of any veteran's debt thereunder be deemed to exceed for guaranty purposes the amount for which such veteran is legally liable to the holder of the obligation, nor the value of the interest of the veteran in the property. If more than one of the obligors on an eligible veteran's application and application by him or them is granted, the maximum aggregate amount of the guaranty will be the sum of the amounts available to each applying veteran but in no event will the aggregate of the guarantees for more than one veteran exceed 50% per centum for the same veteran does not exceed $2,000.

(c) The loan conforms to all other applicable requirements of §§ 36.4200 to 36.4251, inclusive.

§ 36.4222 Two or more eligible veterans or borrowers. (a) In the absence of a statement to the contrary, an application signed by two or more eligible veterans shall be considered as a single application by each for the guaranty of an equal proportionate part of the entire amount to be guaranteed; Provided, however, That if husband and wife execute the application, both joint eligible veterans, it will be conclusively presumed in the absence of a contrary statement in the application that it is an application for guaranty on behalf of the husband only, unless the amount of guaranty then available to the husband is insufficient to meet the requirements of the case for guaranty of a proper amount under §§ 36.4200 to 36.4251, inclusive, and the terms of the application; in which event the deficiency may be charged against the amount available to the wife, unless she has in the application or otherwise (before approval) stated in writing her unwillingness to be so charged.

(b) The Administrator will not require a wife to sign an application made by her husband. If she also is an eligible veteran and charged with the right as such to obtain a guaranty, a separate application by her will be required. Signature of her husband to indicate his pro-forma joinder will be required only when the wife is charged with the obligation or a joint application is signed in, or the property to be encumbered is situated in, a State under laws of which such contract cannot be legally executed by a married woman alone as in the case of an unmarried woman.

§ 36.4223 Maximum liability where there are two or more veterans. (a) For the purpose of determining the maximum amount of the potential liability of the United States under a guaranty obligation of which two or more eligible veterans who were charged with the guaranty are liable, the obligation will be deemed a several, and not a joint, obligation of the respective applicants who were charged with the guaranty or a part thereof notwithstanding that as among the debtors or any of them, and as between them, or any of them, and the creditor, the obligation is in fact and law a joint obligation or a joint and several obligation.

(b) In no event will the amount of any veteran's debt thereunder be deemed to exceed for guaranty purposes the amount for which such veteran is legally liable to the holder of the obligation, nor the value of the interest of the veteran in the property. If more than one of the obligors on an eligible veteran's application and application by him or them is granted, the maximum aggregate amount of the guaranty will be the sum of the amounts available to each applying veteran but in no event will the aggregate of the guarantees for more than one veteran exceed 50% per centum for the same veteran does not exceed $2,000.
of the total loan except as provided under section 505 of the act.

For the purpose of § 36.4223 the wife of a principal obligor shall not be counted unless (1) she is legally liable on the obligation under the law of jurisdiction wherein executed, and (2) if she is a veteran she be properly chargeable with part or all of the guaranty as provided in § 36.4222.

§ 36.4224 Veteran’s application. (a) To apply for a guaranteed loan the veteran or prospective lender shall complete and sign in duplicate Form 1842, Application for Business or Business Realty Loan Guaranty, Form 1842b, if the loan does not exceed $5,000, and both that form and Form 1842c, if the loan exceeds $5,000, Supplement to Application for a Business or Business Realty Loan Guaranty (Exhibit A and Exhibit B).

Before or after preparing the application, the veteran or prospective lender shall address a joint inquiry to the regional office or combined facility having jurisdiction of the territory in which the veteran resides where she executed it, and (2) if she is a veteran she be properly chargeable with part or all of the guaranty as provided in § 36.4222.

If the articles are “used” an appraisal shall be obtained by the lender at the currently prevailing cost, unless (a) certification of eligibility, (b) an appraisal of the business or real property appraised as that in which the veteran resides where she executed it, and (2) the lender or borrower shall be borne by them or either of them as they shall have agreed.

A. This certificate shall become effective when the requirements of the statute and regulations have been complied with and the acts certified in part III hereof have been accomplished in compliance with said requirements.

B. When it becomes effective as hereinabove prescribed, this certificate shall oblige the United States of America to pay to the legal holder of the "note" described on the reverse hereof upon his duly filing claim therefor:

1. All or such portion of the maximum amount hereby guaranteed as becomes payable at the times stated in, and in accordance with the provisions of the Servicemen’s Readjustment Act of 1944 (38 U. S. Code 685; 53 Stat. 204), and the regulations issued pursuant thereto which are in effect on the date of this certificate.

In no event will the obligation under this guaranty be in substantially the form following:

Veterans Administration
Finance Form 1841

U n i t e d  S t a t e s  o f  A m e r i c a

L O A N  G U A R A N T Y  C E R T I F I C A T E  I S S U E D  B Y

VETERANS ADMINISTRATION

State (Where property is located) ____________________________________________

R. F. D. or Street Post Office ____________________________________________

County (State) ____________________________________________

Number LB (To be filled in by V. A.) ____________________________________________

(Borrower-Veteran, exactly as to be signed on note and mortgage) ____________________________

S e n t  T o  e x p r e s s  c o u n t y

A. This certificate shall become effective when the requirements of the statute and regulations have been complied with and the acts certified in part III hereof have been accomplished in compliance with said requirements.

B. When it becomes effective as hereinabove prescribed, this certificate shall oblige the United States of America to pay to the legal holder of the "note" described on the reverse hereof upon his duly filing claim therefor:

1. All or such portion of the maximum amount hereby guaranteed as becomes payable at the times stated in, and in accordance with the provisions of the Servicemen’s Readjustment Act of 1944 (38 U. S. Code 685; 53 Stat. 204), and the regulations issued pursuant thereto which are in effect on the date of this certificate.

In no event will the obligation under this guaranty be in substantially the form following:

Veterans Administration
Finance Form 1841
but not for more than $________. In no event will it exceed said percentage of the principal amount.

2. At the expiration of 1 year from the date of the "note," an amount equal to the interest for 1 year at the rate on that portion of the indebtedness ("note") originally guaranteed hereby, such payment to be credited on the indebtedness as prescribed by said regulations.

C. Executed on behalf of the United States of America by the Administrator of Veterans' Affairs, through the undersigned authorized agent on this date, to become effective in the manner hereinabove prescribed.

Dated.

ADMINISTRATOR OF VETERANS' AFFAIRS,
By
(Authorized agent)

At

NOTE: If loan is not closed, the proposed lender, or when paid, the holder of the note will mark this certificate "Cancelled," sign thereunder, and return to Veterans Administration.

II

Description of Property to be "Mortgaged" (Lot and block, section and township, land lot and survey, etc. and surrounding field notes where appropriate, and any other language proper to complete description. Include description of personal property, if applicable. Describe fully: show serial numbers, number or name of nearest highway, Street and number or name of nearest Post Office)

(City, Town, Village) (County, Parish)

(State, District, Territory)

III

CERTIFICATION BY BORROWER AND LENDER

A. We hereby warrant that (1) the undersigned borrower knows the rate on that portion of the indebtedness to which this loan guaranty certificate was issued; and (2) the undersigned lender, if any, or any other necessary act to make effective the pledge, or hypothecation, if any.

§ 36.4231 Report of closing loan. (a) Within two months after closing the loan and filing with the appropriate public official of the proper instruments, or recording of other steps, if any, to make the lien effective, the lender shall complete and forward to the Administrator (using prescribed form, if available) a properly signed report of closing the loan stating that:

1. The disbursement of the amount named in such report as the principal of the note has been completed by the lender, which amount is not more than 3% in excess of the amount of the proposed loan as stated in the original application for guaranty without complying with the procedure stated in paragraphs (a) and (b) of this section.

2. Such disbursements were as estimated on the loan closing statement submitted with the application, except as otherwise stated on the reverse side of the loan closing statement. (See § 36.4225.)

3. The note and the mortgage (or other security instrument) were properly executed stating the date, and the latter was duly acknowledged, witnessed, and recorded, or proved so that it was legally eligible for filing and for recording if appropriate; the date and hour when, and county in which it was properly filed; and the filing number thereof; or in the case of a pledge or hypothecation the necessary possession, or other steps were taken to make same effective.

4. The note was dated, (stating the day, month, year), and is for the actual principal amount thereof, and the rate of interest provided therein.

5. The Loan Guaranty Certificate (stating its L-number) was completed, and all papers were forwarded to the Administrator and the borrower as therein provided.

(b) If lender is a corporation its corporate seal shall be impressed on such report.

(c) If the transaction to be closed is essentially the same as indicated in the original application except that:

1. The amount of the loan actually to be made is more than 103% of the amount stated in the application, or (2) the personal property to be acquired differs from that described but is for the same use or purpose, and substantially similar in kind, quality and value, Form 1862 Application to Amend Loan Guaranty Certificate, will be completed and signed in duplicate.

(d) The lender will forward the original and copy of Form 1862, Application to Amend Loan Guaranty Certificate, to the "Agency," which will recommend approval or disapproval and forward both to the Veterans Administration office which issued the Loan Guaranty Certifi-
The guaranty shall not cover any loss sustained by the creditor as the result of:

(a) The acceptance by the mortgagee of the mortgage on any real or personal property, title to which is not merchantable;

(b) Failure of the mortgagee to procure a duly recorded lien of the dignity required by paragraphs (d) or (e) hereof, or a lien of such dignity by filing, without recording, if lawful, or by pledge or otherwise as required or permitted by applicable law in the jurisdiction where the property is situated at the time the loan is closed;

(c) Failure of the mortgagee to comply with § 33.4215 with respect to insurance;

(d) A sale pursuant to execution, or otherwise as provided by law, occasioned by nonpayment of taxes accruing against the mortgaged property after the date of the mortgage if mortgagee fails to give notice to the Administrator of the delinquent taxes at least one month prior to sale;

(e) A release by the creditor of the lien on any of the real or personal property securing the guaranteed loan, or any part thereof unless the Administrator consents, such consent not to be granted if the debt is appropriately reduced or on such other terms as the Administrator may determine: Provided, however, That if the land is sought by a public authority for highway or other purposes, consent is hereby given for the creditor to release without consideration or for such consideration as he deems proper and without reference to the Administrator, the creditor's lien on land without any such sale; and if the land so released does not exceed five percent of the acreage encumbered and does not exceed $200 in value. The same consent is hereby given when the release, easement, or other instrument is sought by a public or private agency, or person, for the purpose of pipe line, telephone, telegraph or electric transmission lines: Provided, however, That when such release is occasioned by nonpayment of taxes accruing against the mortgaged property after the date of the mortgage if mortgagee fails to give notice to the Administrator of the delinquent taxes at least one month prior to sale.

(f) Sale by reason of foreclosure of a superior lien if the holder of the guaranteed loan secured by a subordinate lien has knowledge of such foreclosure sale as much as 10 days prior thereto or if the foreclosure sale was advertised by the Administrator of the time and place thereof.

**Claims under a guaranty**

§ § 36.4239 Default. (a) In the event of default, not cured, continuing: (1) three months on an amortized loan which is secured by a mortgage on real property; (2) one month on an unamortized loan unsecured, secured by real or personal property; (3) two months on an amortized loan which is unsecured or secured by a lien on personal property, the creditor may elect to assert claim under the guaranty, and give notice thereof to the Administrator notwithstanding the failure results from payments on advances as provided in § 36.4218 or from any indulgences of the debtor as provided in § 36.4235 or § 36.4241.

(b) (1) The notice shall state the loan guaranty number if available. If not available other identifying data shall be included, such as date and amount of original obligation, location of Veterans Administration office that issued the guaranty. Consent is hereby given for the creditor to furnish such data, with the consent of the Administrator, notwithstanding the failure results from payments on advances as provided in § 36.4218 or from any indulgences of the debtor as provided in § 36.4235 or § 36.4241.

(c) (1) The notice shall state the loan guaranty number if available. If not available other identifying data shall be included, such as date and amount of original obligation, location of Veterans Administration office that issued the guaranty. Consent is hereby given for the creditor to furnish such data, with the consent of the Administrator, notwithstanding the failure results from payments on advances as provided in § 36.4218 or from any indulgences of the debtor as provided in § 36.4235 or § 36.4241.

(d) (1) All notices shall be given notice thereof within ten days thereafter, and he or the debtor may exercise any rights of redemption or other legal rights available under the law of the State in which the property is located after such notice, or such longer period, if any, as is provided by such law. In any case the debtor or the Administrator shall be entitled to a good title to and possession of such property so repossessed upon compliance with the conditions of any agreement or upon paying or tendering to the person in possession thereof within 30 days after such notice, the unpaid balance of the debt with interest to date of such tender, and a reasonable sum in addition to cover expenses of the repossessions.

§ § 36.4237 Notice of suit and subsequent sale. (a) Within ten days after beginning suit or causing notice of sale without suit to be given, the creditor shall notify the Administrator thereof by registered mail or personal delivery in exchange for written receipt. The notice shall state whether the foreclosure will be by proceeding in court, or under a power of sale; the type and number of the suit, if any, and the name and location of the court where the suit or action is pending.

(b) The creditor shall give written notice to the Administrator by registered
moll (or delivery) of any foreclosure sale, judicial, or under a power of sale; or of any proposed termination of the rights of any person in any remote or intermediate trust, or of any instrument affecting the property which constitutes any security for the loan, or for a loan guaranty. Such notice shall be given so that it is received at least thirty days before such sale or other proposed action. It shall state the date, hour and place thereof. The Administrator may bid thereat on the same terms as the lender or other bidder, and may exercise any right the debtor could exercise by virtue of the contract, or any statute, as the Administrator may elect. This section is applicable whether the suit, or the sale, or termination, occur before or after payment of the guaranty.

§ 36.4238 Death of veteran or other owner. (a) In the event the creditor has knowledge of the death of the veteran, or of any person liable on the note, or of any other person in the encumbered property, or the death of any other person liable on the indebtedness which is guaranteed in whole or in part, the creditor shall take such steps, if any, as are permitted or required by applicable law, and shall notify the Administrator in writing, of the event. The provisions of any power or option in a sales contract, or in any other instrument affecting the property, shall be treated as a set-off against the unpaid balance of the note reduced accordingly. This section shall be applicable whether the estate of the deceased creditor is solvent or insolvent.

(b) The provisions of paragraph (a) of this section shall also be applicable in the event of:

(1) Insolvency of creditor;

(2) Initiation of any bankruptcy or reorganization, or liquidation proceedings as to the creditor, whether voluntary or involuntary;

(3) Appointment of a general or ancillary receiver for the creditor's property;

or, in any case

(4) Upon the written request of the debtor if all secured and due insurance premiums, taxes, and ground rents have been paid, and appropriate provisions made for future accruals.

Filing claim under guaranty. When the Administrator shall have received notice from the creditor that he intends to institute proceedings with, or without, legal action to reduce the debt to judgment, against the estate of the deceased veteran, such notice shall state the date, hour and place thereof. The Administrator shall have the option, and the Administrator may continue in effect the guaranty or notice of intention to foreclose, the Administrator shall have the following options:

(a) Pay to the creditor not later than one month after receipt of notice of any default, as a partial payment of any actual or potential claim under the guaranty; the amount of principal, interest, taxes, advances or other items in default; and in consideration of such payment the lender shall be deemed to have agreed to refrain from giving effect to any action for those or other reasons by reason of defaults prior to the date of notice of default theretofore given: Provided, however, That unless the creditor consents, the Administrator may exercise this option, in addition to, or in lieu of, any other appropriate action, to assert a claim not exceeding an amount equivalent to the aggregate of principal and interest payable in one year, or not exceeding ten per centum of the original amount of the guaranty, whichever sum is less.

(b) Pay the creditor within one month after receipt of claim the full amount payable under the guaranty without requiring foreclosure, or personal action.

(c) Pay to the creditor promptly after receipt of claim any amount agreed upon, but not exceeding in the aggregate amount due under the guaranty; and notify him to institute appropriate foreclosure proceedings, with, or without, legal action to reduce the debt to judgment, against any power or option of the property, and whose names are stated in such notice to the creditor.

(d) If the creditor does not begin appropriate action within two months after receipt of notice to institute action as provided in paragraph (c) above, the Administrator shall be entitled to begin and prosecute the same to completion in the name of the creditor, or of the Administrator on behalf of the United States, as may be appropriate under applicable laws and rules of procedure: Provided, however, That in such event the Administrator shall pay in advance (if required under the practice in the jurisdiction) all court costs, and other expenses, and provide the legal services required.

§ 36.4242 Refinancing and extension of guaranty. (a) When the Administrator shall have received notice from the creditor that he intends to institute foreclosure proceedings, the Administrator shall be entitled to obtain a refinancing which will prevent the consummation of the foreclosure sale. Nothing herein shall be construed to require a creditor to lend money for such refinancing.

(b) If refinanced in any manner the Administrator may continue in effect the guaranty granted with respect to the previous loan in such manner as to cover the loan, which effectively replaces the previous loan.

The Administrator in appropriate cases shall be entitled to exercise any redemption rights of a debtor, or a creditor, in connection with the loan guaranteed, or property rights arising out of, or incident to, such loan.

§ 36.4243 Subrogation. (a) Any amounts paid to the creditor by the Administrator pursuant to the guaranty shall constitute a debt due to the United States by the veteran on whose application the guaranty was made; and by his estate upon his death. The Administrator is subrogated to the contract

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Federal Reserve Bank of St. Louis
and the lien rights of the creditor to the extent of such payments, but junior to the creditor’s rights as against the debtor or the encumbered property, until the creditor shall have received the full amount payable under his contract with the debtor. No partial or complete release by the creditor of the debtor or of the lien shall impair any rights of the Administrator, by virtue of the lien, or otherwise.

(b) The creditor, upon request, shall execute, acknowledge and deliver an application to the Administrator in such form as he may prescribe for that purpose, evidencing any payment received from the Administrator and the Administrator’s resulting right of subrogation.

§ 36.4244 Future action against mortgagor. In addition to the amount, if any, collected from the proceeds of the encumbered property by reason of the right of subrogation, the United States will collect from the veteran, or his estate, by set-off against any amounts otherwise payable to the veteran or his estate; or in any other lawful manner, any sums disbursed by the United States on account of the claim pursuant to the guaranty.

§ 36.4245 Suit by Administrator. (a) Whenever pursuant to §§ 36.4200 to 36.4251, inclusive, the Administrator institutes, or causes to be instituted by the creditor, or otherwise, any suit in equity; action at law; or probate proceedings or the filing of a claim in such; or other legal or equitable proceedings of any character, or any sale, in court or pursuant to any power of sale, the person or persons promptly instituting the same (including the Administrator) shall be entitled to recover from any proceeds realized therefrom any expenses reasonably incurred, including trustee fees, court costs, and attorney fee paid (or the reasonable value of the services of the trustee and attorney, if performed by salaried person or persons, or by the party himself, when proper).

(b) The net proceeds, after setting off such items that may properly be recouped, shall be credited to the indebtedness, or otherwise as may be proper under the facts.

(c) In determining the propriety of recoupment and the amount thereof consideration shall be given to any provisions in the note or mortgage relating to such items, and any amounts actually realized pursuant thereto.

§ 36.4246 Creditor’s records and reports required. (a) The creditor shall maintain a record of the amounts of payments received on the obligation and disbursements charged to the account, and the dates thereof. Any creditor who fails to maintain such record shall be presumed to have received on the dates due all sums which by the terms of the contract are payable in advance of claim for default, and the burden of going forward with evidence and of ultimate proof of the contrary shall be on such creditor; not on the debtor, or the United States.

(b) On any delinquent loan the creditor shall report annually on the anniversary of the earliest unremitted de-

fault any amount received or disbursed the unpaid balance of principal and accrued interest and any other items chargeable; and the nature of any default not already reported. He shall include such additional information, if reasonably necessary and obtainable, which may from time to time be requested by the Administrator.

(c) A proposed lender may be required to submit evidence satisfactory to the Administrator of his equipment for maintenance of adequate records on, and his ability to service, loans if guaranteed pursuant to the provisions of the act and §§ 36.4200 to 36.4251, inclusive.

§ 36.4247 Failure to supply information. Failure to supply any available information required by §§ 36.4200 to 36.4251, inclusive, within two months after request therefor will entitle the Administrator to obtain such information otherwise, and the expense of so obtaining it, plus ten dollars to cover estimated overhead expenses, shall be chargeable to the party who failed to comply with such request.

§ 36.4248 Notice to Administrator. Any notice required by §§ 36.4200 to 36.4251, inclusive, to be given the Administrator shall be sufficient if in writing, and delivered at, or mailed to, the Veterans Administration office at which the application for guaranty was approved or to any changed address of the creditor; or, at the option of the creditor, to the central office of the Veterans Administration, Washington 25, D. C. If mailed the notice shall be registered mail when so provided by §§ 36.4200 to 36.4251, inclusive.

§ 36.4249 Right to inspect books. The Administrator has the right to inspect, at a reasonable time and place the papers and records pertaining to the loan and guaranty. If permission to inspect is declined the Administrator may enforce the right by subpoena under the provisions of Title III of Public No. 844, 74th Congress, 40 U.S.C. 131, or in any other lawful manner.

§ 36.4250 Forms, construction to be placed on record. All references in §§ 36.4200 to 36.4251, inclusive, to Form 1800, Certification of Eligibility, or to other form numbers shall be construed to include any revisions of the same forms, identified by the same, or by different numbers.

§ 36.4251 Disqualified lenders and bid-
er. Except under unusual circumstances and upon prior approval by the Administrator an application for guaranty of a loan will not be approved if the lender is not an employee of the Veterans Administration or of the Agency; and without such approval, an employee of either may not bid at a foreclosure sale of the security for a guaran-
teed loan.


[F. R. Doc. 44-1917; Filed, Dec. 21, 1944; 10:56 p.m.]

PART 46—REGULATIONS UNDER SERVICEMEN'S READJUSTMENT ACT OF 1944

GUARANTY OF LOANS (HOME)

The following changes are made to the regulations governing the guaranty of loans under Title III of the Servicemen’s Readjustment Act of 1944:

1. Paragraph (v) is added to § 36.4000, as follows:

§ 36.4000. Definitions. * * *

(v) “Interest” means the compensation fixed by law, or by the parties to a contract, for the use or detention of, or forbearance with respect to money, irrespective of the name applied to such compensation.

2. In § 36.4012, paragraph (b) is amended to read as follows:

§ 36.4012. Repayment provisions. * * *

(b) If the mortgagor consents the mortgage may provide that each monthly or other periodical payment shall include in addition to the proper amount to be credited to principal and interest a proportionate part of the estimated amounts required annually for all taxes, ground rents if any, special assessments if any, and fire and other hazard insurance premiums. Such provisions may direct the method of crediting the additional amounts included in the periodical payments for the purposes stated in this paragraph.

3. Paragraph (i) is added to § 36.4025, as follows:

§ 36.4025. Papers required. * * *

(i) When applicable, the original and copy (both signed) of Form No. 1802, Application to Amend Loan Guaranty Certificate, (see § 36.4031 (c) and (d)).

4. Paragraph (c) is added to § 36.4027, as follows:

§ 36.4027. Administrator’s action on application. * * *

(c) (1) If for any reason the loan transaction is completed and the same or another lender thereafter wishes to consider making a loan on the same security described in the original application, a supplemental application, if the same lender, or a new application if a different lender, may be submitted. If accompanying it is a statement by the borrower and lender that the condition of the security is substantially the same as when the appraisal report was made, the supplemental or new application may be approved without a new appraisal, if the supplemental or new application shall have been received by the Administrator within three months from the date of the appraisal report.

(2) Without reference to the time limit stated in subparagraph (1) of this section, a copy of the appraisal report will

1As printed in the Federal Register, Volume 9, Number 256, Washington, Saturday, December 23, 1944.
be supplied without cost to a prospective new lender or to the original proposed lender at the currently prescribed price for a copy.

In § 36.4028 the existing text is designated (a) and paragraphs (b) and (c) are added as follows:

§ 36.4028 Execution and form of guaranty. (a) * * *

(b) The word principal as used in the Loan Guaranty Certificate and the certificate on the reverse thereof means the amount of money actually disbursed to or for the account of the borrower.

(c) The certification by borrower and lender in paragraph III B (3) of the Loan Guaranty Certificates as printed in § 36.4028 shall be deemed to be correct, notwithstanding that the guaranteed loan is secured by a second lien, if, but only if, such is permissible under the regulations and the facts of the case, and if approval is secured by a guaranty indicates that the loan is to be secured by a second lien.

6. In § 36.4031, paragraph (a) (1) is amended and paragraphs (c) and (d) are added as follows:

§ 36.4031 Guaranty when effective. (a) * * *

(1) The disbursement of the amount named in such report as the principal of the loan has been completed by the lender, which amount may be not more than 3% in excess of the amount of the proposed loan as stated in the original application, without complying with the procedure stated in paragraphs (c) and (d) of this section.

(c) If the transaction to be closed is essentially the same as indicated in the original application except that:

(1) The amount of the loan actually to be made is less than 103% of the amount stated in the application, or

(2) Personal property to be acquired differs from that described but is for the same use or purpose and substantially similar in kind, quality and value, Form 1862, Application to Amend Loan Guaranty Certificate, will be completed and signed in duplicate.

(d) The lender will forward the original and copy of Form 1862, Application to Amend Loan Guaranty Certificate, to the “Agency”, which will recommend approval or disapproval and forward both to the Veterans Administration office which issued the Loan Guaranty Certificate, such officer will determine whether to approve the Application to Amend Loan Guaranty Certificate. Such determination will be based on the original application, the evidence submitted in or with the original application, the application to amend, the recommendation of the “Agency”, and such other evidence, if any, as it considers necessary.

Notice of action will be given as in the case of original applications. If approved such approval will be appropriately indicated on the original, and such original, duly executed by the Veterans Administration will be forwarded to the lender. It may be stapled to the original Loan Guaranty Certificate to evidence amendment thereof as reflected by such “rider”.

7. In § 36.4032, paragraphs (a), (b), (c), (d), and (e) are amended, and paragraph (f) is added, as follows:

§ 36.4032 Construction loans. (a) Upon the submission to an agency of an application made pursuant to section 501 (a) or 505 (a) of the act for the guaranty of a loan for the construction of a dwelling on unimproved property owned by the veteran, or under section 501 (b) for construction involving alterations or improvements, the guaranty will be issued to become effective only upon completion of the construction project, and upon fulfillment of the same requirements of this part as are applicable to the guaranty of loans for the acquisition of homes other than by construction.

(b) * * *

(3) There is issued by the Administrator a statement by an appraiser on Form 1803, Statement by Appraiser on Completion of New Construction, (a) He has inspected the construction, repairs, alterations, or improvements.

(b) The same have been constructed substantially and substantially similar in kind, quality and value, as the creditor, the debtor, and the builder (contractor) agree if same are not of a major character and in the aggregate do not increase or decrease the cost more than five per centum of the contract price. This does not modify the provisions of § 36.4031. Changes or substitutions other than as herein stated must have the approval of the Administrator.

8. Paragraph (a) of § 36.4033 is amended, and paragraphs (c) and (d) are added as follows:

§ 36.4033 Losses which are not guaranteed. * * *

(c) The acceptance by the mortgagor of a mortgage on any property, title to which is not merchantable; * * *

(d) A release by the creditor of the lien on any of the real or personal property securing the guaranteed loan, or any part thereof, unless the Administrator consents in writing. Such consent may be granted if the debt is appropriately reduced or on such other terms as the Administrator may determine; Provided, however, that in any case by a public authority for highway or other purposes, consent is hereby given for the creditor to release without consideration or for such consideration as he deems proper and without reference to the Administrator, the creditor’s lien on land without any buildings thereon if the land so released does not exceed five per cent of the acreage encumbered and does not exceed $200 in value; Provided, that the same consent is hereby given when the release is an easement grant, or other instrument is sought by a public or private agency, or person, for the purpose of pipe line, telephone, telegraph or electric transmission lines; Provided, however, that when such releases, or grants by the lender for any one or more of the purposes stated in this paragraph, or otherwise, with or without specific consent by the Administrator, the creditor’s lien on the property will not exceed $200 in value, no further releases shall be executed, without consent of the Administrator. If release of lien is executed contrary to the provisions of these regulations the amount of the guaranty will be reduced proportionately in the same manner as if the value of the released property were applied as a credit on the unpaid balance of the loan. The provisions of this paragraph will not be construed to affect the rights of the owner of any grant of title or easement that leaves unaffected the lien on the property affected thereby; or

(f) Sale by reason of foreclosure of a superior lien if the holder of the guaranteed loan secured by a subordinate lien has knowledge of such foreclosure sale as much as 10 days prior thereto and notifies the Administrator of the time and place thereof.

9. Section 36.4040 is amended to read as follows:

§ 36.4040 Filing claim under guaranty. Claim under the guaranty may be made on Form 1864, Claim under the Guaranty.
Subject to the limitation that the total amount payable under the guaranty shall in no event exceed the original amount thereof, the amount payable under the guaranty shall be the percentage of the indebtedness originally guaranteed applied to the indebtedness (as defined in § 36.4000(m)), computed as of the date of the claim, and reduced by any payments theretofore made by the United States pursuant to the guaranty.

10. In § 36.4041, the text immediately preceding paragraph (a) is amended to read as follows:

§ 36.4041 Options available to Administrator. Upon receipt of claim under the guaranty, or notice of intention to foreclose, the Administrator shall have the following options:

11. Sections 36.4050 and 36.4051 are amended to read as follows:

§ 36.4050 Forms, construction to be placed on reference to. All references in the regulations to Form 1800, Certification of Eligibility, or to other form numbers shall be construed to include any revision of the same forms, identified by the same, or by different numbers.

§ 36.4051 Disqualified lenders and bidders. Except under unusual circumstances and upon prior approval by the Administrator an application for guaranty of a loan will not be approved if the lender is known to be an employee of the Veterans Administration or of the Agency; and without such approval, an employee of either may not bid at a foreclosure sale of the security for a guaranteed loan.

(58 Stat. 284)

[seal] FRANK T. HINES, Administrator of Veterans Affairs.

DECEMBER 20, 1944.

[seal] FRANK T. HINES, Administrator.

DECEMBER 8, 1944.

[58 Stat. 284] 1

1 As printed in the Federal Register, Volume 9, Number 256, Washington, Saturday, December 23, 1944.
APPLICATION FOR FARM LOAN GUARANTY

State ____________________________
(Where property is located)

Number L. F. ____________________________
(To be filled in by V. A.)

1. 
(Lender) ____________________________
(Exactly as will appear on note)

(Borrower—Veteran) ____________________________
(Exactly as will appear on note and mortgage)

(H. F. D., city, county) ____________________________
(Street number, city, county)

(State) ____________________________
(State)

INSTRUCTIONS
(Read carefully before beginning to fill out this form)

I. LOAN-GUARANTY CERTIFICATE (Form 1821).
Fill in all spaces at top of the form, except the “L. F.” number. Also complete part II, “Description of Property To Be Mortgaged,” in such manner that all required information will be duplicated by a carbon impression in the proper spaces on page 1 of the application. If it is necessary to continue the property description on the reverse side of the certificate, use space on page 2 of the application for the carbon impression thereof. The certificate may be separated from the application along the perforated line at the bottom of the page. Submit it to the agency with the application and other papers. (See regulations, sec. 4125.) A copy of the certificate other than the original is necessary. It will be signed and returned to the lender by the Veterans Administration if the application is approved.

II. APPLICATION FOR FARM LOAN GUARANTY (Form 1822).
(a) This form is to be executed in duplicate (use Form 1822 a). The duplicate copy does not have the certificate attached and will be retained by the lender. The original signed copy will be permanently retained by the Veterans Administration and should be sent to the agency with other papers. (See regulations, sec. 4125.)

(b) Every question must be answered. Place a check mark (V) in space for answer to any question that is not applicable.

(c) If the loan is to be secured by personal property, but exceeds $1,000, answer question 16 (o) with respect to the land on which it is to be used, for “withholding the land is not described on page 1 and is not to be encumbered.”

(See continuance of instructions, page 4)

3. Description of Property To Be “Mortgaged”

Premises identified as ____________________________

(Name of place, if any, and R. F. D. Also number or name of nearest highway. Street and number in city, etc.)

(City, town, village) ____________________________

(Country, parish) ____________________________

(State, district, territory)

(If more space is needed, continue carbon copy of description on reverse)
4. Applicant's age 5. Sex 6. Race 7. Service or Serial No. 8. Date of birth 9. Place of birth 10. Indicate by cross (X) the branch of service in which you served:
   □ Army □ Navy □ Marine Corps □ Coast Guard 11. Date entered service 12. Date separated from active duty 13. Rank and organization at time of separation 14. If you have served in any branch under another name, state that name, the branch, and dates between which you served under that name. If none, so answer 15. Check one: □ Married □ Single □ Divorced □ Widower (or Widow). Number of children Full name of wife or husband Boys' ages Girls' ages 16. Farming Experience: 17. (a) Lender's (seller's) estimate of value of property which will be encumbered to secure the loan? Land, $ Buildings, $ (b) Personal property (identify generally) (c) Name and location of farm, highway numbers, and distance and direction from nearest town (d) If tenant, state amount of rent (e) Unexpired term (f) Do you have option to purchase? (g) Number of acres, cultivated (h) Woodland (i) Pasture land (j) Wasteland (k) Total acres (l) Amount and kind of fencing (m) Source of water supply (n) Is electricity available for lights, power? (o) Describe dwelling—number of rooms, type of construction, etc. (p) Kind and size of outbuildings (q) What estate in the land described on page 1 hereof are you to own or do you now own? (State whether fee simple or other estate. If a lease only or sharecropper, state). (Also state whether all or an undivided interest; and if latter, how much) (r) Do you occupy or intend to occupy the farm as your home? (s) Do you operate or intend to operate the farm yourself? (as provided in sec. 4100 (b) of the regulations). 18. Proposed Farm Operations: CROPS (a) ACRES (b) PRODUCTION (c) TO BE SOLD (d) UNIT PRICE (e) TOTAL (f) TOTAL, $
## Production of Livestock and Livestock Products:

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<th>NUMBER ON HAND (b)</th>
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## I. Assets

- **Cash**: $________
- **Value of land**: $________
- **Buildings**: $________
- **Machinery**: $________
- **Livestock**: $________
- **Other**: $________

**Total Assets** ($________)

## II. Liabilities

- **Secured**: $________
- **Unsecured**: $________
- **Net worth**: $________

**Total Liabilities** ($________)

**Total, $________**

## I. Estimated Income

- **Crops**: $________
- **Livestock**: $________
- **Compensation or pension from U. S. Government**: $________
- **Other income of veteran**: $________
- **Of wife (or husband)**: $________

**Total Income** ($________)

## II. Estimated Expenditures

- **Farm operating expenses**: $________
- **Payment of debt**: $________
- **Total expenditures**: $________

**Excess of Income over expenditures**: $________

## Estimated Income

**Total Income** ($________)

## Expenditures

**Total Expenditures** ($________)

**Excess of Income over expenditures**: $________

## Purpose of the loan hereby applied for is:

- **Cost to veteran of real or personal property to be purchased**: $________
- **Repairs, alterations, or improvements to any buildings or equipment**: $________
- **If for taxes, special assessments, or delinquent indebtedness, state amount of loan for**: (i) $________
- **Repayment period**: $________
- **Secured by mortgage or leasehold**: $________

**Purpose of the loan hereby applied for**: $________

**Rate of interest**: % per year

**Maturities**: $________

**Secured by mortgage or leasehold**: $________

**Purpose of the loan hereby applied for**: $________

## Amount of guaranty hereby requested, $________

**Have you read or had read to you Form 1824, "Explanation of Farm Loan Guaranty"?**

*Note: Must be first lien except as otherwise provided in regulations.*
20. All the information reflected by the application is true to the best of lender's information and belief.

31. The undersigned borrower (veteran) and lender (or seller) hereby apply for guaranty by the United States of America of a loan in accordance with this application, which is also an application to the lender by the borrower for said loan; said guaranty to be pursuant to the Servicemen's Readjustment Act of 1944 (58 Stat. 284), which act and the regulations issued pursuant thereto and in effect on the date of the loan guaranty certificate issued pursuant to this application, shall be a part of the contract between the United States of America, the borrower, the lender, and each of them.

32. Borrower and lender understand and agree that, if issued, the guaranty will be issued in reliance upon the information contained in this application.

33. The lender, or authorized employee, or agent of the lender, has read this entire application as completed, has seen and spoken with applicant, believes he is the veteran, and he appears to be competent to understand the nature of the transaction and enter into it.

(If a corporation)

Attest

Secretary.

By

(Lender)

Date

CORPORATE

SEAL

Borrower(s)

Date

Signature(s) of lender and borrower must correspond in every detail with the name as typed at top of page 1, notwithstanding name of borrower as shown may differ from name in question 14. A married woman will include her surname before marriage, but sign husband’s surname as her present surname.

34. Recommendation of Designated Agency

We, the certifying agency, after consideration of all the facts, believe that the loans for which guaranties are sought are for the purposes stated in the application; that the property purchased or to be purchased with the proceeds of the loan will be used in and will be useful and reasonably necessary to the efficient conduct of the bona fide farming operations of the applicant, whose ability and experience and proposed operations are such that there is reasonable likelihood of his success; and that the purchase price of the property is not in excess of the reasonable normal value thereof.

This application and the attached papers are forwarded to the Administrator of Veterans' Affairs by the undersigned designated Federal agency, which hereby recommends that said Administrator approve said application for a guaranty.

(Chairman of committee) (Member) (Designated agency)

By

Date

INSTRUCTIONS—Continued

III. Reference is made to the following sections of the regulations for guidance in connection with applications for (a) purchase of a farm (4124–4123); (b) new construction (4132); (c) repairs, alterations, improvements, delinquent indebtedness, taxes, special assessments (4104–4107); (d) purchase of personal property (4104); (e) two or more borrowers (4122).

IV. If the loan is for any of the purposes in paragraph III (c) above (section 501 (b) of the act) and is to be secured by a junior lien because of existing prior liens, attach a signed memorandum stating with respect to such prior liens: (a) date, original amount, and unpaid balance of loan; (b) amounts and frequency of payments required and permitted; (c) rate of interest; (d) whether any payments are past due and the amounts thereof; (e) whether any taxes, special assessments, or insurance premiums are due but unpaid and the amounts; (f) date of most recent appraisal of the property and value therein stated; (g) date and nature of default, if any.

V. The veteran should have read Form 1824, "Explanation of Farm Loan Guaranty," before signing application.

VI. Permissible loan charges, see regulations, section 4116.

VII. If the loan is not to be secured by a "mortgage," see regulations, section 4124, paragraph 5.

VIII. A notary's certificate is not required on the application. Nevertheless, it must be remembered that Federal statutes provide severe penalties, including forfeitures, fines, and imprisonment for fraud on the part of the applicant and also as to any person who shall "knowingly make or cause to be made, or conspire, combine, aid or assist in, agree to, arrange for, or in any wise procure the making or presentation of a false or fraudulent affidavit, declaration, certificate, statement, voucher, or paper, or writing purporting to be such," concerning any application for the guaranty of a loan by the Administrator (38 U.S. Code 697, 715, 450, 451, 454a, 556a; 18 U.S. Code 80).
EXPLANATION OF FARM LOAN GUARANTY
(Under the Servicemen’s Readjustment Act of 1944)

(Veteran should read this explanation before signing the application form)

1. The Veterans Administration has no authority to make a loan. The loan is made by banks and other lenders at not
over 4 percent interest. There are no “designated lenders.” All lenders are “eligible.” When made in accordance with
the regulations, the loan may be partially guaranteed by the Administrator. The guaranty is available on purchase money
notes also. For convenience these transactions are called loans in this explanation. Payments may extend over a maximum
period of 20 years, but not longer than the useful life of property (real or personal) which is security for the loan.

2. If the veteran fails to make payments as they become due according to his contract with the lender the lien may be
foreclosed and the property sold. If the Veterans Administration is required to pay any or all of the amount guaranteed,
the veteran will become obligated for the repayment to the Government of the amount paid on account of the guaranty.

3. Interest for the first year on the amount guaranteed will be paid by the Government. The veteran does not repay this
interest.

4. Any lender has the right to refuse to make a loan, with or without stating a reason. The fact that a particular
lender refuses to lend the money does not mean that another lender may not be willing to lend it. The Veterans Adminis-
tration will determine whether to guarantee the loan on the basis of the facts presented, irrespective of who may be the
proposed lender (or seller).

5. Neither the act nor the regulations limit the amount of the loan, but the maximum amount of guaranty available
to an eligible veteran is $2,000. Once this amount has been guaranteed by the Administrator it cannot be made available on
another loan, for any purpose.

6. Under certain conditions the Administrator may guarantee a loan secured by a “second mortgage,” for the purpose
of acquiring a farm, if the “first mortgage” is to secure a loan made, guaranteed, or insured by a “Federal agency.” Most
lenders can furnish details about such a loan.

7. The Veterans Administration will not undertake to advise a veteran whether to purchase a specific property. This
is a decision the veteran must make on his own responsibility after obtaining such information as he considers proper.
Information of a general character will be supplied on request of the veteran. In any important deal it usually is wise to obtain
some expert advice on the particular facts, and applicable law, before signing any agreement. Advice should be obtained
from a person qualified on the particular subject and who does not represent any other party to the deal. Care should be
taken to see that the acreage actually is the amount purchased. The county clerk or judge can supply the name of the official
surveyor or another surveyor. Your county agent or State commissioner of agriculture, or similar official, can supply
certain other information, or the names and addresses of others who can.

8. Read the entire application Form 1822 before answering the questions in it. This will suggest several matters which,
while not precisely covered in the application, require careful consideration in the purchase of a farm. For example: (a)
productivity and soil type, sufficiency of timber to furnish wood for fuel and lumber for repairs on the farm, erosion haz-
ards, size, and is the farm adaptable for the type of farming contemplated; (b) probable cost of upkeep of buildings, fenc-
ing, erosion control, taxes, water supply, and other costs; (c) nearness of suitable schools, churches, recreation centers,
shopping facilities, markets for produce, produce-buying routes, etc., railroad stations, and type of roads; (d) suitability of
living conditions to size of family, and ages of children.

9. The purchase of a farm is an important transaction. To be successful, all factors must be carefully considered. A
copy of the regulations, which are a part of the contract, is available at any office of the Veterans Administration and prob-
ably at any bank or other lending institution.

10. If loan is not closed the proposed lender, or when paid the holder of the note will mark Finance Form 1821, “Loan
Guaranty Certificate,” “Canceled,” sign thereunder, and return to Veterans Administration.

FRANK T. HINES,
Administrator.
INSTRUCTIONS TO LENDERS

IMPORTANT—The instructions below should be read by the lender before securing appraisal or presenting application

No. 1.—When "Certification of Eligibility" Form 1800 designates as appraiser the Chief Reviewing Appraiser of the Farm Credit Administration, the lender will, when requesting the service forward the amount of the fee indicated on the Form 1800. The remittance will be payable to the Federal Land Bank and accompany the request for appraisal report when mailed to Chief Reviewing Appraiser, care of Federal Land Bank in the district in which the property to be appraised is located. The lender shall furnish at the time of his request for appraisal, description of the real property, distance and direction to nearest town, name of farm, if any, number of highway or name of road on which located, and any other information that might be helpful to the appraiser in locating the property to be appraised.

No. 2.—When "Certification of Eligibility" Form 1800 designates as appraiser the Veterans agricultural loan committee for real or personal property, the lender shall notify the committee whose address is in care of the farm supervisor of the Farm Security Administration of the area in which farm operations are to be conducted.

No. 3.—When loan application and related papers are completed the lender shall forward all papers to the Veterans agriculture loan committee as indicated in the foregoing paragraph.

No. 4.—Amendments to Veterans Administration regulations as they occur will be published in the Federal Register, as required by law.
FEDERAL RESERVE BANK
OF NEW YORK

January 12, 1945.

To all Banking Institutions in the
Second Federal Reserve District:

We are pleased to announce that Bank of Hamburgh,
Hamburg, New York, has become a member of the Federal
Reserve System effective January 12, 1945.

ALLAN SPROUL,
President.
THE PROCLAIMED LIST OF CERTAIN
BLOCKED NATIONALS

CUMULATIVE SUPPLEMENT
No. 5
JANUARY 12, 1945

Containing Additions, Amendments, and
Deletions Made Since Revision VIII of
September 13, 1944

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1945
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THE PROCLAIMED LIST OF CERTAIN BLOCKED NATIONALS

Cumulative Supplement No. 5, January 12, 1945
to
Revision VIII of September 13, 1944

ADMINISTRATIVE ORDER

By virtue of the authority vested in the Secretary of State, acting in conjunction with the Secretary of the Treasury, the Attorney General, the Secretary of Commerce, the Administrator of Foreign Economic Administration, and the Coordinator of Inter-American Affairs, by Proclamation 2497 of the President of July 17, 1941 (6 F. R. 3555), Cumulative Supplement 5 containing certain additions to, amendments to, and deletions from The Proclaimed List of Certain Blocked Nationals, Revision VIII of September 13, 1944 (9 F. R. 11389), is hereby promulgated.¹

By direction of the President:

JOSEPH C. GREE
Acting Secretary of State

JESSE H. JONES
Secretary of Commerce

HERBERT E. GASTON
Acting Secretary of the Treasury

LEO T. CROWLEY
Administrator, Foreign Economic Administration

FRANCIS BIDDLE
Attorney General

NELSON A. ROCKEFELLER
Coordinator of Inter-American Affairs

January 12, 1945

¹ Filed with the Division of the Federal Register in the National Archives. Requests for printed copies should be addressed to the Federal Reserve Banks or the Department of State.
GENERAL NOTES

(1) The Proclaimed List is divided into two parts: part I relates to listings in the American republics; part II relates to listings outside the American republics.

(2) Revision VIII of the Proclaimed List, of which this is a supplement, supersedes all previous lists published prior to September 13, 1944. The present series of supplements is cumulative, and each succeeding supplement supersedes all previous supplements to the List. Accordingly, the current Cumulative Supplement and Revision VIII together constitute the effective List.

(3) In part I titles are listed in their letter-address form, word for word as written in that form, with the following exceptions:

If the title includes a full personal name, that is, a given name or initial and surname, the title is listed under the surname.

The listing is made under the next word of the title when the initial word or phrase, or abbreviation thereof, is one of the following Spanish forms or similar equivalent forms in any other language:

- Compañía; Cía.; Comp.
- Compañía Anónima; C.A.; Comp. Anón.
- Sociedad; Soc.
- Sociedad Anónima; S.A.; Soc. Anón.

(4) Personal-name prefixes such as de, la, von, etc., are considered as part of the surname and are the basis for listing.

(5) Spanish personal names containing a compound surname are listed, with rare exceptions, under the first part of the surname. For example, the name José Fulano Sutano or José Fulano y Sutano would be listed:

- Fulano Sutano, José
  or
- Fulano y Sutano, José

Users of the list should, as a precaution, check all surnames that are part of a particular name.

(6) Addresses appearing after names on the List are not intended to exclude other addresses of the same firms or individuals. A listed name refers to all branches of the business in the country.

(7) For the convenience of users, symbols are placed after each name on the List to indicate, by reference to the table below, the dates of the supplements or revisions in which the name first appeared, or was amended or deleted. It has not been found practicable, however, to indicate here the dates of listings made between July 17, 1941, the date of the original list, and Revision I, dated February 7, 1942. Accordingly, names appearing prior to Revision I and retained in that revision are followed only by the symbol “I”. Roman numerals refer
to revisions, arabic numerals to supplements. For example, a name followed by the symbols II–1, III, VIII–1 signifies that the listing first appeared in Revision II, Supplement 1; was amended in Revision III; and was amended or deleted in Revision VIII, Supplement 1. Since in the Cumulative Supplements deletions as well as amendments are carried in each succeeding supplement, the last of two or more symbols may reflect either an amendment or a deletion, depending on the action heading under which the listing currently appears.

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1 Not to be confused with Sociedad Anónima de Financiacion y Créditos (Safina), Herrera 527.
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2 Not to be confused with I.M.A., Industria Metalúrgica y Anexos, Olazábal 5662, Buenos Aires;
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1 Not to be confused with Industria Química Sul Rio Grandense Ltda., Rua Almirante Barroso 200, Porto Alegre.
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1 Not to be confused with Malharia Albion Ltda., 318 Avenida Celso Garcia, São Paulo.
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1 Not to be confused with A. Montero y Cía.—O’Higgins esquina San Martín, Santiago.

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Ramos, Emilio.—Huérfanos 920, oficina 1, Santiago. IV-1; VIII-1.
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Robinovitch, Gregorio.—Agustinas 972 (Casilla 2553), Santiago. III-4; VIII-1.
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Rodríguez, José.—Chacabuco 26-B, Santiago. IV-5; VIII-1.
Rodríguez R., Ricardo.—Serrano 441, Valparaíso. V-3; VIII-2.
Rossi Porta, Carlos.—Edificio Estación Puerto, oficina 86, Valparaíso. III-1; VIII-3.
Rossi Hermanos y Cía., Ltda.—Viña del Mar. II-3; VIII-4.
Russo di Nocera, Damiano.—Casilla 14, Punta Arenas. IV-2; VIII-2.
Saint-Jean, Hector.—Arturo Prat 12, Santiago. IV-3; VIII-4.
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San Juan L., Enrique.—Pérez Rosales 700, Valdivia. IV-2; VIII-4.
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Schmidt, Brandes y Cía., Ltda.—Prat 772 (Casilla 1015), Valparaíso; and Agustinas 972, oficina 814, Santiago. IV-5; VIII-4.
Schoveling Niessing, Olaf.—Agustinas 972, oficina 401, Santiago. II-3; VIII-4.
Schulze, Ernesto.—Mackenna 1702 (Casilla 534), Osorno. IV-6; VIII-4.
Schulze, Heinz (Jr.).—Mackenna 1702 (Casilla 534), Osorno. IV-4; VIII-4.
Schulze, Fábrica de Arados de Ernesto.—Mackenna 1702 (Casilla 534), Osorno. IV-6; VIII-4.
Schutz y Cía., Ltda., A.—Maipú esquina M. Pérez, Valdivia, and all branches in Chile. II-4; VIII-4.
Seguros Generales “La Genovesa”, Cía. de.—Morandé 348, Santiago. III-3; VIII-1.
Smid, Gerhard.—Santo Domingo 1231 (Casilla 2181), Santiago. I; VIII-5.
Smith Tobar, Carlos.—c/o Odoardo Scassi-Buffa, Los Lagos. VII-2; VIII-1. “SOCAPAC”, Sociedad Chilena de Artículos para Calzado.—Teatinos 975 (Clasificador 117), Santiago. I-1; VIII-2.
Toloza Poblete, Hipólito.—Calle Varas esquina General Mackenna, Temuco. VII-4; VIII-3.
Truffello Hnos., Ltda.—Blanco 1041, Valparaíso; and Agustinas 975, Santiago. I-1; VIII-2.
Valck Deppe, Carlos.—Calle Bernardo Morín 545, Santiago. I-2; VIII-2.
Valle Rendón, Cesáreo.—Portal Fernández Concha 960 (Apartado 313), Santiago. II-4; VIII-4.
Vervier R., Pablo.—Barcelona 2070, Santiago. IV-4; VI-4; VIII-3.
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Viehoff, Adolfo.—Morandé 880 (Casilla 3411), Santiago. IV-4; VII-4.
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Vorwerk & Co.—Casilla 42-V, Valparaiso; and Santiago. I; VIII-1.
Weppelmann Koehne, Alberto.—Bandera 620, Santiago. I; VIII-5.
Wistuba, José Luis.—Puerto Montt. I-2; VIII-2.
Wittmann M., Guillermo.—Pasaje Matte 81, Santiago. III-1; VIII-4.
Wittwer Erber, Carlos.—Illapel 84, Puerto Montt. IV-4; VIII-2.
Wulle Krapht, Juan.—Quinta “El Progreso”, La Cruz; and Independencia 2085 (Casilla 3157), Valparaiso. II-4; VIII-1.
Yufer, Santiago.—Arauco 782, Chillán. IV-6; VIII-3.
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Böhmer, Harold.—Cali. I; VIII-2.
Böhmer, Herman S.—Cali. I; VIII-2.
Böhmer y Cía., S.A.—Carrera 5a No. 12-65 (Apartado 317), Cali; and Pasto, Nariño. I; VIII-2.
Bonfante Pupo, Marco.—Cartagena. VII-4; VIII-4.
Buitrago R., Miguel A.—20 de Julio, San Blas, Paseo Colón, Barranquilla. IV-4; VIII-3.
Cacharrería Ben Hur.—Pereira. VII-4; VIII-5.
Calderón G., Rafael.—Carrera 6 No. 15-72, Bogotá. VI-3; VIII-3.
Capasso, Miguel.—Bogotá. I-1; VIII-2.
Caputo, Alberto.—Avenida 3a de Bellavista, Calles 11 y 12, Barranquilla. V-1; VIII-4.
Caputo y Cía.—Comercio, 20 de Julio y Cuartel, Barranquilla. I-1; VIII-1.
Castelli y Biancardi.—Bogotá. I-1; VIII-5.
Celia, Antonio.—Boyacá, La Paz y Progreso, Barranquilla. I-1; VIII-1.
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Fábrica de Camisas “Imperial”.—Calle 24 No. 5-31, Bogotá. V-4; VIII-5.
Fábrica de Pinturas y Productos Luqui S.A.—Apartado 437, Barranquilla. I-1; VIII-1.
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Ferrari, Riccardi & Ambrosi.—Montería & Calamar, Bolívar. IV-5; VIII-1.
Garaje del Comercio.—Comercio, Ribón, Barranquilla. III-1; VIII-3.
Gómez, Horacio.—Medellín and Yarumal, Antioquia. II-1; VII-4; VIII-1.
Gutiérrez Portocarrero, Daniel.—Bogotá. I; VIII-3.
Gutiérrez Portocarrero, Henrique.—Carrera 8a No. 15-93, Bogotá. I-1; VIII-3.
Hacienda Berlín.—Río Negro. I; VIII-1.
Hernández, Esteban.—Montería, Bolívar. V-6; VIII-1.
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“La Favorita”.—Montería, Bolívar. V-4; VIII-1.
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Lagatta, Juan.—Villeta. V-4; VIII-1.
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Madero París, Manuel.—Bogotá. I; VIII-2.
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“Malta”—Salcedo y Cía.—Aduana, Calle 6a, Boston, Barranquilla. V-6; VIII-2.
Monti, Ferrugio.—Comercio, Ribón, Barranquilla. III-1; VIII-3.
Monti, Nullo.—Comercio, Ribón, Barranquilla. III-1; VIII-3.
Nasser Miguel.—Barranquilla. V-5; VIII-4.
Núñez Vargas, Emilio.—Apartado Nacional 648, Barranquilla. I; II-1; III-1; III-2; VIII-4.
Obregón, Marta.—Comercio, 20 de Julio, Cuartel, Barranquilla. IV-5; VIII-1.
Ordoñez & Lullemann.—Calle 13 No. 6-32, Cali. I; VIII-4.
Otero, Víctor.—Cali. IV-5; VIII-2.
Perico García, Pascual.—Barranquilla. II-3; VIII-2.
Piedrahita, Lucy.—Calle 24 No. 5-31, Bogotá. VI-1; VIII-5.
Prada, Luis Fernando.—Avenida Colombia, Barranquilla. IV-1; VIII-1.
Regina, Emilio.—Carrera 9 No. 17-93, Bogotá. IV-6; VIII-3.
Regina, Ludovino Vittorio.—Carrera 9 No. 17-93, Bogotá. IV-6; VIII-3.
Restaurante “Vittorio”.—Carrera 9 No. 17-93, Bogotá. IV-6; VIII-3.
Rovillo Samper, Miluchi.—Real, 20 de Julio, Cuartel, Barranquilla. V-6; VIII-1.
Ritter, Adelbert.—Apartado 286, Medellín. II-2; VIII-4.
Rose, Kurt.—Bogotá. V-5; VI-1; VIII-2.
Salvino y Cía., Alejandro.—Cúcuta, Santander del Norte. I-1; VIII-2.
Saravalle, Augusto.—Carrera 10 No. 20-41, Bogotá; and Barranquilla. II-1; V-6; VII-3; VIII-5.
Saravalle, Cesare.—Carrera 10 No. 20-41, Bogotá; and Barranquilla. II-1; V-6; VII-3; VIII-5.
Siegler, Otto.—Carrera 31 No. 33-22, Bucaramanga. I-1; V-2; VIII-1.
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Castillo, Rigoberto.—San José. II-2; II-3; VIII-3.
Fernández Peña, Rafael.—San José. IV-5; VIII-1.
Fournier Chacón, Roberto.—Apartado 1227, San José. V-5; VIII-1.
“La Lonja” S.A.—San José. V-5; VIII-1.
Lapeira Carrasco, Rafael.—Apartado 616, San José. V-5; VIII-1.
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Suárez Travieso, Antonio.—San Carlos 2, Loma del Chaple, Habana. II-1; VIII-3.

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Aliatis Poggi, Giovanni (Juan).—Manta. IV-4; VIII-4.
Almacén “La Fortuna”.—Guayaquil. I-2; VIII-5.
Almerini, Fossati y Cía.—Aguirre 202 (Casilla 345), Guayaquil. I-1; V; VIII-5.
Altgelt, Hagen Ernesto Gerardo.—Quito. I-2; II; VIII-2.
Baldus, Otto.—Calacalí. I-2; VIII-4.
Beate, Bfo.—Quito. I-2; VIII-2.
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Berge, Wolf.—Riobamba. I-2; VIII-5.
Bergholz, Klaus.—P. Icaza 507, Guayaquil. I-2; VIII-2.
Bessecke, Herbert.—Pedro Moncayo 718, Guayaquil. I-2; VIII-2
Bittner, Rudolf.—Avenida Nueva de Octubre, Guayaquil. I-1; VIII-5.
Bittner & Voegli.—Nueva de Octubre 203, Guayaquil. I-4; V; VIII-5.
Bloeken, Heinrich.—Bolivar 725, Guayaquil. I-2; VIII-5.
Boche, Ernst K. Henry.—Guayaquil. I-2; VIII-5.
Boeckeman, Hans.—Casilla 405, Guayaquil. I-1; II; VIII-5.
Bolte, Hugo.—Rumichaca 520, Guayaquil. I-2; VIII-2.
Boschet, Tulio T.—Casilla 492, Quito. I-1; VIII-4.
Bossareck, Anton.— I-2; VIII-2.
Brachetti, Theodore.—Casilla 860, Quito; and Casilla 53, Guayaquil. I; VIII-2.
Brandt, Cecilie.—Cuenca. IV-4; VIII-5.
Brauer Gehin Hermanos.— Guayaquil 60 (Casilla 687), Quito. IV-3; VIII-5.
Brevi, Elio.—Manta. V-1; VIII-2.
Brevi Gussago, Nunzio.—Manta. VI-6; VIII-4.
Carmigniani, César.—Guayaquil. I-2; II; VIII-5.
Casa Alemana.—García Moreno 69 (Casilla 394), Quito. I; II-5; VIII-5.
Casa Poppe.—Pichincha 343 (Casilla R), Guayaquil; and Bolivia 31 (Casilla 151), Quito. IV-2; VIII-5.
Casa Tagua S.A.—Manta, and all branches in Ecuador. I; VIII-5.
Cerfontaine, Dan Hans.— I-2; IV-4; VIII-2.
Chanange, Gustavo L.—Casillas 102 y 77, Guayaquil; and Riobamba. I-2; II-3; V; VIII-2.
“CIALDA” Compañía Alemana de Agencias, C.A.—Padre Aguirre 117 (Casilla 737), Guayaquil. I; V; VIII-5.
Clementina Plantagengesellschaft.—Babahoyo; and Casillas 1291 y 1597, Guayaquil. II-5; V; VIII-4.
Comercial “Delicias” S.A., Cia. Anónima.—Pichincha y Aguirre (Casilla 415), Guayaquil. VI-2; VIII-4.
Contag, Arturo.—Tomás Martínez 305 (Casilla 200), Guayaquil. I-1; VIII-2.
Contag, Ernesto.— Pasaje Pérez, Quito. I-1; VIII-5.
Cuhn, Alfredo.—Maldonado. I-2; VIII-2.
Darr, Erwin.—Guayaquil. I-2; VIII-2.
Deckert, Hans.— I-2; VIII-2.
Dehmlow, Alfredo.—Hacienda Quillán (Casilla 89), Ambato. V-1; VIII-5.
“Delicias” S.A.—Pichincha y Aguirre (Casilla 415), Guayaquil. VI-2; VIII-4.
Detken, Herman.—Quito. I-2; VIII-2.
Diesemreiter, Marfa.—Quito. I-2; VIII-2.
Dirani M., Franco.—Oriente 152, Quito. I-2; III; VIII-2.
Dorn, Helmut.—Guayaquil. I-2; VIII-2.
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Duffer, Enrique. — Cuenca. I; I-4; V; VIII-5.
Ebert, Fritz. — Casilla 1256, Guayaquil. I; VIII-5.
Ehmig, Anton. — Quito. I; II; VIII-2.
Ell, George. — República 3, Quito. I; II; VIII-2.
Ferrari, Herederos de Luis. — Malecón Simón Bolívar 1702 (Casilla 126), Guayaquil. I-1; V; VIII-5.
Fossati, Luigi. — Aguirre 314 (Casilla 345), Guayaquil. I-1; V; VIII-5.
Galeotti, Piero. — Junín 410 (Casilla 1157), Guayaquil. I-1; V; VIII-5.
Gebel, George. — Quito. IV-4; VIII-2.
Giese, Erna. — Quito. I-2; VIII-2.
Giesel, Enrique. — Baños. I-2; VIII-5.
Griesbach & Roehl. — Pasaje Royal (Casilla 328), Quito. I; II-5; VIII-5.
Gubitz, Heinz Rudolf Friedrich. — Quito. IV-2; VIII-5.
Gubitz & Schwark. — Guayaquil 66 (Casilla 433), Quito. I; II-5; VIII-5.
Hacienda Clementina. — Babahoyo; and Casillas 1291 and 1717, Guayaquil. I-1; V; VIII-4.
Haller, Paul. — Avenida Olmedo y Eloy Alfaro, Guayaquil. I-2; VIII-2.
Haller, Paul (Mrs.). — Guayaquil. I-2; V; VIII-2.
Harms, Siegfried. — Chile 309, Guayaquil. I; VIII-5.
Hartsch, Carlos. — Colegio Alemán, Quito. I-2; VIII-2.
Hauser, H. A. — I-2; VIII-5.
Heed, Ernest. — Guayaquil. I-2; VIII-2.
Heintze, Señora de. — Colegio Alemán, Quito. I-2; VIII-2.
Hertzog, Hans Dietrich. — Quito. I-2; VIII-5.
Hille, Otto (Dr.). — Ambato. I-2; VIII-5.
Hirtz, Carlos. — Pasaje Royal, Quito. I-2; VIII-2.
Hoeldorfer, Kurt. — Panamá y Junín, Guayaquil. I-2; VIII-5.
Hutten, Johann Karl. — I-2; VIII-2.
Industrial Corozo Ecuador, S.A. — Manta. I; VIII-5.
Industrias Textiles S.A., Soc. — Ascasubi 14, Quito. I; II-5; VIII-5.
Isenberg, Irma Schnoor. — Ambato. I-2; II; VIII-2.
Italiana Scambio Prodotti Estero, Societa. — Manta. VI-2; VIII-5.
Jungnickel, Paula. — Avenida Colón 458, Quito. I-2; VIII-5.
Juris, Carlos. — Mercado Central o Mourgeón 24, Quito. I-2; VIII-5.
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¹ Not to be confused with the Hermann Dreier, Casilla 577, Quito, who was associated with Jacobo Vorbeck.
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Kruger, Lottie (Mrs. J. H.).—Guayaquil. II-1; VIII-2.
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Kudajewsky, Paul.— I-2; VIII-2.
Kunze, Albert Julius Robert.— I-2; VIII-2.
La Casa Wiking S.A.—Venezuela 97 (Casilla 556), Quito. I; II-5; VIII-5.
Langpap, Walter Paul.—Batán Road, Quito. I-2; VIII-2.
“Las Delicias”.—Pichincha y Aguirre (Casilla 415), Guayaquil. VI-2; VIII-4.

Lindner, Erich.—Quito. I-2; VIII-2.
Linz, Alfredo.—Quito. I-2; VIII-5.
Linz, Juan.—Quito. I-2; VIII-5.
Lisken von Reuter, Gunther Otto.—Gran Colombia 340, Cuenca. I-2; V; VI-4; VIII-5.
Loeschners, Heinrich.—Pasaje Royal, Quito. I-2; VIII-2.
Lorentzen, Walther.—Miraflores Road, Ambato. I-2; II; VIII-2.
Mahnke, Kurt.—Cuenca. IV-6; VIII-2.
Marotzke, Hans.—Calicuchima 319, Guayaquil. I-2; VIII-2.
Mateju, Eugenia.—Mejía 27, Quito. I-2; VIII-5.
Mauer, Oscar Max.— I-2; VIII-2.
Moebius, Gunther Rudolf.—Colegio Alemán, Quito. I-2; VIII-2.
Moller, Gustavo.—Casilla 930, Guayaquil; and Calles Bolivia y Venezuela, Quito. I; VIII-5.
Moller, Hermann.—Casilla 930, Guayaquil; and Calles Bolivia y Venezuela, Quito. I; VIII-5.
Moller Martínez, Federico Guillermo.—Casilla 930, Guayaquil; Calles Bolivia y Venezuela, Quito; and Virrey Biasco Núñez de Vela 27, Quito. I; VI-1; VI-2; VIII-5.
Nickel, Gurte August Hans Ernst.—Esmeraldas. I-2; VIII-2.
Nickelsen, Albert.—Maachachi. I-2; II; VIII-5.
Obermeyer, Richard Walter.—Cuenca. VI-3; VIII-2.
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1 Also known as Guillermo or Willi van Denzen.

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Arcari, Alberto.—24, Summerhill, and 36, Caledon Road, East Wall, Dublin. VII–2; VIII–1.
Associated Contractors (Ireland) Ltd.—New Docks, Galway. VII–2; VIII–5.
Carry, Albert.—24, Summerhill, Dublin. VII–2; VIII–3.
Devlin, Michael.—Palermo, Killiney Hill Road, Dublin. VII–6; VIII–3.
German Academy.—18, Upper Mount Street, Dublin. VII–2; VIII–3.
German News Agency.—37, Nassau Street, Dublin. VII–2; VIII–3.
Irish-German Academic Bureau.—18, Upper Mount Street, Dublin. VII–2; VIII–3.

LIECHTENSTEIN

Additions and Amendments

General Finance & Trading Trust.—Vaduz. VIII–2.
International Trust Immobilier.—Vaduz. VIII–2.
Ruscheweyh, Rudolf.—Schaan. VIII–2.

MOROCCO

SPANISH MOROCCO

Additions and Amendments

Rios Munoz, Jose.—Canalejas 18, Melilla. IV–4; VIII–2.

Deletions

Baltensperger, Ernesto.—Carretera de la Hipica, Apartado 51, Tetuan. VI–3; VIII–1.
Colombo, Ettore.—Tetuan. III–1; VIII–4.
Parres Puig, Francisco.—O’Donnel 41, Melilla. IV–2; VIII–3.

TANGIER INTERNATIONAL ZONE

Additions and Amendments

Carranza, Ramon (owner of S.T. “Blanca de C”, “Reina Victoria”, “Paco Nino”, and “San Vicente”).—Tangier. III–1; III–3; IV–4; V–2; VIII–1.
Cohen, Mordejai (Marcos).—“La Confianza”, Calle Senmarin 11, Tangier. VIII–3.
Gestor S.A.—Rue de Fez 72, Tangier. VIII–5.
Pombo, Florentino.—Tangier. VIII–4.
Pombo, Jose Manuel.—Tangier. VIII–4.
Schistes Bitumineux de Tanger, Soc. des.—Tangier. VIII–3.
MOROCCO—Continued

TANGIER INTERNATIONAL ZONE—Continued

Deletions

Accarias, Paul.—Belgica 3, Tangier. III–1; VIII–3.
Benadiba, Hola.—Legazpi 50, Tangier. III–3; VIII–1.
Bendahan, Albert (Jacob Abraham Bendahan).—Legazpi 50, Tangier. III–3; VIII–1.
Bendahan & Benadiba.—Legazpi 50, Tangier. III–3; VIII–1.
Grebler, Albert.—Bvd. Antee 11, Tangier. III–1; VIII–1.

PORTUGAL AND POSSESSIONS

PORTUGAL

Additions and Amendments

Alves, Fernando Mota.—Ave. Almirante Reis 28, Lisbon, and other addresses in Portugal. II–3; VIII–1.
"American Stand".—Rua de D. Francisco Gomes, and Rua do Tenente Valadim 4, Faro-Algarve. VIII–3.
Banco Ferreira Alves e Pinto Leite.—Oporto. VIII–5.
Barros, Pedro Amor Monteiro de.—Rua Garcia Horta 63, Lisbon. I; VII–1.
Belmarco, Vidal Alberto Navarro de Andade.—Rua de D. Francisco Gomes, and Rua do Tenente Valadim 4, Faro-Algarve. VIII–3.
Carvalho, A.—Rua de Cavaleiro de Oliveira 45, Lisbon. VIII–2.
Comercial Azancot Ltda., Soc.—Rua S. Paulo 75, and Rua dos Fanqueiros 184, Lisbon. VII–6; VIII–1.
Cudell, Roberto.—Largo do Directorio 16, Lisbon; and Rua Passos Manuel 30, Oporto. I; V–1; VIII–1.
Cudell, Walter.—Rua Passos Manuel 30, Oporto. V–1; VIII–1.
Dede, Heinrich.—Rua Artilhaia Um 110, Lisbon. VIII–2.
Dehawi Agencia - Safari Ltda., Empresa Fornecedora de Mantimentos.—Rua Cais de Santarem 24, Lisbon. IV–8; VIII–2; VIII–4.
Einhart, Hubert.—Rua Eugenio dos Santos 179, Lisbon. III–1; VIII–3.
Einhart Ltda.—Rua Eugenio dos Santos 179, Lisbon. III–1; VIII–3.
Estudante, Manuel Ferreira.—Travessa das Salgadeiras 7, Lisbon. VIII–5.
Fernandes, Carlos Augusto.—Rua Victor Cordon 24, Lisbon. VII–2; VIII–4.
Gabinete de Consultas Tecnicas.—Rua de Cavaleiro de Oliveira 45, and Rua das Chagas 17, Lisbon. VIII–3.
PORTUGAL AND POSSESSIONS—Continued

PORTUGAL—Continued

Additions and Amendments—continued

Giuliani, Carlo.—Rua do Alecrim 10, Lisbon. VIII-4.
Hermias Ltda.—Rua do Caes de Santarem 24, Lisbon. VIII-5.
Introduitora de Metodos Modernos de Construcao Ltda., Soc. (S.I.M.C.O.).—Rua Augusta 75, Lisbon. VIII-5.
Keel, Rolf.—Rua de S. Bento 334–336, Lisbon. VIII-1.
Lemos, Jose Antonio Alves Ferreira de (Dr.).—Ave. Brasil 119, Oporto. VIII-2.
Loucas, Casa das—Eduardo F. Barbosa.—Rua Formosa 333, Oporto. I; VIII-3.
Minero Silvicola, Ltda.—Rua da Constituicao 441, Oporto, Rua do Comercio 8, Lisbon; and all branches in Portugal. I; II–1; VIII–5. Address amended from Rua do Comercio 8, Lisbon, and Rua Santa Catarina 377, Oporto; and all branches in Portugal.
Moita, Francisco de Jesus.—Rossio 3, and Rua de S. Bento 334–336, Lisbon. I; VIII-3.
Mota Ltda., Candido.—Rua da Santa Catarina 594, Oporto. VIII-3.
Neves, Carlos da Silva.—Rua Artillaria Um 28, Lisbon. IV–1; VIII–1.
Novais, Jorge de Abreu de Couto Amorim.—Oporto. VIII–2.
Pena, Armandio da Costa.—Rua Carlos Mardel 61, Lisbon. VII–6; VIII–1.
Porst, Richard Kurt.—Rua da Prata 51 and 59, Lisbon. I; V; VIII–2.
Ratibor, Ernst Von (Prince).—Estoril. II–4; VIII–3.
Ratibor, Ernst Von (Princess).—Estoril. II–4; VIII–3.
Reis, Antonio da Cunha.—Rua Eugenio dos Santos 179, Lisbon. III–1; VIII–3.
Rodrigues, Jose Francisco Esteves.—Travessa das Salgadeiras 7, Lisbon. VIII–5.
S.I.M.C.O. Sociedade Introduitora de Metodos Modernos de Construcao Ltda.—Rua Augusta 75, Lisbon. VIII–5.
Safari Ltda., Empresa Fornecedora de Mantimentos (Dehawi Agencia).—Rua Cais de Santarem 24, Lisbon. I; VIII–2; VIII–4.
Sampaio Ltda., Francisco (Fotografia Antony).—Rua de S. Antonio 147–51, Oporto. VII–6; VIII–3.
Santos, Jaime Artur dos.—Ave. Almirante Reis 70, and Rua Zaire 20, Lisbon. VIII–2.
Santos & Botica Ltda.—Rua dos Fanqueiros 91, Lisbon. VIII–3.
 Schoeri, Ernst.—Hotel Tivoli, Lisbon. VIII–5.
PORTUGAL AND POSSESSIONS—Continued

PORTUGAL—Continued

Additions and Amendments—continued

Schroeder, Otto.—Hotel Francfort, Rossio 113, Lisbon. VIII-5.
Stand, Ericka.—Rua Eugenio dos Santos 169-173, Lisbon, and all branches in Portugal. VIII-1.
Stand Opta.—Rua Eugenio dos Santos 169-173, Lisbon, and all branches in Portugal. VIII-1.
Vendrell, J. & Cia.—Estrada de Bemfica 449, Lisbon. VIII-3.

Deletions

Adragna, Francesco.—Olhao. I; VIII-5.
Agencia Comercial Francesa—A. Vincent Ltda.—Rua Ivens 56, Lisbon. II-4; VIII-3.
Agencia Maritima Jose Ferreira Jnr., Ltda.—Rua Nova do Carvalho 43, Lisbon. IV-6; VIII-5.
Alberto, Andrea Strazzera.—Olhao. I; I-2; VIII-2.
Alcobia, Jose (Jose Thomaz Mascarenhas Alcobia).—Rua Ilha do Principe 17, Lisbon. I; IV-2; IV-5; VIII-2.
Campu Fu Salvatore Giuseppe.—Rua Brito e Cunha 603, Matozinhos. IV-5; VIII-2.
Centeio, Francisco Xavier.—Travessa das Salgadeiras 7, Lisbon. III-2; VIII-5.
Conciato, Mario.—Rua Renato Batista 92, Lisbon. I; VIII-1.
Empresa Luso-Argentina de Comercio e Industria Ltda.—Rua Rodrigues Sampaio 50, Lisbon. IV-3; VIII-1.
Exportador Luso-Colonial Ltda.—Rua Silva Porto 58, Oporto. VI-1; VIII-5.
Fenollar, Fernando M.—Rua da Misericordia 20, Lisbon. I; VIII-6.
Ferreira (Jnr.), Jose.—Rua Nova do Carvalho 43, Lisbon. IV-6; VIII-5.
Fonseca, Antonio Jacinto.—Rua Sa da Bandeira 331, Oporto. IV-3; VIII-2.
Galuppo, Giuseppe (fu Carlo).—Estrada da Circunvalacao, Olhao. I; VIII-5.
Gomes, Eduardo.—Rua Nova do Carvalho 43, Lisbon. IV-6; VIII-5.
Grande Organizacao de Agentes Vendedores Ltda.—Ave. Antonio Augusto de Aguijar 7, Lisbon. VII-3; VIII-4.
Grebler, Albert.—Caldas da Rainha, Lisbon. II-4; V-6; VIII-1.
Guimaraes & Queiroz Ltda.—Rua dos Correeiros 184, Lisbon. IV-1; IV-5; VIII-1.
Ilari, Carlos.—Olhao. I; VIII-3.
Lazzara, Carlo.—Olhao. I; VIII-3.
Lazzara, Niccolo.—Olhao. I; VIII-1.
Martino, Mario di.—Rua Capitao Nobre, Olhao. I; VII; VIII-3.
Martins & Filhos Ltda., Antonio Gomes.—Lordelo do Ouro, Oporto. II-4; VIII-3.
Mascarenhas, Jose Thomaz.—Rua Ilha do Principe 17, Lisbon. I-3; IV-2; IV-6; VIII-2.
PORTUGAL AND POSSESSIONS—Continued

PORTUGAL—Continued

Deletions—continued

Monteiro, Jose M. Alves.—Travessa do Ameal 330, Oporto. I-2; VIII-5.
Noronha, Mario de.—Rua Braamcamp 12, Lisbon. VII-1; VIII-1.
Piano, Artur Antonio da Costa.—Lisbon. IV-3; VIII-3.
Piano, Artur Victorino.—Lisbon. IV-3; VIII-3.
Pina, Mario Abel Aguia de.—Rua Padre Antonio Vieira 30, Lisbon. V-2; VIII-4.
Pontes Ltda., Jose Correia.—Rua Nova de Levante 87-89, and Rua Manuel
Tome Viegas Vaz 2-4, Olhao. I-4; VIII-1.
Porto-Huambo Comercial Ltda.—Travessa de Ameal 330, Oporto. VI-1; VIII-5.
Reich, Bruno.—Ave. Ressano Garcia 37, Lisbon. I; VIII-4.
Salvi, Dr. Emilio.—Ave. Poeta Mistral 17, Lisbon. V-1; VIII-5.
Sartorio, Ennio.—Ave. da Liberdade 232, Lisbon. II-3; VIII-4.
Seixas & Co. Ltda., Fernando Coimbra.—Praça D. Filipa de Lencastre 14, and
Rua de Fabrica 67, Oporto. III-1; VIII-4.
Silva, Luciano Rodrigues da.—Vila Verde, Paranhos, Seia. I; I-2; VIII-1.
Silva, Virgilio Filipe Pereira da.—Rua Tomaz Ribeiro 83, Lisbon. III-4; VIII-4.
Siragusa, Giuseppe.—Olhao. I; VIII-3.
Valente, Carlos Alberto de Brito Rebelo.—Rua Sa da Bandeira 112, Oporto.
VII-5; VIII-5.
Viale, Mario.—Rua Duarte Galvao 44, Lisbon. I; VIII-5.
Vincent, Fernand.—Rua Ivens 56, Lisbon. I-1; VIII-3.
Vincent, A. Ltda. (Agencia Commerciale Francesa).—Rua Ivens 56, Lisbon.
I-1; II-4; VIII-3.

ANGOLA

Additions and Amendments

Krosighk, Volrat Von.—Libolo, Cuanza-Sul. I; VIII-3.
Loen, Von (Baron).—Libolo, Cuanza-Sul. I; VIII-3.
Loen, Von (Baroness).—Libolo. VI-3; VIII-3.
Rischtoven, Gerhardt von (Baron).—Dala Cachibo Libolo, Cuanza-Sul.
I; VIII-3.

Deletions

Exportador Luso-Colonial Ltda.—Ave. 5 de Outubro, Nova Lisboa. VI-1; VIII-5.
Monteiro, Jose M. Alves.—Ave. 5 de Outubro, Nova Lisboa. I-2; VIII-5.
Monteiro, Serafin.—Ave. 5 de Outubro, Nova Lisboa. I; VIII-5.
Porto-Huambo Commercial Ltda.—Ave. 5 de Outubro, Nova Lisboa, and at
Huambo. I-2; VIII-5.
PART II

PORTUGAL AND POSSESSIONS—Continued

AZORES

Deletions
Schroeder, Otto.—Horta, Fayal. III-3; VIII-5.

CAPE VERDE ISLANDS

Additions and Amendments
Ribeiro de Almeida, Manuel.—St. Vincent. V-6; VIII-1; VIII-2.

Deletions
Branco, Joaquim da Silva.—St. Vincent. IV-6; VIII-2.
Branco, Jose da Silva.—Tarrafal. V-4; VIII-2.

MADEIRA

Deletions
Sousa, Joao Barros de.—Camara de Lobos. III-2; IV-3; V-1; VI-1; VIII-4.

MOZAMBIQUE

Additions and Amendments
Burchard, Joachim Von.—Metuge, Porto Amelia. I; VIII-3.
Guzmao, Jose de Moura Forjaz de.—Lourenço Marques. VIII-4.
Leal, Antonio.—P.O. Box 205, Beira. VIII-5.

Deletions
Pagan, Carlos.—Rua Consiglieri Pedroso, Lourenço Marques. II-3; VI; VIII-2.
Pagan, Umberto.—Rua Consiglieri Pedroso, Lourenço Marques. II-3; VI; VIII-2.

PORTUGUESE GUINEA

Additions and Amendments
Escada, Joaquim.—Canchungo. VIII-1.
Tage, Eddine Mohamed Ibrahim.—Farim. V-4; VIII-1.

Deletions
Cadillac, Henri.—Bissau. III-3; VIII-1.
Courrent, Paul.—Bissau. III-3; VIII-1.

PORTUGUESE INDIA

Deletions
Coelho, Eduardo.—Nova Goa. V-2; VIII-5.
Additions and Amendments

SPAIN

Abello Sabater, Rafael.—Madrid and Barcelona. VIII-1.
Aceros Suecos Sandvik—Dr. Isabellu Lana Sarrate.—Diputacion 239, and Muntaner 393, Barcelona. VIII-5.
Alberdi Astigarraga, Jose.—Eibar. VIII-1.
Alvares Piles, Juan Ramon.—Moreto 11, Madrid. VIII-5.
Alves, Fernando Mota.—Hotel Roma, Madrid. VIII-1.
Anonima de Accidentes, La.—Rambla Cataluna 19-21, Barcelona. II-5; VIII-2.
Antich S.A. Alcoholes.—Ronda San Pablo 32, Barcelona. VIII-3.
Aplicaciones Electromecanicas S.A.—Mejia Lequerica 4, Madrid. VIII-1.
Appen, Gunther Von.—Mejia Lequerica 4, Madrid. I-1; VIII-3.
Argila Cia. Anon.—Conde de Aranda 4, Madrid. VII-4; VIII-3.
Arizmendi, Hijos de, Francisco.—Calle de la Estacion, Eibar. VIII-1.

Atlantica Comercial S.A.—Diputacion 260, Barcelona. VI-2; VIII-5. Name amended from "Atlantida Comercial S.A" to "Atlantica Comercial S.A".

Bakumar, Agencia de Viajes.—Plaza de las Cortes 3, Malaga, and all branches in Spain. I; VII-6; VIII-1.
Barcelonesa Industrial y Mercantil S.A.—Paseo de Gracia 48, Barcelona, VIII-3.
Barcia, Manolo (Navales Barcia).—Corunna. VIII-4.
Bilante, Calogero.—Carretera de San Miguel Motrico. VIII-5.
Boddien, Joaquim Von.—Madrazo 51, Barcelona. I; VIII-3.
Bofill, Ramiro.—Palafrugell. I; VIII-3.
Buckau, R. Wolf A.G.—Viuda de Esteban Carreras Pons.—Barquillo 47, Madrid. I; VIII-3; VIII-4.
C.E.I.S.A.—Comercial Exportadora e Importadora S.A.—Lagasca 127 and Alcala 10, Madrid. VI-1; VIII-4.
Calegano, Antonio.—Barcelona. VIII-5.
Calegano, Mario.—Corredor 41, Barcelona. V-1; VIII-4.
Camps, Victorio.—Moreto 11, Madrid. VIII-5.
Canada Blanch, Blas y Ernesto.—Burriana. VIII-5.
Carreras Pons, Viuda de Esteban (Buckau, R. Wolf A.G.).—Barquillo 47, Madrid. VIII-4.
Cavanillas Prosper, Javier Maria.—Alcala 97, Madrid, and at San Sebastian. VIII-1.
Ceron Bohorques, Manuel.—San Jose 14, Cadiz; and Jose Antonio 15, Madrid. VIII-2.
Additions and Amendments—continued

Chiappo Arietti, Dionisio.—Aribau 1, and "Torre Gaudi", Barcelona. VIII-2.
Chiappo, Viuda de F.—Aribau 1, and "Torre Gaudi", Barcelona. VIII-2.
Cloos, Federico Guillermo.—Ave. Martires de Carral 1, Monforte de Lemos (Lugo). VIII-4.
Comercial Exportadora e Importadora S.A. (C.E.I.S.A.).—Lagasca 127 and Alcala 10, Madrid. VI-1; VIII-4.
Comercial Maritima de Transportes S.A., Cia. (owners of S. S. "Alcora", "Antares", "Jose Trujillo" ("Crespi"), "Polar", "Salvador", "San Juan II", and "Rigel" (ex "Tercio Montejurra"); Aux "Piencia II"; M.V. "Canopus" (ex "Castor"), "Linette", "Mari Carmen L", "Maribel", and "Procyon" (ex "Pollux").—Ave. Generalisimo 1, and Moratim 52, Madrid. 1; I-2; II-1; II-3; II-4; III-4; IV-5; IV-6; V-2; V-4; V-5; V-6; VI-3; VI-5; VII-1; VII-4; VII-5; VIII-3.
Comercio Exterior, S.A. de.—Cladio Coello 51, Madrid. VIII-3.
Constancia, La Cia. Anonima de Seguros.—Universidad 4, Barcelona. I; VIII-2.
Costeros de Levante S.A.—Plaza Urquinaona 6, and Ave. del Generalisimo Franco 514, Barcelona. VIII-3.
Dalmau, Francisco.—Jose Antonio 615, Apartado 2, Barcelona. VIII-2.
Dano S.A.—Jose Antonio 615, Apartado 2, Barcelona. VIII-2.
Destilerias Nike.—Conde Ofalia 14, Almeria. VIII-2.
Deutsche Werke S.A. Motores.—Provenza 314, Barcelona. I; VIII-4.
Dixon Oil Co. (Lubrificantes Dixon).—Ave. del Generalisimo Franco 31, Malaga. VIII-5.
Espana Carlos Casado.—Plaza de Caliao 4, Madrid. VIII-4.
Espanola de Talcos S.A., Soc.—Paseo Lealtad Chalet, and Alcazar de Talcos 8, Leon; and Barquillo 42, Madrid. I; VIII-4.
Fernandez Mateos, Angel.—Conde Ofalia 14, Almeria. VIII-2.
Fernandez, Servando.—Moreto 11, Madrid. VIII-5.
Fodina S.A., La.—Salent. I-1; VIII-2.
Freixas, Enrique.—Plaza Palacio 5, Barcelona. VII-3; VIII-5. Name amended from Frexias, Enrique.
Freixas, Agencia (owners of S.S. "Carmen Freixas").—Plaza Palacio 5, Barcelona. VII-3; VIII-5. Name amended from Frexias, Agencia (owners of S.S. "Carmen Freixas").
Fricke, Enrique.—Muralla del Mar 89, Cartagena, and other addresses in Spain. I; VIII-3.
Gabison, Andres.—Jorge Juan 17, Madrid. VIII-2.
Garcia de la Fuente S.A. Destilaciones.—San Jose Baja 37-43, Granada. VIII-2.
SPAIN AND POSSESSIONS—Continued

SPAIN—Continued

Additions and Amendments—continued

Gavioli, Roberto.—Paseo Lealtad Chalet, and Alcazar de Toledo 8, Leon. I; VIII-4.

Geldner, Federico.—Jose Antonio 15, Madrid. VIII-1.


Gonzalez Sieiro, Floro.—Canido, Vigo. VIII-3.


Gullon Gimenez, Rafael.—Sagasta 4, Madrid. VII-3; VIII-1.

Hafner, Ernesto.—Avenida General Franco 7, Malaga; and Apartado 69, Seville. VII-5; VIII-3.

Hamrath, Huberto.—Junqueras 2, Barcelona. V-4; VIII-3.

Herrera Lafuente, Guillermo.—Lopez Falcon 46, Almeria, and at Hermosilla 45, Madrid. VIII-2.

Ibanez Lopez, Santos.—Santa Dorotea 22, Burgos, and Ronda de Segovia 33, Madrid. VIII-5.

Ibanez & Cia.—Santa Dorotea 22, Burgos, and Ronda de Segovia 33, Madrid. VIII-5.


Importadora de Camiones y Automoviles Ltda.—Larsundi 11, Bilbao. VIII-5.


Industrias Reunidas Irgas.—Principe 6, and Carral 3, Vigo. VIII-2.

“Informaciones”.—San Roque 7, Madrid. VIII-5.


Jimenez Tellez, Luis.—Ave. del Generalisimo Franco 31, Malaga. VIII-5.

Koreska S.A., Industrias.—Rambla Catalana 17, Barcelona. I; VIII-5.

Amended from Koreska, W.—Encina 6, Barcelona, and all branches in Spain.


Laboratorio Vekar.—Alberto Bosch 6, and Moreto 10, Madrid. VIII-1.


Lana Sarrate, Dr. Isabelo (Aceros Suecos Sandvik).—Diputacion 239 and Muntaner 393, Barcelona. IV-2; VIII-5. Amended from Lana Sarrate, Dr. Isabelo.—Diputacion 239, Barcelona.

Lange, Willy.—Jose Antonio 15, Madrid. VIII-2.

Lauterbach, Paulo Kunst.—Camelias 32, Barcelona. VIII-1.

Lopez Palop, Rafael.—San Roque 7, Madrid. VIII-5.
PART II

SPAIN AND POSSESSIONS—Continued

SPAIN—Continued

Additions and Amendments—continued

Lubrificantes Dixon-Dixon Oil Co.—Ave. del Generalísimo Franco 31, Malaga. VIII-5.
Luis Rodríguez, Eugenio.—Príncipe 6, and Carral 3, Vigo. VIII-2.
“M.I.N.S.A.”—Maquinaria de Precision para Industrias Navales S.A.—Paseo de las Acacias 34, Madrid. VIII-3.
Maquinaria de Precision para Industrias Navales S.A. (M.I.N.S.A.).—Paseo de las Acacias 34, Madrid. VIII-3.
Maquinista Madrilena, La.—General Martinez Campos 42, Madrid. VIII-3.
Martinez Barreiro, Jose.—General Franco 21, Calvario and Romil 146, Vigo. VII-5; VIII-1.
Melchor Vilanova, Manuel.—Pintor Sorolla 13, Valencia. VIII-3.
Miedel, Alois.—Madrid. VIII-3.
Minera S.A., La.—Muntaner 6, and Paseo de Gracia 93, Barcelona. I-1, VIII-2.
Minerales de Espana, S.A.—Gran Via 62, Bilbao, and all branches in Spain. I; VIII-1.
Minerales de Hierro de Galicia S.A.—Ave. Martires de Carral 1, Monforte de Lemos (Lugo). VIII-3.
Montaner Barceló, Juan.—San Vicente 22, Valencia. VIII-3.
Moreno Ruiz, Jose.—General Queipo de Llano 2, Cadiz; and Jose Antonio 15, Madrid. VIII-2.
Nadal, Joaquín.—Clot 13, Cassa de la Selva, Gerona. VIII-3.
Nogueira, Raul Lupi (Dr.).—Madrid. VIII-2.
Ofac S.A. (Oficina Para el Favorecimiento de Articulos Continentales en España S.A.).—Layetana 5, Barcelona. VIII-5.
Oficina Para el Favorecimiento de Articulos Continentales en España S.A.—Ofac.—Layetana 5, Barcelona. VIII-5.
Oller, Francisco.—Clot 13, Cassa de la Selva, Gerona. VIII-3.
Olympia S.A., Maquinas de Escribir.—Paseo de Calvo Sotelo 25, Madrid. VIII-1.
Pla Font, J.—Tallers 28, Barcelona. VIII-3.
Pombo, Florentino.—Víctor Hugo 1, Madrid. VIII-3.
Pombo, Jose Manuel.—Víctor Hugo 1, Madrid. VIII-3.
Prensas Castellana S.A.—San Roque 7, Madrid. VIII-5.
Priser, Willy.—Alcalá 45, Madrid. VIII-1.
**PART II**

**SPAIN AND POSSESSIONS—Continued**

**SPAIN—Continued**

Additions and Amendments—continued

Puig Cusi, Joaquin.—Roger de Lauria 126, and Bahnes 167, Barcelona, VIII-3.

Queimadelos, Manuel.—Principe 6, Carral 3, and Ecuador 9, Vigo. VIII-2.

Quimica Comercial y Farmaceutica S.A., La, (Bayer).—Barcelona; and Madrid. I; VIII-2.

Rabe, Victor.—Hotel Galicia, Valverde 1, Madrid. VIII-1.

Radенac, Jean Pierre.—Plaza Cataluna 20, Barcelona. VIII-3.

Radiologia, La.—Barquillo 22, Madrid. I; VIII-2.

Reboreda Isla, Jose Garcia (owner of “Pilar”).—Garcia Olloqui 2, Vigo, and at Villagarcia. III-3; VIII-1.

Reuss, Otto Pablo.—Ayala 10, and Gurtubay 6, Madrid. III-2; VIII-5.

Address amended from Alarcon 7, Madrid.

Riestra Bertol, Mariano de la.—Villanueva 43, Madrid. VIII-4.

Rivas Suardiaz, Angel (owner of M.V. “Chiqui”, “F. Goya”, and “Manen”).—Calle del Marques de San Sebastian 15, Gijon. V-4; VI-4; VII-2; VIII-5.

Rodriguez del Arco, Antonio.—Moreto 11, Madrid. VIII-5.

Rodriguez Otero, Eugenio.—Principe 6, and Carral 3, Vigo. VIII-2.

Rohe, Juan.—Cantander. VIII-3.


Rosa Mayor, Pedro de la.—Barcelona. VIII-3.

Sala Joanama, Juan.—Princesa 37, Barcelona. VIII-3.

Schoerl, Ernst.—Jose Antonio 506, Barcelona. VIII-5.

Schussler, Erich (Dr.).—Mendez Alvaro 57, Madrid. VIII-2.


Segado Sanchez, Jose.—Muralla del Mar 7, Cartagena. VIII-5.

Sendra Mengual, Juan Bautista.—Cirilo Amoros 79, Valencia. VIII-2.

Sendra S. L., Joaquin.—Martires 5, Gandia. VIII-2.

Sendra, Hijos de Joaquin.—Valencia. VIII-3.

Serna, Victor de la.—Goya 65, Madrid. VIII-5.

Soberanas, Papeleria.—Arzobispo Padre Claret 33, Barcelona. VIII-5.


Stuessel, Alfredo.—Layetana 178, Barcelona. I-1; VIII-1.

Suarez Sanchez, Julio.—Jose Antonio 27, Madrid. VIII-3.

Suministros, S.A. de.—Alcala 10, Madrid. VIII-5.

Talleres Ilueca.—Valencia. VIII-2.

Targioni, Eduardo.—Madrid; and Barcelona. VIII-2.

Tejidos Industriales Hispalis S.A. (Tihsa).—San Juan Bosco 9, Seville. VIII-3.

Tihsa-Tejidos Industriales Hispalis S.A.—San Juan Bosco 9, Seville. VIII-3.

Torredablada Arnst, Felix.—Paseo de las Acacias 34, Madrid. VIII-5.

Torrez Daza, Francisco.—San Roque 7, Madrid. VIII-5.

Villaibar Perez, Emilio Jesus.—Recoletos 21, Madrid. VIII-2.

Wenkn, Frutz.—Alcala 45, Madrid. VIII-1.
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Baldaccini, Especialidades Farmaceuticas.—Provenza 427, Barcelona; and Arturo Soria 430, Madrid. I-3; VIII-3.

Banca Nazionale del Lavoro (Delegation de).—Alcala 62, Madrid, and all branches in Spain. I; V; VIII-3.

Barale y Bergese.—Serrano 25, Madrid. I; VIII-5.

Bedia, Martin.—Ave. del Generalísimo 18, Mondragon. IV-2; VIII-3.

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Carpi, Ernesto.—Escuelas Pias 23, Barcelona. IV-2; VIII-3.


Cervi, Giuseppe.—Menendez Pelayo 10, Seville. IV-5; VIII-5.

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General Mercantil del Atlantico S.A., Cia.—Jose Antonio 27, Madrid. III—3;
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Gomez Monche, Jose.—Genova 7, Madrid. I; IV—1; VIII—2.
Grollero, Anselmo.—Pintor Fortuny 3, Barcelona. I-4; VIII—1.
Grollero, Eugenio.—Pintor Fortuny 3, Barcelona. I-4; V; VI; VIII—1.
Grollero, Jeronimo.—Pintor Fortuny 3, Barcelona. I-4; VIII—1.
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"H.I.A.F."—Hispano Italo Aleman Films.—Jose Antonio 42, Madrid, and
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Hispano Italo Aleman Films (H.I.A.F.).—Jose Antonio 42, Madrid, and
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Importaion y Exportaion "Ipe" Cia. de.—Hermanos Irurrinos 22, San
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Industrial Corchera, S.A.—Apartado 14, Seville. I—4; VIII—2.
Italo-Espanola de Comercio Ictico Cia.—Hermanos Irurrinos 22, San
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Itititalia Espana S.A.—Hermanos Irurrinos 22, San Sebastian. VII—3;
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Miguel Grus Olano, Miguel de.—Jose Antonio 42, Madrid. V—6; VIII—1.
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Schneider, J., A/B.—Vastmannagatan 1, Stockholm. VIII-1.

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Skandinaviska Travaruagenturen Ake Wettergren.—Regeringsgatan 22, Stockholm. II-4; VIII-2.


Soderstrom, Carl Axel.—Asa Sateri. VIII-5.


Steffen, Fritz.—Styrmansgatan 17, Stockholm. VIII-1.

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Svensk Amerikanska Tradkompaniet A/B.—Reveringsgatan 1, Stockholm. VII-5; VIII-1.

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Tappert, Willy.—Rindogatan 21, Stockholm. VIII-1.


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Trosaviken A/B.—St. Eriksgatan 48, Stockholm, and at Trosa. VIII-5.


Wallenberg, Knut Tore Arvid.—Birger Jarlsatan 73-75, Stockholm. VIII-2.


Wettergren, Ake (Skandinaviska Travaruagenturen).—Regeringsgatan 22, Stockholm. I-2; II-5; VIII-4.

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Nordiske Skinnaauktioner A/B.—Gavlegatan 20, Stockholm. I-4; V-1; VIII-1.
Paulilig, Walter Albert.—Klarabergsgatan 60, and Ostermalmgatan 103, Stockholm. VII-3; VII-4; VIII-3.
Savabini, Anatolio.—Birger Jarls gatan 15, Stockholm. III-4; IV-6; VIII-3.
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Semia A/B.—Kyrkogatan 20, Göteborg; and Svartensgatan 12, Stockholm. I; VIII-1.
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Stjerngren, Ragnar.—Kungsgatan 37, Stockholm. V-1; VIII-3.
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Transportbransle A/B.—Ostermalmgatan 103, Stockholm. VII-3; VII-4; VIII-3.
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Werner & Werner, A/B.—Gotgatan 81, Stockholm. VI-1; VII-6; VIII-2.

1 Gunther Wagner A/B remains on the list of Specified Persons.

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Dental Products Ltd.—Produits Dentaires S.A.—Rue des Bosquets 18, Vevey, Vaud. VIII-4.
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Dulceroglu, Licor.—Minerva Han 26, Voyvoda Cad., Galata, Istanbul. VIII-3.
Dumas, Gilber.—Guven Han 130, Hexaren Cad., Galata, Istanbul. VIII-2.
Erer, Emin.—Minerva Han 26, Voyvoda Cad., Galata, Istanbul. VIII-3.
Freiwald, Alfred.—Bosfor Han 14, Galata, and P. O. Box 1578, Istanbul. VIII-5.
Georgevich, Mario.—Arslan Yatagi Sok, Istanbul. VIII-3.
Georgevich, Mario.—Arslan Yatagi Sok, Istanbul. VIII-3.
Giano, Jean.—Adalet Han, Galata, Istanbul. VIII-3.
Gulerian, Aram.—Istanbul. VIII-2.
Gulerian, Aram.—Istanbul. VIII-2.
Halacian (Haladjian), Aram P.—Sultanhamam Riza Bey Han 12-13, Istanbul. VIII-2.
Additions and Amendments—continued

Hamdi Basar, Ahmet.—Frank Han, Istanbul. VIII-2.
Hartel, Henry.—Baker Han 44–46, Sultanhamam, Istanbul. VIII-3.
Herchen, Onnik.—Ahen Munih Han 2, Galata, Istanbul. VIII-3.
Hilbert, Georg (Jorj).—Asirefendi Cad. 37, Imar Han 2, Istanbul. VIII-2.
Honegger, Jules.—Kefeli Han Alt. 45, Galata, Istanbul. VIII-2.
Kalis, Erich.—Istiklal Cad. 505, Beyoglu, Istanbul. VIII-2.
Kirise, Jean.—Kefeli Han Alt. 45, Galata, Istanbul. VIII-2.
Kolatan, Adnan.—Cinar Han, Galata, Istanbul. VIII-3.
Lombardo, Aldo.—Anaktar Sokak 7, Cihangir, Istanbul. VIII-3.
Mannheimer V. G.—Rue Kurekciol, and Manahym Han 7–8, Galata, Istanbul. I; VIII-2.
Menger, Ahmet Veli.—Assikurazione Generali Han, P. O. Box 1102, Galata, Istanbul. I; VIII-4.
Missir, Edmond.—Birinci Kordon 230, and P. O. Box 219, Izmir. VIII-3.
Mizrahi, Yuda Leon.—Sabuncu Han 16, Istanbul. VIII-4.
Oksay, Adnan.—Vakif Han 6 ci, Galata, Istanbul. VIII-5.
Oyoncu Magazasi.—Istiklal Cad. 150, Boyoglu, Istanbul. VIII-3.
Parisi, Francesco.—Hudavendigar Han 51, Galata, Istanbul. I; V; VIII-5.
Amended from Parisi, Francesco (Representative Ermanno Rappaport).—Taksim, Lamartine Cad. 9, P. O. Box 1304, Istanbul; and all branches in Turkey.
Pervanoglu, Aristides.—Ahen Munih Han, Galata, Istanbul. VIII-3.
Rappaport, Ermanno.—Taksim, Lamartine Cad. 9, P. O. Box 1304, Istanbul; and all branches in Turkey. I; V; VIII-5. Name amended from Rappaport, Ermanno (Francesco Parisi).
Rappaport, Samuel.—Erzurum Han 19, P. O. Box 338, Istanbul. VI-6; VIII-1.
Rausehan, W.—Baker Han 44–46, Sultanhamam, Istanbul. VIII-3.
Reggio, Christian.—Londra Hotel, Tepebasi, Istanbul, and at Izmir. II-5; VIII-5. Address amended from Londra Hotel, Tepebasi, Istanbul.
Reggio, Fred O. G., Fils Christian Reggio.—Mimar Kemalettin Cad. 1330, Unee Sokak 5 and P. O. Box 205, Izmir, Istanbul. VIII-5.
Rey, Alfonso Luigi.—Amasya Apt., Taksim, Istanbul. VIII-4.
Saridakis, Constantin J.—Minerva Han 2, Galata, Istanbul. VIII-2.
Scotto, J.—Vakif Han 4, and Guven Han 130, Hezaren Cad., Galata, Istanbul. VIII-2.
Somer, Ismet.—Mahmudije Caddesi 179, Galata; Boite Postale 1521, and 149 Cumhuriyet Caddesi, Pangalti, Istanbul. VII-5; VIII-3.
Szander, Edward.—Persembepazar, Aslan Han 5, Istanbul. VIII-3.
Tansever, Hayreddin.—Minerva Han, Galata, Istanbul. VII-6; VIII-4.
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Additions and Amendments—continued

“Tifan” Ticaret ve Finansman Ltd., Sirketi.—Bahekapu, Kutlu Han 17-18, Istanbul. VIII-5.

Valyanos, Polichron.—Persembepazar, Aslan Han 5, Istanbul. VIII-3.


Weidemann, Hans (Dr.), ve Weber, Hans.—Ahen Munih Han 2, Galata, Istanbul. I-4; VIII-3.

Xantopulo, Dimitri.—Alanyak Han, Asirefendi Sokak, Istanbul, and at Izmir. VIII-3.

Zarb, John Salvator.—Istiklal Cad. 150, Boyoglu, Istanbul. VIII-3.

Deletions

Buchtele, Alfred.—Unyon Han 64, Istanbul. I; VIII-3.

Cemil ve Ali.—Degirmen Sokak 19, Yemis, Istanbul. VI-3; VIII-5.

Cemil Turker ve Ali Sayer.—Degirmen Sokak 19, Yemis, Istanbul. VI-3; VIII-5.

Delconte, Raoul.—Mersin. V-4; VIII-2.

Dielmann ve Bill.—Yaksud Han, Mertebani Sokak, Galata, Istanbul. VII-1; VIII-2.

Dural, Abdi Vehbi (owner of S.S. “Sevim”).—Hezaran Han 2ci Kat, Vovoda Cad., Galata, Istanbul. IV-5; VIII-3.

Faraggi, Leon (Faraci).—Nisantasiyan Han, Galata, Istanbul. I; VIII-2.

Grunstein, L.—Nisantasiyan Han, Galata, Istanbul. I; VIII-5.

Levi, Josef.—Germania Han 26, Istanbul. IV-5; VIII-5.

Silberman, S.—Nisantasiyan Han, Galata, Istanbul. I; VIII-5.

Treves, Joseph.—Nisantasiyan Han, Galata, Istanbul. I; VIII-5.